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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KATHLEEN RYAN-BLAUFUSS,  
CATHLEEN MILLS and KHEK  
KUAN, on behalf of themselves and all  
others similarly situated,  
Plaintiffs

v.  
TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR SALES, U.S.A.,  
INC., and DOES 1-10, inclusive  
Defendants

STEVEN KOSAREFF and LAURA  
KAKISH, on behalf of themselves and  
all others similarly situated,  
Plaintiffs

v.  
TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR SALES USA,  
INC., and DOES 1-10, inclusive,  
Defendants

No. 8:18-CV-00201-JLS-KES

**Declaration of Patrick A. Juneau**

Settlement Claims Administrator  
Patrick A. Juneau

1 I, Patrick A. Juneau, declare as follows:

2 1. I am the Court-appointed Settlement Claims Administrator in this case and,  
3 except where noted, the testimony set forth in this declaration is based on first-hand  
4 knowledge, about which I would and could testify competently in Court if called upon to  
5 do so.<sup>1</sup>

6 2. The purpose of this declaration is to provide the Court with claims data made  
7 available to the Settlement Claims Administrator by the Court-appointed Settlement  
8 Notice Administrator, Kroll Notice Media, up to and including November 21, 2022.

9 3. As of on or around November 21, 2022, 2,325 claims have been received  
10 from the Settlement Notice Administrator for review by the Settlement Claims  
11 Administrator. Of these, 795 are Out-of-Pocket Claims, and 1,530 are claims for  
12 Redistribution Checks.

13 4. The following chart provides raw data concerning the types of expenses  
14 sought in the 795 Out-of-Pocket Claims:

<u>Reimbursement Type</u>	<u>Total</u> Reimbursements Sought	<u>Total Face Value of</u> Reimbursements Sought
Rental Car Expenses	310	\$240,850.13
Towing Expenses	335	\$184,461.21
Cost of IPM/Inverter Repair	690	\$1,482,696.63
<b>Totals:</b>	<b>1,335<sup>2</sup></b>	<b>\$1,908,007.97</b>

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22  
23 <sup>1</sup> Capitalized terms used but not defined herein shall have the respective meanings given  
24 to them in the Settlement Agreement.

25 <sup>2</sup> Because claimants are permitted to seek Reimbursement for one or more expenses  
26 within a single claim, the figures within this chart are not intended to represent the total  
27 number of Out-of-Pocket Claims received, which is above in Paragraph 3. Instead, these  
28 figures are intended to break those Out-of-Pocket Claims out into their underlying  
Reimbursement categories sought, to provide the Court with a picture of what those Out-  
of-Pocket Claims are comprised of.

1           5. Of the 795 Out-of-Pocket Claims sent to the Settlement Claims  
2 Administrator for assessment as of November 21, 2022, 792 have been reviewed to  
3 determine their eligibility for Reimbursement Payments under the Settlement Agreement.

4           6. Of the 792 Out-of-Pocket Claims reviewed thus far, 201 (25.38%) have been  
5 approved as valid for a total of \$380,245.38 and will be paid if and when the Effective  
6 Date of the Settlement Agreement passes.

7           7. Further, 43 (5.43%) have been partially approved for payment, for a total of  
8 \$88,475.03. The Settlement Claims Administrator has been advised by the Settlement  
9 Notice Administrator that notices have begun to be issued to these claimants, and will  
10 continue to be issued on a rolling basis as additional claim determinations are made, to  
11 explain the deficiencies which resulted in partial approval, and to provide them with the  
12 opportunity to cure within sixty days, pursuant to the Settlement Agreement. Reminder  
13 notices will also be sent to those claimants who have not yet responded at or around the  
14 thirty-day mark pursuant to the Settlement Agreement. If no response is received within  
15 the specified timeframe, the partial approval of the claim will be final without further  
16 processing. All timely submitted responses will be evaluated to determine whether the  
17 deficiency has been cured such that the claim can be paid in full.

18           8. Of note, all Class Members eligible for a Reimbursement Payment, including  
19 those whose claims are fully valid and those whose claims are partially approved, who  
20 cash their Reimbursement Payment checks within the timeframes provided under the  
21 Settlement Agreement will automatically also be included on the list of Class Members  
22 eligible for a Redistribution Check.

23           9. Of further note, in the course of administering the Settlement Agreement thus  
24 far, it has become apparent that, while the Claim Period remains open until after the Final  
25 Effective Date, when all approved Out-of-Pocket Claims are paid, there will likely be  
26 sufficient funds left in the Settlement Fund to issue Redistribution Checks, and that each  
27 eligible Class Member's *pro rata* share of the remaining Settlement Fund balance will  
28 likely exceed the \$250 per eligible Class Member cap on Redistribution Checks set forth

1 in the Settlement Agreement. For this reason, following the joint recommendation of the  
2 same from the Parties, I have approved eliminating the \$250 cap on Redistribution Checks,  
3 such that there is no longer any cap, as this is in the best interest of the Class.

4 10. In terms of deficient claims:

5 a. 44 (5.56%) have been denied because the claimed vehicle is not a  
6 Subject Vehicle;

7 b. 84 (10.61%) have been denied because the claimant's ownership/lease  
8 of the underlying Subject Vehicle could not be confirmed or verified based on the data  
9 available or based on the Supporting Documentation, if any, submitted by the claimant;  
10 and

11 c. 420 (53.03%) have been denied generally because the claimant did  
12 not submit sufficient Supporting Documentation to substantiate his/her/its claim for  
13 Reimbursement.<sup>3</sup>

14 11. The Settlement Claims Administrator has been advised by the Settlement  
15 Notice Administrator that notices have begun to be issued to these claimants, and will  
16 continue to be issued on a rolling basis as additional claim determinations are made,  
17 advising them of the reason(s) for the denial and providing them the opportunity to cure  
18 within sixty days. Reminder letters will be sent at or around the thirty-day mark to those  
19 individuals who did not yet respond to the original deficiency letter pursuant to the  
20 Settlement Agreement. If no response is received within the specified timeframe, the  
21 claim will be denied without further processing. All timely submitted responses will be  
22 evaluated to determine whether the deficiency has been cured and the claim can be paid.

23 12. Pursuant to information obtained from the Settlement Notice Administrator,  
24 54,527 Class Members were sent Direct Mail Notice advising them that they are  
25 automatically registered to receive a Redistribution Check (should such checks be issued)

26 \_\_\_\_\_  
27 <sup>3</sup> Included in this category for the sake of brevity are duplicate claims (31) and Out-of-  
28 Pocket Claims in which the claimant sought reimbursement for expenses which are not  
reimbursable under the Settlement Agreement, *e.g.*, lost income (7).

1 because Toyota had records indicating they had an IPM or inverter replaced in a Subject  
2 Vehicle, and, in the event Redistribution Checks are issued (which now appears likely),  
3 they will receive one without having to file a claim. Class Members who had an IPM or  
4 inverter replaced in a Subject Vehicle on or before the Final Effective Date but for whom  
5 Toyota did not have such records also have the opportunity to self-identify by submitting  
6 a claim for a Redistribution Check.

7 13. Of the 1,530 claims for Redistribution Checks received to date, 161 were  
8 submitted by Class Members who were sent Direct Mail Notice advising them that they  
9 were included within the group of Class Members who were automatically registered;  
10 thus, these 161 claims are essentially duplicates. The remaining 1,369 claims are currently  
11 being assessed by the Settlement Claims Administrator to determine their eligibility based  
12 on, *inter alia*, whether the claimed vehicle is a Subject Vehicle, whether available records  
13 confirm the claimant's ownership/lease of that vehicle, and whether available records  
14 confirm the claimant's repair of that vehicle.

15 14. To the extent any of these claims are determined to be ineligible for a  
16 Redistribution Check for these reasons or any other, they will receive a deficiency letter,  
17 as discussed in Paragraph 11 above.

18 15. Of note, the deadline for claimants to submit claims is three months after the  
19 Final Effective Date of the Settlement Agreement. Further, because the funds associated  
20 with uncashed Reimbursement Checks revert to the Qualified Settlement Fund to be  
21 included in the Redistribution, Redistribution Checks cannot be issued until after a) all  
22 timely submitted Out-of-Pocket Claims are reviewed, determined, and issued  
23 Reimbursement Checks (where eligible), and b) the timeframe passes for all  
24 Reimbursement Checks to be cashed. However, deficiency notices for these  
25 Redistribution Check-only claimants will be issued on a rolling basis in advance of the  
26 Final Effective Date, to address and resolve as many of these deficiencies as soon as  
27 practicable, so that the eligible Redistribution Check population is as resolved as possible  
28 while the Reimbursement Payments are still in process.

1           16. Class Counsel and Counsel for Toyota have been in frequent and  
2 collaborative communication with me as well as my staff since preliminary approval of  
3 the Settlement Agreement. Issues on which we have worked together include but are not  
4 limited to the claim population, the determinations discussed above, the use of currently  
5 available data to verify the eligibility of valid and payable claims where possible, and  
6 ensuring that determination notices are informative and helpful for claimants to maximize  
7 their opportunity to cure any deficiencies currently present in their claims, so that all valid  
8 claims can be paid. The Settlement Claims Administrator and Settlement Notice  
9 Administrator, with input and assistance from the Parties, are working jointly within their  
10 respective roles to continually improve the overall efficiency of the administration and  
11 implementation of the Settlement Agreement, from claim submission and receipt, to  
12 transmittal for claim review and determination, and to the issuance of deficiency notices,  
13 which are is occurring on a rolling basis per the Settlement Notice Administrator.

14  
15           I state under penalty of perjury under the laws of the United States of America that  
16 the above statements are true and correct, and that this declaration was executed on  
17 November 30, 2022.



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19  
20           PATRICK A. JUNEAU  
21           SETTLEMENT CLAIMS ADMINISTRATOR