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12
13 **UNITED STATES DISTRICT COURT**
14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15 KATHLEEN RYAN-BLAUFUSS,
16 CATHLEEN MILLS and KHEK KUAN,
17 on behalf of themselves and all others
18 similarly situated,

19 Plaintiffs

20 vs.

21 TOYOTA MOTOR CORPORATION,
22 TOYOTA MOTOR SALES, U.S.A.,
23 INC., and DOE DEFENDANTS 1-10,

24 Defendants.

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

**DEFENDANTS’
SUPPLEMENTAL
MEMORANDUM OF LAW IN
SUPPORT OF UNOPPOSED
MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

Date: January 13, 2023

Time: 10:30 am

Place: Courtroom 10A

Hon. Josephine L. Staton

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1 **I. INTRODUCTION**

2 Defendants Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.
3 (collectively, “Toyota”) file this Supplemental Memorandum of Points and
4 Authorities in Support of the Unopposed Motion in Support of Final Approval of the
5 settlement to address the objections, exclusions, and results of the dissemination of
6 Class Notice.¹ See Preliminary Approval Order, Dkt. No. 98.

7 The extraordinary notice plan was implemented, consistent with the
8 Preliminary Approval Order, and reached **over 98 percent** of the Class, on **average**
9 **5.7 times**, readily satisfying due process. See Declaration of Jeanne C. Finegan of
10 Kroll Notice Media Solutions LLC in Connection with Final Approval of Settlement
11 (“Finegan Decl.”), at ¶ 3. This reach and frequency is well beyond the reach of other
12 class action settlements that have received final approval. See *Schneider v. Chipotle*
13 *Mexican Grill, Inc.*, 336 F.R.D. 588, 596 (N.D. Cal. 2020) (the notice program had
14 an average estimated frequency of 3.0 per person, and was likely viewed by
15 approximately 72.64% of the settlement class); *Corzine v. Whirlpool Corp.*, No. 15-
16 CV-05764-BLF, 2019 WL 7372275, at *5 (N.D. Cal. Dec. 31, 2019) (notice program
17 had “an approximate reach of 71.99% and an approximate average frequency of 2.99
18 times each”).

19 As of November 9, 2022, Kroll Notice Media had received a total of 2,334
20 Claim Forms, with the Claims Period not closing until well into next year. *Id.* at
21 ¶ 42. The tremendously positive response from the Class puts in context the mere
22 two objections filed to the settlement and the very small number of Class Members
23 who have opted out of the settlement, particularly when approximately 1.8 million
24 Direct Mail Notices were sent.

25
26
27 ¹ All capitalized terms used in this Memorandum shall have the meanings assigned
28 in the Settlement Agreement, unless otherwise defined herein.

1 The Class has also overwhelmingly supported the Settlement as out of the
2 approximately 1.8 million Direct Mail Notices that have been mailed, only 116
3 individuals have timely sought exclusion from the Class, amounting to an
4 infinitesimally small figure of 0.0000065% of the Class. See Finegan Decl. at ¶ 44.
5 See *Kearney, et al. v. Hyundai Motor Am.*, No. SACV 09-1298-JST (MLGx), 2013
6 WL 3287996, *7 (C.D. Cal. June 28, 2013) (J. Staton) (finding that 16 objections and
7 179 letters requesting exclusion out of 646,834 recipients of notice were
8 “infinitesimal” figures). There have also been only two objections which also raises
9 a strong presumption that the terms of a proposed class settlement action are
10 favorable to the class members.

11 Based upon the comprehensive, multi-faceted settlement, the successful
12 dissemination of Notice and the overwhelmingly positive response from the Class in
13 support of the Settlement, this settlement should be finally approved because it more
14 than satisfies the remaining factors set forth in *In re Bluetooth Headset Prod. Liab.*
15 *Litig.* (“*Bluetooth*”), 654 F.3d 935, 946 (9th Cir. 2011).

16 II. BACKGROUND

17 A. Notice Was Successfully Disseminated to the Class

18 The Court in its Preliminary Approval Order found that:

19 [T]he Class Notice...generally: (a) meet[s] the requirements of due
20 process and Federal Rules of Civil Procedure 23(c) and (e); (b)
21 constitutes the best notice practicable under the circumstances to all
22 persons entitled to notice; and (c) satisfies the Constitutional
23 requirements regarding notice.

24 Dkt. No. 233, p. 21 of 31.

25 The Court’s Preliminary Approval Order approved the form and content of the
26 notices which included: Long Form Notice (Dkt. No. 219-2, Settlement Agreement,
27 Exh. 4); Direct Mail Notice (Dkt. No. 219-2, Settlement Agreement, Exh. 6, 7); and
28

1 Publication Notice (Dkt. No. 219-2, Settlement Agreement, Exh. 8). *See id.*, ¶¶ 12,
2 16, and 17.

3 In light of the Court’s Preliminary Approval Order, the Settlement Notice
4 Administrator began disseminating notice on July 1, 2022. The Class Notice
5 consisted of CAFA Notice, Direct Mail Notice, Publication Notice including: a press
6 release, digital and social media, newspapers, and magazines, a settlement website,
7 and a toll-free interactive voice response (“IVR”) phone number. *See* Finegan Decl.,
8 ¶ 6.

9 1. Direct Mail Notice

10 The Direct Mail Notice informed potential Class Members of the proposed
11 settlement including their potential remedies and the web address for the informative
12 settlement website. As of September 16, 2022, approximately 1.8 million Direct
13 Mail notices were mailed² with only about 105,000 marked as undeliverable as of
14 November 3, 2022. *Id.*, at ¶¶ 12-13. Of those, over 106,000 notices were forwarded
15 and/or re-mailed with only 1,612 marked as undeliverable as of November 15, 2022.
16 *Id.*, at ¶¶ 13-14.

17 2. Website and Toll-Free IVR Telephone Number

18 Pursuant to the terms of the Settlement Agreement, the Settlement Notice
19 Administrator created a dedicated website, also available in Spanish, and an IVR
20 telephone number as part of Class Notice. Persons who visit the website can, among
21 other things, (i) review important documents, including the Long Form Notice; (ii)
22

23 ² All but 9,580 notices were mailed prior to July 29, 2022. Finegan Decl., at ¶ 12.
24 Notices to Class Members whose Subject Vehicles are registered in New Hampshire
25 was delayed due to unavoidable restrictions imposed by the New Hampshire Driver
26 Privacy Act, which impeded the Settlement Notice Administrator’s ability to obtain
27 Class Member registration records in that state. *See id.*, p. 5, fn.5. Although the
28 Parties had planned to supplement the notice with a New Hampshire-specific notice
that would geotarget New Hampshire Class Members, the Settlement Notice
Administrator received the New Hampshire registration data, which it used to
distribute Direct Mail Notice to those Class Members on September 16, 2022. *See*
id. ¶ 12. The Settlement Notice Administrator did serve more than 22,000,000 online
and social media ads to all New Hampshire residents over the age of 18. *Id.* ¶ 37.

1 review responses to frequently asked questions, (iii) submit out-of-pocket claims for
2 reimbursement; (iv) confirm whether they are a Class Member; (v) find the number
3 for the IVR; and (vi) the address for the Settlement Notice Administrator for Claim
4 submission purposes. As of November 18, 2022, the website has been visited by
5 over 72,272 users. *Id.*, at ¶ 40.

6 To date, there have been 6,607 calls to the IVR toll-free number. *Id.*, at ¶ 41.
7 Of these callers 2,837 requested to speak with a live operator. *Id.*

8 3. Notice Has Been Published and Disseminated on Other Media

9 In addition to the notice disseminated above, the Settlement Notice
10 Administrator has also published notice and placed notice on other electronic media.
11 Notice was placed in United States magazines,³ Territory newspapers,⁴ Online
12 Display Ads (United States and U.S. Territories), Social Media Ads, Key Word
13 Search Ads, and Press Release. *See Id.*, at ¶¶ 15-37.

14 4. Notice Has Successfully Informed Class Members of the Settlement

15 The notice plan provided interlocking methods that both aimed to reach each
16 Class Member individually and directly using reasonably available address
17 information, and also provided multiple alternative forms of notice through which
18 Class Members may have learned of the settlement or obtained further information
19 about their rights. The program followed well-recognized and established
20 procedures for class action notice. Thus, the procedure for providing notice and the
21 content of the class notice constituted the best practicable notice to Class Members.
22 The Notice Administrator has informed the Court that Notice reached an estimated
23 98% of the Class on average 5.7 times. *Id.*, at ¶ 3. As of November 9, 2022, Kroll
24 Notice Media had received a total of 2,334 claims. *See id.*, at ¶ 42.

25
26 ³ Combined, the U.S. magazines have a total circulation of over 5.1 million with over
27 44 million readers. *Id.*, at ¶ 16.

28 ⁴ Together, the U.S. Territories newspapers and magazines have a total circulation of
over 573,000 with over 1.3 million readers. *Id.*, at ¶ 30.

1 **III. ARGUMENT**

2 **A. This Court Has Jurisdiction to Consider and Rule on the**
3 **Settlement⁵**

4 1. This Court Has Personal Jurisdiction Over All Class Members

5 Toyota’s memorandum in support of Final Approval, Dkt. No. 249, stated that
6 this Court has personal jurisdiction over the Plaintiffs, who are parties to this class
7 action and have agreed to serve as representatives for the Class. Based upon the
8 successful widespread Notice to the Class, the Court also has personal jurisdiction
9 over absent Class Members because due process compliant notice has been provided
10 to the Class. *See In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales*
11 *Practices, & Prod. Liab. Litig.*, No. 10-ML- 02151 (JVS), 2013 WL 3224585, at *4
12 (C.D. Cal. June 17, 2013) (holding that a court properly exercises personal
13 jurisdiction over absent, out-of-state Class members where the court and the parties
14 have safeguarded absent Class members’ right to due process) (citing to *Phillips*
15 *Petroleum Company v. Shutts*, 472 U.S. 797, 811-12 (1985)).

16 2. Notice Satisfied the Requirements of Rule 23(c) and (e) and Due
17 Process

18 The Court in the Preliminary Approval Order noted that “[t]he notices and
19 Notice Program satisfy all applicable requirements of law, including, but not limited
20 to, Rule 23 and the constitutional requirement of due process.” Dkt. No. 233, ¶ 12.
21 As already discussed, here, Class Notice was accomplished through a combination
22 of Direct Mail Notice, Publication Notice, notice through the settlement website,
23 Long Form Notice, and social media notice. *See Settlement Agreement*, Dkt. 219-2,
24 p. 29. Therefore, due process and other requirements have been properly satisfied in
25 this Action.

26
27
28 ⁵ Toyota’s Memorandum of Law in Support of Final Approval discussed this Court’s
original jurisdiction over all claims. *See Dkt. No. 249*, p. 5.

1 **B. Rule 23(c) Notice Requirements Are Satisfied**

2 The extensive notice disseminated to the Class and the contents of that notice,
3 as reviewed and approved by this Court, easily satisfy the requirements of Rules
4 23(c)(2)(B) and 23(e)(1), due process and any and all other requirements of the
5 United States Constitution and/or California Constitution. Pursuant to Rule
6 23(c)(2)(B), the notice used here “clearly and concisely state[d] in plain, easily
7 understood language: (i) the nature of the action; (ii) the definition of the class
8 certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter
9 an appearance through an attorney if the member so desires; (v) that the court will
10 exclude from the class any member who requests exclusion; (vi) the time and manner
11 for requesting exclusion; and (vii) the binding effect of a class judgment on members
12 under Rule 23(c)(3)” as well as providing other important information to Class
13 Members. In addition, pursuant to Rule 23(e)(1), notice was disseminated in “a
14 reasonable manner to all class members who would be bound by the proposal” and
15 complied with the Court’s Preliminary Approval Order. *See, e.g.*, Preliminary
16 Approval Order, at pp. 20-21, 23-24 of 31.

17 Here, the methods of dissemination and contents of the notice more than
18 satisfy Rule 23’s notice requirements that the notice should be “reasonably
19 calculated, under all the circumstances, to apprise interested parties of the pendency
20 of the class action and afford them an opportunity to present their objections.”
21 *Keegan v. Am. Honda Motor Co, Inc.*, 2014 WL 12551213, at *6 (C.D. Cal. Jan. 21,
22 2014) (quoting *Mullane v. Cent. Hanover Bank & Trust*, 339 U.S. 306, 314 (1950)).

23 Specifically, here, the interlocking notice informed Class Members of the
24 terms of the settlement, their rights and options, including the right to object or
25 request exclusion, applicable dates and deadlines, and the binding effect of the
26 settlement, if finally approved.

1 1. There Was Widespread Dissemination of the Notice

2 As discussed above, the Class Notice, previously approved by this Court, was
3 fully implemented by the Settlement Notice Administrator. As stated above, notice
4 was accomplished through a combination of techniques, including CAFA Notice to
5 appropriate state and federal government officials. The use of overlapping notice
6 techniques afforded Class Members several different opportunities to learn of the
7 Settlement and exercise their rights. The Settlement Notice Administrator estimated
8 that “nearly 98% of Class Members” were reached “on average 5.7 times.” See
9 Finegan Declaration, ¶ 3.

10 To comply with the Court’s Preliminary Approval Order, the Court-appointed
11 Settlement Notice Administrator mailed nearly 1.9 million, including remailings, of
12 the Court-approved Direct Mail Notice. *Smith v. Bimbo Bakeries USA, Inc.*, No. 12-
13 cv-01689 (CAS)(PJW), 2015 WL 12724072, at *1 (C.D. Cal. Jan. 29, 2015) (finding
14 distribution of notice by first-class mail the “best notice practicable under the
15 circumstances.”); *Ruch v. AM Retail Grp., Inc.*, No. 14-cv-05352-MEJ, 2016 WL
16 5462451, at *6 (N.D. Cal. Sept. 28, 2016); *Schuchardt v. Law Office of Rory W.*
17 *Clark*, 314 F.R.D. 673, 680 (N.D. Cal. 2016) (finding notice by U.S. Mail best notice
18 available under circumstances).

19 In addition to the Direct Mail Notices, the Court-approved Publication Notice
20 was published within the United States in magazines which have a total circulation
21 of over 5.1 million with over 44 million readers. Finegan Decl. at ¶ 16. The
22 magazines and newspapers in U.S. Territories also have a combined circulation of
23 over 573,000 with over 1.3 million readers. Finegan Decl. at ¶ 30.

24 The Settlement Notice Administrator also posted internet banner ads on
25 leading websites. Moreover, the stand-alone official settlement website allows Class
26 Members to obtain details about the Settlement, their rights, dates and deadlines, as
27 well as access to the Claim Form. The website address,
28 <https://www.toyotapriusinvertersettlement.com>, was prominently displayed in the

1 Long Form Notice, Direct Mail Notice, and Claim Form. As of November 18, 2022,
2 over 72,272 users have visited the settlement website. *See* Finegan Decl. at ¶ 40.

3 Finally, the Settlement Notice Administrator established and maintains a toll-
4 free telephone number where information about the Settlement is available to callers.
5 The automated and interactive telephone response system prompts the caller through
6 an IVR that provides detailed Settlement information and key terms of the
7 Settlement. *Id.* As of November 18, 2022, the toll-free telephone number has
8 received 6,607 calls, of which, 2,837 callers requested to speak with a live operator.
9 *Id.* at ¶ 41.

10 Courts have approved notice plans in settlements that have employed similar
11 notice methods to those used here. *See, e.g., Roberts v. Electrolux Home Prod., Inc.*,
12 No. 13-cv-2339 (CAS)(VBK), 2014 WL 4568632, at *3 (C.D. Cal. Sept. 11, 2014)
13 (finding that class members received sufficient notice where a notice plan included
14 direct notice, publication notice in magazines, internet banner notices, the creation
15 of a settlement website with copies of the Notice, Claim Form, FAQ or “long form”
16 notice, and relevant pleadings, and a toll-free number); *Lerma v. Schiff Nutrition*
17 *Int’l, Inc.*, No. 11-cv-1056 (MDD), 2015 WL 11216701, at *3 (S.D. Cal. Nov. 3,
18 2015) (concluding that class notice which comprised of consumer and internet
19 publications, a toll-free number, and an informational website constituted the “best
20 notice practicable under the circumstances.”).

21 2. The Notices Provided Class Members with the Required
22 Information in a Comprehensive, Clear and Readily
23 Understandable Format

24 The notices provided all reasonably identifiable Class Members with a clear
25 and succinct description of the Class and the terms of the preliminarily approved
26 Settlement in plain, easily understood language that complies with the Federal
27 Judicial Center’s illustrative notices. *See Churchill Vill., L.L.C. v. Gen. Elec.*, 361
28 F.3d 566, 575 (9th Cir. 2004) (“Notice is satisfactory if it ‘generally describes the

1 terms of the settlement in sufficient detail to alert those with adverse viewpoints to
2 investigate and to come forward and be heard.”); *see also* Federal Judicial Center’s
3 illustrative notices at www.FJC.gov; Preliminary Approval Order, at p. 21 of 31. As
4 a result, Class Notice clearly informs Class Members of the relevant aspects of the
5 litigation and Settlement and their rights under the Settlement. *See Dalton v. Lee*
6 *Publications, Inc.*, No. 08-cv-1072 (GPC)(NLS), 2015 WL 11582842, at *6 (S.D.
7 Cal. Mar. 6, 2015).

8 The Court should therefore affirm that the notice provided was the best
9 practicable notice under the circumstances and satisfied due process. *See In re:*
10 *Cathode Ray Tube (CRT) Antitrust Litig.*, No. 14-cv-2058 (JST), 2015 WL 9266493,
11 at *3 (N.D. Cal. Dec. 17, 2015) (finding that class members were provided with the
12 “best notice practicable” where the court previously approved the parties’ proposed
13 notice plan that included direct mail, a website, a phone number, and publication in
14 two major newspapers).

15 **C. The Reaction of the Class Members of the Proposed Settlement**
16 **Strongly Favors Final Approval**

17 In light of the large class size in this case, the number of opt outs and objections
18 are *de minimis* and the response to the settlement can only be described as
19 overwhelmingly favorable. *See Jonsson v. USCB, Inc.*, No. 13-cv-8166 (FMO)(SH),
20 Dkt. No. 83, at 11 (C.D. Cal. May 28, 2015) (citing *Nat’l Rural Telecomms.*, 221
21 F.R.D. at 529) (“It is established that the absence of a large number of objections to
22 a proposed class action settlement raises a strong presumption that the terms of a
23 proposed class settlement action are favorable to the class members.”). In fact, the
24 objections that were raised are unavailing in light of the overall benefit to the Class
25 and should be overruled.
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1 1. The Number of Class Members Requesting Exclusion is
2 Extremely Small

3 The Court should approve the settlement because a “low number of opt-outs
4 and objections in comparison to class size is typically a factor that supports
5 settlement approval.” *See In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 589
6 (N.D. Cal. 2015) (citing *Hanlon*, 150 F.3d at 1027 (“[T]he fact that the overwhelming
7 majority of the class willingly approved the offer and stayed in the class presents at
8 least some objective positive commentary as to its fairness.”)).

9 Here, of the approximately 1.8 million Direct Mail Notices that have been
10 mailed, only 116 individuals have timely sought exclusion from the Class. *See*
11 *Finegan Decl.* at ¶ 44. Therefore, the percentage of persons seeking exclusion is
12 approximately 0.0000065%, an incredibly low percentage which favors approval.
13 *See Kearney, et al. v. Hyundai Motor Am.*, No. SACV 09-1298-JST (MLGx), 2013
14 WL 3287996, *7 (C.D. Cal. June 28, 2013) (J. Staton) (finding that 16 objections and
15 179 letters requesting exclusion out of 646,834 recipients of notice were
16 “infinitesimal” figures); *see also Sebastian v. Sprint/United Management Co.*, No.
17 8:18-cv-00757-JLS-KES, 2019 WL 13037010 (C.D. Cal. Dec. 5, 2019) (J. Staton)
18 (granting final approval to a class in which 0.67% of the Class had submitted opt-out
19 requests).

20 2. The Two Objections Filed by Pro Se Objectors Should be
21 Overruled

22 Despite the significant Class Notice, the Parties have only received two
23 objections to this settlement. “The fact that some class members object is neither
24 uncommon nor fatal to settlement approval.” *Lazy Oil Co. v. Witco Corp.*, 95 F.
25 Supp. 2d 290, 334 (W.D. Pa. 1997). “[T]he absence of a large number of objections
26 to a proposed class action settlement raises a strong presumption that the terms of a
27 proposed class settlement action are favorable to the class members.” *Nat’l Rural*
28 *Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004).

1 It is the nature of class action litigation that a settlement may not satisfy every
2 class member. *Browning v. Yahoo Inc.*, No. C04-1463, 2007 WL 4105971, *5 (N.D.
3 Cal. Nov. 16, 2007) (citing *EEOC v. Hiram Walker & Sons, Inc.*, 768 F.2d 884, 889
4 (7th Cir. 1985)) (finding that the “settlement, as a product of compromise, typically
5 offers less than a full recovery”); *In re “Agent Orange” Prod. Liab. Litig.*, 597 F.
6 Supp. 740, 761 (E.D.N.Y. 1984), *aff’d* 818 F.2d 145 (2d Cir. 1987); *Mathes v.*
7 *Roberts*, 85 F.R.D. 710, 715 (S.D.N.Y. 1980) (“while the objectants [sic] may have
8 preferred a different resolution, such a preference is neither a ground for rejecting the
9 instant proposal as unfair and inequitable nor is it evidence of the inappropriateness
10 of the benefits to be accorded to plaintiffs”).

11 In stark contrast to the objectors’ claims of an inadequate settlement, the
12 settlement, in fact, provides immediate, substantial and real benefits to the Class.
13 Thus, these objections should be overruled and this settlement should be finally
14 approved as fair, reasonable, and adequate, pursuant to Federal Rule of Civil
15 Procedure 23.⁶

16 **Class Member Warren** argues that there is no evidence that the replacement
17 inverter is not defective, and that it is unclear whether the replacement inverter would
18 be covered under the Customer Confidence Program. *See* Warren Objection, at p. 1.
19 This statement is not supportable, as there has been no evidence that the replacement
20 inflator is defective. Importantly, Toyota’s Safety Recalls are under the oversight of
21 NHTSA. Additionally, the Customer Confidence Program detailed in the Settlement
22 Agreement clearly states that Toyota will provide prospective repairs to and/or
23 replacement of the Inverter and/or IPM regardless of whether the Recall Remedy had
24

25
26 ⁶ To the extent Toyota has not explicitly responded herein to any portion of the
27 objections, Toyota states that those remaining arguments are unavailing and
28 respectfully requests that the Court overrule any and all remaining objections and
finally approve the settlement as fair, reasonable and adequate.

1 been previously performed, as long as the conditions set forth in the Settlement
2 Agreement are met. *See* Settlement Agreement § III.C.

3 Class Member Warren also finds the settlement lacking because there is no
4 allowance by Toyota for repairs that take longer than 4 hours. *See* Warren Objection,
5 ¶ 3. Class Member Warren appears to misunderstand the 4-hour coverage period. In
6 fact and contrary to the objection, a Class Member receives a free loaner at his or her
7 request, if the repair and/or replacement exceeds 4 hours to perform, as further
8 described in the Settlement Agreement. *See* Settlement Agreement § III.B.

9 **Class Member Maria** claims that three of the four benefits in the case do not
10 serve her as she no longer owns the vehicle. *See* Maria Objection, at p. 1. However,
11 the fact that Class Member Maria can obtain at least one of the benefits⁷ demonstrates
12 that the relief offered is appropriately tailored – and provides substantial benefits –
13 to the Class, of which Class Member Maria is a member.⁸

14 Both Class Member Warren and Class Member Maria could have opted out of
15 the settlement if they did not like the relief offered to them as members of the Class.
16 However, neither decided to exercise that right. “To the extent that Objectors
17 believed that the proposed settlement left them uncompensated (or unfairly
18 compensated) because of any characteristics peculiar to their own losses, they were
19

20 ⁷ Class Member Maria does not specify whether she incurred out-of-pocket expenses
21 related to towing, but if she did and the expense was related to her Class Vehicle
22 undergoing an Inverter and/or IPM repair and/or replacement pursuant to the terms
23 of the Settlement Agreement: she will be able to benefit from not only reimbursement
24 of that expense, but also possibly receive a Redistribution Check.

25 ⁸ Class Member Maria alleges that, on July 29, 2022, her vehicle experienced a
26 “Hybrid System Needs Cooling; Component Needs Servicing” warning, which is
27 related to coolant flushing and unrelated to the Inverter or IPM issue in this
28 settlement. She also alleges that her vehicle stalled “due to malfunction of the IPM.”
However, service records from her dealership do not support her contention that the
stalling was related to her IPM/inverter. Instead, the records indicate that in March
of 2021, her vehicle stalled because of possible wire harness damage to her over-10-
year-old vehicle.

1 afforded the opportunity to opt out. Objectors failed to avail themselves of that
2 opportunity.” *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales*
3 *Practices, and Products Liability Litigation*, Case No. 8:10ML 02151 JVS (FMOx),
4 2013 WL 12327929, at *4 (C.D. Cal. July 24, 2013).

5 **IV. CONCLUSION**

6 For the foregoing reasons and the arguments made in the Memorandum of Law
7 in Support of Entry of an Order Granting Final Approval of Class Action Settlement,
8 Toyota respectfully requests that the Court find that the Notice satisfied due process
9 and other requirements, overrule the two Class Member objections, finally approve
10 the settlement as fair, reasonable, and adequate pursuant to Federal Rule of Civil
11 Procedure 23(e), and issue further relief as the Court deems reasonable and just.

12 Dated: November 30, 2022

KING & SPALDING LLP

By /s/ John P. Hooper

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CERTIFICATE OF SERVICE

I hereby certify that on November 30, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 30, 2022.

/s/ John P. Hooper
John P. Hooper