

1 Mike Arias (CSB #115385)
2 Craig S. Momita (CSB #163347)
3 M. Anthony Jenkins (CSB #171958)
4 **ARIAS SANGUINETTI WANG & TEAM LLP**
5 6701 Center Drive West, Suite 1400
6 Los Angeles, CA 90045
7 Telephone: (310) 844-9696
8 Facsimile: (310) 861-0168
9 mike@aswtlawyers.com
10 craig@aswtlawyers.com
11 anthony@aswtlawyers.com

12 [*Additional Counsel Cont'd. After Caption*]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 GLENN KESSELMAN, an individual,
16 on behalf of himself and all others
17 similarly situated, *et al.*,

18 Plaintiffs,

19 vs.

20 TOYOTA MOTOR SALES, U.S.A.,
21 INC., a California Corporation

22 Defendant.

Case No. 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Terry J. Hatter, Jr.

Place: Courtroom #9C

Hearing Date: March 2, 2026

Hearing Time: 10:00 a.m.

23 _____

24
25
26
27
28

1 Thomas P. Rosenfeld, *admitted pro hac vice*
2 Kevin P. Green, *admitted pro hac vice*
3 Daniel S. Levy, *admitted pro hac vice*
4 **GOLDENBERG HELLER & ANTOGNOLI, P.C.**
5 2227 South State Route 157
6 Edwardsville, IL 62025
7 Telephone: (618) 656-5150
8 tom@ghalaw.com
9 kevin@ghalaw.com
10 daniel@ghalaw.com

11 Attorneys for Plaintiffs
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **TO THE HONORABLE COURT, PARTIES, AND COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on March 2, 2026, in the Courtroom of the
3 Honorable Terry J. Hatter, United States District Judge for the Central District of
4 California, Courtroom #9C, 350 W. 1st Street, Los Angeles California 90012,
5 Plaintiffs will and hereby do move the Court, pursuant to Federal Rule of Civil
6 Procedure 23, for an Order granting the relief in the Proposed Final Approval Order
7 filed herewith (Dkt. 184-3), including:

8 A. Granting final approval of the Class Action Settlement Agreement
9 (“Settlement”) entered into between the parties (Dkt. 145-3); and

10 B. Confirming certification of the Settlement Class defined in the
11 Settlement pursuant to Fed. R. Civ. P. 23(a) and 23(b)(2) and approving
12 the named plaintiffs and Class Counsel as identified in the Settlement
13 as Class Representatives and Class Counsel for the Settlement Class.

14 This motion, unopposed by Defendant Toyota Motor Sales, U.S.A., Inc., is
15 based on this Notice of Motion and Motion, the accompanying Memorandum of
16 Points and Authorities and Joint Declaration of Class Counsel, the Settlement,
17 including all exhibits thereto (Dkt. 145-3), the Declaration of Christian Tregillis, CPA
18 (Dkt. 170-8), the pleadings and papers on file in this Action, and any other such
19 evidence and argument as the Court may consider.

20 Local Rule 7-3 does not apply to this Motion because, although the parties
21 agreed to the Settlement, Rule 23 requires the Court to independently review the
22 Settlement to determine whether it is fair, reasonable, and adequate. Nonetheless,
23 this motion is made following the conferences of counsel regarding the Settlement
24 Agreement, as well as additional conferences between Class Counsel, Mr. Green, and
25 Defendant’s counsel, Ms. Shook, via email on January 15, 26, 28, 29, 30, and 31,
26 2026 and February 2, 2026.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: February 2, 2026

Respectfully submitted,

ARIAS SANGUINETTI WANG
& TEAM LLP

By: /s/ Mike Arias
Mike Arias
Craig S. Momita
M. Anthony Jenkins

GOLDENBERG HELLER
& ANTOGNOLI, P.C.
Thomas P. Rosenfeld
Kevin P. Green
Daniel S. Levy

Attorneys for Plaintiffs

1 Mike Arias (CSB #115385)
2 Craig S. Momita (CSB #163347)
3 M. Anthony Jenkins (CSB #171958)
4 **ARIAS SANGUINETTI WANG & TEAM LLP**
5 6701 Center Drive West, Suite 1400
6 Los Angeles, CA 90045
7 Telephone: (310) 844-9696
8 Facsimile: (310) 861-0168
9 mike@aswtlawyers.com
10 craig@aswtlawyers.com
11 anthony@aswtlawyers.com

12 [*Additional Counsel Cont'd. After Caption*]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 GLENN KESSELMAN, an individual,
16 on behalf of himself and all others
17 similarly situated, *et al.*,

18 Plaintiffs,

19 vs.

20 TOYOTA MOTOR SALES, U.S.A.,
21 INC., a California Corporation

22 Defendant.

Case No. 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**PLAINTIFFS' MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Terry J. Hatter, Jr.

Place: Courtroom #9C

Hearing Date: March 2, 2026

Hearing Time: 10:00 a.m.

23
24
25
26
27
28

1 Thomas P. Rosenfeld, *admitted pro hac vice*
2 Kevin P. Green, *admitted pro hac vice*
3 Daniel S. Levy, *admitted pro hac vice*
4 **GOLDENBERG HELLER & ANTOGNOLI, P.C.**
5 2227 South State Route 157
6 Edwardsville, IL 62025
7 Telephone: (618) 656-5150
8 tom@ghalaw.com
9 kevin@ghalaw.com
10 daniel@ghalaw.com

11 Attorneys for Plaintiffs
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

- I. INTRODUCTION 1
- II. OVERVIEW OF THE LITIGATION 2
- III. OVERVIEW OF THE SETTLEMENT 6
- IV. PRELIMINARY APPROVAL AND SUBSEQUENT DEVELOPMENTS.... 8
 - A. The Preliminary Approval Order 8
 - B. Subsequent Developments. 9
- V. THE SETTLEMENT SHOULD BE APPROVED 11
 - A. Plaintiffs Have Standing to Seek Injunctive Relief 11
 - B. The Settlement is Fair, Reasonable, and Adequate..... 13
 - 1. The *Hanlon* Factors Support Approval of the Settlement 14
 - 2. The Rule 23(e)(2) Factors Support Approval of the Settlement..... 20
- VI. CERTIFICATION OF THE SETTLEMENT CLASS SHOULD BE CONFIRMED..... 22
- VII. CONCLUSION 22

TABLE OF AUTHORITIES

Cases

Bates v. United Parcel Serv., Inc.,
 511 F.3d 974 (9th Cir. 2007) 11

Campbell v. Facebook, Inc.,
 951 F.3d 1106 (9th Cir. 2020) passim

Cardenas et al. v. Toyota Motor Corp. et al.,
 Case Number 1:18-cv-22798 (S.D. Fla.) 15

Davidson v. Kimberly-Clark Corp.,
 889 F.3d 956 (9th Cir. 2018) 12

Dunsmore v. San Diego Cty. Sheriff's Dep't,
 2025 U.S. Dist. LEXIS 149630 (S.D. Cal. Aug. 4, 2025)..... 18

Fernandez v. Corelogic Credco, LLC.,
 2024 U.S. Dist. LEXIS 23703 (S.D. Cal. Feb. 8, 2024)..... 19

Hamm v. Mercedes-Benz U.S.,
 2021 U.S. Dist. LEXIS 65098 (N.D. Cal. Apr. 2, 2021)..... 14

Hanlon v. Chrysler Corp.,
 150 F.3d 1011 (9th Cir. 1998) passim

In re Ring LLC Priv. Litig.,
 2023 U.S. Dist. LEXIS 235407 (C.D. Cal. Dec. 20, 2023)..... 12, 16

Kim v. Allison,
 8 F.4th 1170 (9th Cir. 2021) 13

Knight v. Red Door Salons, Inc.,
 2009 U.S. Dist. LEXIS 11149 (N.D. Cal. Feb. 2, 2009) 17

Kondash v. Kia Motors Am., Inc.,
 347 F.R.D. 197 (S.D. Ohio 2020)..... 14

Kouri v. Fed. Express Corp.,
 2023 U.S. Dist. LEXIS 245408 (C.D. Cal. July 25, 2023)..... 21

1 *Larsen v. Trader Joe's Co.*,
 2 2014 U.S. Dist. LEXIS 95538 (N.D. Cal. July 11, 2014) 15
 3 *Lilly v. Jamba Juice Co.*,
 4 2015 U.S. Dist. LEXIS 34498 (N.D. Cal. Mar. 18, 2015) 12
 5 *Moreno v. S.F. Bay Area Rapid Transit Dist.*,
 6 2019 U.S. Dist. LEXIS 13309 (N.D. Cal. Jan. 28, 2019)..... 17
 7 *Nat’l Rural Telecomm’s Coop. v. DIRECTV, Inc.*,
 8 221 F.R.D. 523 (C.D. Cal. 2004)..... 16
 9 *Nuwer et al. v. FCA US LLC*,
 10 Case Number 0:20-cv-60432 (S.D. Fla.) 14
 11 *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*,
 12 31 F.4th 651 (9th Cir. 2022) 11
 13 *Padilla v. Whitewave Foods Co.*,
 14 2021 U.S. Dist. LEXIS 207319 (C.D. Cal. May 10, 2021) 16
 15 *Perez v. Bodycote Thermal Processing, Inc.*,
 16 2024 U.S. Dist. LEXIS 151884 (C.D. Cal. Aug. 23, 2024) 11, 13
 17 *Pilkington v. Cardinal Health, Inc.*,
 18 516 F.3d 1095 (9th Cir. 2008) 11
 19 *Plaintiffs v. Hyundai Motor Co. Defendants*,
 20 2022 U.S. Dist. LEXIS 215046 (C.D. Cal. Oct. 20, 2022)..... 19
 21 *Rodriguez v. West Publ’g Corp.*,
 22 563 F.3d 948 (9th Cir. 2009) 15, 17, 22
 23 Rule 23(e)(2)(C)(ii) 21
 24 *Speerly v. GM, LLC*,
 25 143 F.4th 306 (6th Cir. 2025) 14
 26 *Sypherd v. Lazy Dog Rests., LLC*,
 27 2023 U.S. Dist. LEXIS 23257 (C.D. Cal. Feb. 10, 2023) 22
 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Rules

Fed. R. Civ. P. 23 22

Fed. R. Civ. P. 23(b)(2)..... 7, 8, 9

Fed. R. Civ. P. 23(b)(3)..... 14

Fed. R. Civ. P. 23(e)..... 11, 13

Fed. R. Civ. P. 23(e)(1)(B)(i) 11

Fed. R. Civ. P. 23(e)(2) passim

Fed. R. Civ. P. 23(e)(2)(A)..... 13, 20

Fed. R. Civ. P. 23(e)(2)(B)..... 20

Fed. R. Civ. P. 23(e)(2)(C)..... 20, 21

Fed. R. Civ. P.23(e)(2)(C)(i) 21

Fed. R. Civ. P.23(e)(2)(C)(iii)..... 21

Fed. R. Civ. P.23(e)(2)(C)(iv)..... 21

Fed. R. Civ. P. 23(e)(2)(D)..... 13, 20, 22

Fed. R. Civ. P. 23(e)(3) 13

Fed. R. Civ. P.23(f) 14

1 **I. INTRODUCTION**

2 Plaintiffs seek final approval of this class action settlement (“Settlement”) with
3 Defendant Toyota Motor Sales, U.S.A., Inc. (“Toyota”) in the above-captioned matter
4 (“Action”). In this multi-state class action, Plaintiffs allege that the Bluetooth hands-
5 free phone system in certain Toyota vehicles is defective because, when the Toyota
6 driver uses it to make or receive a call, the person on the other end of the phone call
7 hears an echo of his or her own words (the “Echo Issue”). After nearly six years of
8 hard-fought litigation, Class Counsel negotiated a Settlement Agreement with Toyota
9 (“Agreement”), set forth in Dkt. 145-3.¹

10 The Agreement provides meaningful injunctive relief and constitutes an
11 excellent outcome for Class Members in light of the risks and challenges associated
12 with further litigation, while preserving Class Members’ rights to seek monetary
13 relief. As called for in the Settlement, Toyota has not previously directly disclosed to
14 Class Members the existence of the Echo Issue, nor adequately described or disclosed
15 directly to Class Members the existence of a volume-adjustment procedure that
16 resolves the Echo Issue. The Agreement thus addresses the lack of adequate and
17 precise disclosure by providing for injunctive relief in the form of a multifaceted
18 consumer outreach program designed to provide disclosure and education to Class
19 Members regarding the Echo Issue and the volume-adjustment procedure. The
20 Settlement will resolve Class Members’ claims for injunctive relief but will **not**
21 release any Class Members’ claims for monetary damages. And the value of the
22 injunctive relief provided to the Class through the Settlement is significant,
23 conservatively valued by Plaintiffs’ expert witness, Christian Tregillis, CPA, at
24 \$22,500,000. *See* Decl. of Christian Tregillis (“Tregillis Decl.”), Dkt. 170-8.

25 The Settlement is the product of extensive arm’s-length negotiations between
26 the parties and their experienced and informed counsel. Prior to reaching a resolution,
27 _____

28 ¹ If not defined herein, capitalized terms have the meaning given in the Agreement.

1 and through nearly six years of hard-fought litigation, Class Counsel engaged in pre-
2 trial motion practice, conducted substantial discovery, retained various experts and
3 consultants to, *inter alia*, analyze the alleged defect, and carefully examined
4 thousands of documents and technical material produced by Toyota. Class Counsel,
5 who possess a firm understanding of the strengths and weaknesses of the claims, have
6 concluded, based upon their investigation, and taking into account the risks,
7 uncertainties, burdens, and costs of further prosecution of the claims, and the material
8 benefits the Class Members will receive from the Settlement, that a resolution on the
9 terms set forth in the Settlement is fair, reasonable, adequate, and in the best interests
10 of the Class. The Settlement satisfies all criteria for final approval, and Plaintiffs
11 accordingly request that the Court grant final approval of the Settlement.

12 **II. OVERVIEW OF THE LITIGATION²**

13 The operative complaint in this action is the Fifth Amended Complaint (“FAC”),
14 filed on January 6, 2025, which includes plaintiffs from eleven states—California,
15 Arizona, Colorado, Missouri, Washington, Illinois, Georgia, New York, Ohio,
16 Oregon, and Minnesota—and defines a class of Toyota vehicle purchasers and
17 lessees. The FAC alleges thirteen causes of action, citing violations of state consumer
18 protection laws. These claims arise from the alleged Echo Issue in certain Toyota
19 models manufactured between 2014 and 2019 (the “Subject Vehicles”).

20 This litigation has been vigorously contested for nearly six years and has
21 involved multiple jurisdictions, consolidated actions, extensive discovery, expert
22 consultation, and repeated settlement efforts. The case began on July 24, 2019, in
23 Missouri state court (the “Missouri Action”). After removal, the Missouri federal
24

25
26 ² The factual background described herein is set forth in the joint declarations in
27 support of Plaintiffs’ Motion for Preliminary Approval and Fee Petition (*See* Dkt. 145-
28 2 and 170-2), incorporated by reference in the Joint Declaration in Support of
Plaintiffs’ Motion for Final Approval, Dkt. 184-2 (“Joint Decl.”).

1 court partially granted and denied Toyota’s motion to dismiss. The parties engaged in
2 a mediation in January 2021, but no settlement was reached.

3 Discovery was substantial and hard-fought. Toyota served written discovery on
4 each Plaintiff and, in late 2022/early 2023, inspected most of the Plaintiffs’ vehicles
5 at Toyota dealerships and deposed eleven Plaintiffs. On February 10, 2023, Class
6 Counsel, which had conducted written discovery in the Missouri Action, served
7 Toyota with additional interrogatories, document requests, and a Rule 30(b)(6)
8 deposition notice setting forth 35 topics. Also in February 2023, Toyota’s counsel and
9 Class Counsel began extensive (but ultimately unsuccessful) settlement negotiations.
10 On March 30, 2023, Class Counsel served additional interrogatories and document
11 requests on Toyota, and an amended 30(b)(6) deposition notice.

12 From March 2023 to February 2024, the parties engaged in extensive discovery
13 conferences and document review. During this period, Toyota provided objections,
14 responses, and supplemental productions to Plaintiffs’ discovery requests, and
15 counsel for the parties met and conferred by letter and telephone on approximately
16 thirty occasions to work through objections, address issues with document
17 productions, and address the scope of written discovery and deposition topics.

18 During this period, and as outlined below, Class Counsel was also reviewing the
19 more than 90,000 pages produced by Toyota and working with consultants and
20 potential expert witnesses. As Class Counsel reviewed these documents with their
21 consultants, they gained a more complete and nuanced understanding of the Echo
22 Issue (leading to additional amendments to the Complaint) and continued preparing
23 for litigation of class certification and merits issues. For example, Class Counsel
24 determined that the Subject Vehicles have a common or substantially similar head
25 unit³ and a common internal component called the AMIGO chip responsible for echo
26

27 ³ The “head unit” is the component of Subject Vehicles located in the dashboard that
28 contains the multimedia system, including the Bluetooth system.

1 reduction that Plaintiffs contend causes the Echo Issue. In particular, Plaintiffs
2 contend that the Subject Vehicles all contain Calendar Year (CY) 13 head unit models
3 with an AMIGO chip that becomes overdriven at higher volumes, causing echo.
4 Toyota vehicles with the CY17 head unit (not at issue) do not have this problem and
5 do not experience the Echo Issue.

6 Counsel also investigated the availability, or potential unavailability, of various
7 “fixes” to the Echo Issue. Based upon investigation, it was clear that the AMIGO chip
8 in the Subject Vehicles could not be easily fixed with an upgrade or software update
9 to resolve the Echo Issue. Toyota eventually created a volume-adjustment procedure
10 to alleviate the echo and made this available to dealers in a “Tech Tip.” Through their
11 review of Toyota’s document production and their own testing and consultation with
12 experts, Class Counsel confirmed the effectiveness of the volume adjustment
13 procedure. It became evident, however, that one of the main issues was a lack of
14 disclosure of the Echo Issue itself (which is not always self-evident because it is not
15 experienced by the driver), combined with the vague “Tech Tip” that had not been
16 provided directly to the consumers. Thus, Toyota’s approach still placed a burden on
17 consumers by requiring them to take their vehicles into a dealer to resolve the Echo
18 Issue. Moreover, despite the Tech Tip being *available* for dealers to search for and
19 potentially find in their computer systems, documents appeared to show numerous
20 instances of dealers not applying the volume adjustments, not advising the consumers
21 of the volume adjustment procedure, or applying the wrong remedy such as software
22 updates that Plaintiffs contended were ineffective.

23 Furthermore, Plaintiffs have consistently asserted that the Echo Issue—and
24 Toyota simply maintaining the status quo for its response—presented a safety risk in
25 that it would cause drivers to use phones while driving or similarly attempt to adjust
26 volumes or settings on the phone while trying to resolve what may be thought of as a
27 faulty connection. This also presented a legal risk in states that promote safety by
28

1 prohibiting the use of cell phones without hands-free systems. *See, e.g.*, FAC ¶¶ 2,
2 84-87. The safety risks, legal risks, and lack of disclosure were further supported by
3 Toyota’s owner’s manuals and consumer complaints to dealers.

4 Plaintiffs thus contended that Toyota failed to address a critical need relating to
5 the Echo Issue: educating Class Members about the existence of the Echo Issue and
6 directly providing them with the self-help volume adjustment remedy. And, until this
7 Settlement, Toyota had not taken these steps despite having created the volume-
8 adjustment procedure in 2018 as part of its internal investigation of the Echo Issue.

9 Beginning in December 2023, the parties re-engaged in settlement discussions.
10 These discussions too proved unsuccessful. At the same time, the parties were
11 working to schedule the depositions of Toyota’s identified 30(b)(6) witnesses. In May
12 2024, counsel for the parties reengaged in settlement discussions. These settlement
13 negotiations continued over the next several months and resulted in the Settlement
14 terms. During these negotiations, the parties only discussed the terms for the Class
15 and did not discuss the payment of attorneys’ fees, costs, expenses, or Class
16 Representative service awards. On October 18, 2024, the parties notified the Court
17 that they had reached a settlement in principle as to the Class. Dkt. 133. It was only
18 after the settlement in principle for the Class had been reached that the parties began
19 negotiating the amount of attorneys’ fees, costs, and service awards that, separate and
20 apart from the Settlement consideration, and subject to Court approval, would be paid
21 by Toyota. Class Counsel and Toyota’s Counsel reached agreement in principle on
22 those terms on December 2, 2024.

23 The Fifth Amended Complaint was filed on January 6, 2025, to conform the
24 pleadings to the evidence and facilitate the Settlement. Dkt. 139. The Court entered
25 an Order preliminarily approving the Settlement and set a final Fairness hearing for
26 March 2, 2026. Dkt. 153, 155. Thereafter, the extensive Outreach Program negotiated
27 by the parties and approved by the Court commenced, as further set forth herein.

1 **III. OVERVIEW OF THE SETTLEMENT**

2 The Settlement Class is defined as: “[A]ll individuals or legal entities who, at
3 any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or
4 lease(d) Subject Vehicles in the States of Arizona, California, Colorado, Georgia,
5 Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington. Excluded
6 from the Class are: (a) Toyota, its officers, directors, employees, affiliates and
7 affiliates’ officers, directors and employees; distributors and distributors’ officers,
8 directors and employees; and Toyota Dealers and Toyota Dealers’ officers and
9 directors; (b) Plaintiffs’ Counsel; and (c) judicial officers and their immediate family
10 members and associated court staff assigned to this case.” Agreement ¶ II.A.5.

11 The Settlement provides for injunctive relief only, consisting of a
12 comprehensive consumer outreach program designed to directly disclose to Class
13 Members the existence of the Echo Issue and provide clarity and education about how
14 to alleviate the issue. The Outreach Program, described in Section III of the Agreement
15 includes the following components:

16 a. A Volume Adjustment Protocol Website with (i) detailed customer
17 instructions related to the Volume Adjustment Protocol, the language of which has
18 been negotiated and agreed to by the Parties, (ii) an enhanced video instructing Class
19 Members of the Volume Adjustment Protocol, the script for which has been negotiated
20 and agreed to by the Parties, and (iii) a link to the Settlement website;

21 b. Direct contact to Direct Mail Recipients via U.S. Mail, or where
22 available, by email, which includes (i) information about the Echo Issue; (ii) enhanced
23 instructions for the Volume Adjustment Protocol, the language of which has been
24 negotiated and agreed to by the Parties; (iii) a QR code that shall be designed to take
25 Class Members to the Volume Adjustment Protocol Website, and (iv) a QR code
26 which will refer the Class Member to the Settlement website;

1 c. Social media program that includes social media ads targeting
2 Class Members with settlement-related information, including directing the Class
3 Members to the Volume Adjustment Protocol Website; and

4 d. A renewed Tech Tip, which will be available to Dealers and will
5 include the enhanced instructions and a link to the Volume Adjustment Protocol
6 Website and enhanced video.

7 The Outreach Program, including access to the Volume Adjustment Protocol
8 Settlement Website, began on the Initial Notice Date and terminates three (3) years
9 after the Initial Notice Date.

10 Although class notice is not required for a Rule 23(b)(2) class, out of an
11 abundance of caution, certain notice was agreed to by the Parties in conjunction with
12 the Outreach Program, including a combination of Direct Mail Outreach (by both mail
13 and email) to current owners and lessees whose contact information is reasonably
14 available, notice through the Settlement website and the Volume Adjustment Protocol
15 Website, Long Form Notice, social media notice, and a dedicated toll-free telephone
16 number. Agreement ¶ IV. The Long Form Notice and Direct Mail Outreach are
17 attached to the Agreement as Exhibits 3 and 4, respectively.

18 Under the Settlement, Class Members only release claims for injunctive relief.
19 Class Members will not release claims for monetary damages. *Id.* ¶ VI.B. Only the
20 Plaintiffs who executed the Settlement Agreement will release all claims. *Id.* ¶ VI.C.

21 As provided for in the Settlement, Class Counsel has asked the Court to approve
22 attorney's fees in the amount of \$2,850,000, plus reimbursement of litigation costs
23 and expenses in the amount of \$273,373.96. Dkt. 170-1 ("Fee Petition").⁴ Class
24 Counsel has also asked the Court to approve a combined Service Award of \$95,000,

25 _____
26 ⁴ This amount of costs and expenses is \$5,310 less than stated in the Fee Petition
27 because the final bill of Mr. Tregillis was less than estimated and applied the initial
28 retainer. Joint Decl. ¶ 8. An amended proposed order reflecting this change will be
submitted.

1 with Plaintiffs who both sat for their deposition and had their vehicle inspected to
2 receive \$7,500, Plaintiffs who had vehicle inspections but did not sit for their
3 deposition to receive \$5,000, and the Plaintiff who did not have a vehicle inspection
4 or sit for his deposition to receive \$2,500. *Id.* As set forth in the Fee Petition, the
5 Service Awards will compensate Plaintiffs for the substantial time and efforts they
6 put into this litigation in benefit to the Class, including by assisting with investigating
7 and drafting the complaints, meeting with counsel, responding to written discovery,
8 subjecting their vehicles to inspections, and sitting for their depositions.

9 **IV. PRELIMINARY APPROVAL AND SUBSEQUENT DEVELOPMENTS**

10 **A. The Preliminary Approval Order**

11 On June 27, 2025, the Court entered its Preliminary Approval Order, finding,
12 for purposes of preliminary approval, the Settlement “fair, adequate, and reasonable.”
13 Dkt. 153 at 7. The Court further found that the “comprehensive outreach program
14 will . . . provide all of the class members with information to allow them to minimize
15 and/or eliminate the echo problem . . .” and “will notify the class members of the
16 problem itself” as “[o]ne of the main issues in this case is that many of the class
17 members are, likely, not aware of the echo problem because the echo can be heard
18 only by the other parties to their telephone calls.” *Id.* Additionally, the court found the
19 “proposed settlement was reached through settlement discussions after the Court ruled
20 on various motions and after the parties gave full consideration to their respective
21 legal and factual risks following thorough investigations into the subject Toyota
22 vehicles,” and thus the proposed settlement was the product of arms-length
23 negotiations. *Id.*

24 The Court also certified the Class under Rule 23(b)(2), subject to Final
25 Approval, finding it satisfied numerosity, commonality, typicality, and adequacy, and
26 that “[b]ecause the named class representatives alleged that Toyota Sales failed to
27 disclose the echo problem and volume adjustment procedure to all of the class
28

1 members, and because a single injunction would provide relief by minimizing and/or
2 eliminating the echo problem for the entire putative class, this case can, properly, be
3 certified under Rule 23(b)(2).” *Id.* at 6. Accordingly, the Court found that “this case
4 will be certified as a Rule 23(b)(2) class action. *Id.* Finally, the Court set deadlines
5 relating to the outreach program and further motions, and scheduled the Fairness
6 Hearing for March 2, 2026 at 10:00 a.m. Dkt. 155, 169.

7 **B. Subsequent Developments.**

8 Following Preliminary Approval, the Court-appointed Settlement
9 Administrator, Epiq Solutions (“Epiq”), timely implemented the Notice Program in
10 accordance with the Settlement Agreement and the Court’s Order (Dkt. 155),
11 including substantial direct notice to Class Members supplemented by publication
12 notice and earned media outreach. Declaration of Cameron R. Azari, Esq., Senior
13 Vice President for Epiq (Azari Decl.) (Dkt. 168-1), ¶¶ 9-10.

14 On February 7, 2025, Epiq transmitted notice to the appropriate state and federal
15 officials pursuant to 28 U.S.C. § 1715. Azari Decl. ¶ 7 & Attachment 1 thereto.

16 On March 26, 2025, Toyota “provided Epiq with the list of applicable Vehicle
17 Identification Numbers (“VIN LIST”), which included 1,798,683 unique VIN
18 numbers.” *Id.* ¶ 11. Epiq then sent the VIN LIST to S&P Global Automotive (“S&P”)
19 “to purchase data containing identifying information and last known mailing addresses
20 corresponding with the VINs provided by Toyota.” *Id.* To the extent S&P did “not
21 already have the needed Direct Notice Recipients’ vehicle and contact information in
22 its existing database, [S&P] used the VINs provided by Toyota to request and obtain
23 class vehicle and owner contact information from the respective state Departments of
24 Motor Vehicles.” *Id.*

25 On September 16, 2025, S&P “returned 1,798,685 unique records associated
26 with the 1,798,683 unique VIN numbers.” *Id.* ¶ 12. On October 16, 2025, Epiq
27 commenced sending 1,050,636 Email Notices and 418,051 initial Postcard Notices,
28

1 with 290,709 additional Postcard Notices sent, beginning on November 14, 2025,
2 when emails were undeliverable after multiple attempts. Undeliverable postcards were
3 promptly re-mailed using updated addresses, with 7,862 remailed as of January 22,
4 2026. *See* Supp. Decl. of Cameron R. Azari, Esq. (Supp. Azari Decl.) (Dkt. 182-1), ¶¶
5 12-16.

6 The Notice Plan also included an internet digital notice campaign that ran from
7 October 16, 2025 through November 14, 2025, including targeted digital advertising
8 on the Google Display Network, Facebook, and Instagram. Azari Decl. ¶¶ 20-21, 25.
9 Such digital notices linked to the settlement website to allow visitors “easy access to
10 relevant information and documents.” *Id.* ¶ 23. The digital notices from the digital
11 notice campaign generated approximately 23 million targeted impressions. *Id.* ¶ 25.

12 Additionally, on August 18, 2025, an informational release was issued over *PR*
13 *Newsire’s U.S.1 newsline*, which was picked up by 412 media outlets. *Id.* ¶ 29; *see*
14 *also* Supp. Azari Decl. ¶ 16.

15 The Settlement Website, www.ToyotaEchoSettlement.com, went live on
16 August 15, 2025, and provided Class Members with access to important documents,
17 including the Settlement Agreement, Long Form Notice, and Preliminary Approval
18 Order, along with relevant dates and deadlines. Azari Decl. ¶ 30. The Settlement
19 Website also included a “chatbot” functionality to submit questions and receive
20 approved responses. *Id.* As of January 22, 2026, there have been 240,298 unique
21 visitor sessions to the Settlement Website. Supp. Azari Decl. ¶ 17. Further, Epiq
22 established a toll-free telephone number to call for further information relating to the
23 Settlement, which received 1,505 calls as of January 22, 2026. *Id.* ¶ 18.

24 In total, 7 timely objections to the Settlement were submitted, discussed further
25 below. No governmental entity objected or sought to intervene following the CAFA
26 notice.

1 **V. THE SETTLEMENT SHOULD BE APPROVED**

2 Pursuant to Federal Rule of Civil Procedure 23(e), “a district court should
3 approve a class action settlement if it finds it to be “fair, reasonable, and adequate.”
4 Fed. R. Civ. P. 23(e)(2); *Perez v. Bodycote Thermal Processing, Inc.*, 2024 U.S. Dist.
5 LEXIS 151884, *10-11 (C.D. Cal. Aug. 23, 2024) (“If a proposed settlement would
6 bind class members, ‘the court may approve it only after a hearing and only on finding
7 that it is fair, reasonable, and adequate”) (citing Fed. R. Civ. P. 23(e)(2)). In exercising
8 its discretion to approve a settlement, a court should give “proper deference to the
9 private consensual decision of the parties.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
10 1027 (9th Cir. 1998); *see also Pilkington v. Cardinal Health, Inc.*, 516 F.3d 1095,
11 1101 (9th Cir. 2008) (public policy “strong[ly] . . . favors settlements, particularly
12 where complex class action litigation is concerned”).

13 In granting preliminary approval of the Settlement, the Court was required to
14 determine that it was likely to find the Settlement fair, reasonable, and adequate. Fed.
15 R. Civ. P. 23(e)(1)(B)(i). The Court’s expectation that it would likely approve the
16 Settlement was well-founded and, for the reasons set forth below, final approval of the
17 Settlement is warranted.

18 **A. Plaintiffs Have Standing to Seek Injunctive Relief**

19 Initially, Plaintiffs have standing to obtain injunctive relief because they have
20 sufficiently alleged “continuing, present adverse effects” due to Toyota’s alleged
21 unlawful conduct—*i.e.* its failure to disclose the Echo Issue. *Campbell v. Facebook,*
22 *Inc.*, 951 F.3d 1106, 1119-20 (9th Cir. 2020).⁵ Notably, Plaintiffs allege Toyota has
23 neither directly disclosed to Plaintiffs and Class Members the existence of the Echo

24 _____
25 ⁵ “[T]he Supreme Court has long recognized that in cases seeking injunctive or
26 declaratory relief, only one plaintiff need demonstrate standing to satisfy Article III.”
27 *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 682
28 n.32 (9th Cir. 2022) (citing cases). The Ninth Circuit has “likewise applied this rule
where a class sought injunctive or equitable relief.” *Id.* (citing *Bates v. United Parcel
Serv., Inc.*, 511 F.3d 974, 985 (9th Cir. 2007) (en banc).

1 Issue (which is not readily apparent to the driver of the vehicle), nor adequately
2 described any fix or volume adjustment for the Echo Issue, nor provided any such
3 procedure to Plaintiffs and Class Members prior to or following their purchases or
4 leases of the Subject Vehicles. FAC, ¶ 12. Thus, the Echo Issue “has not been resolved
5 and is an ongoing defect that continues to cause harm to Plaintiffs and the Class
6 Members for which legal remedies are inadequate by creating a safety risk through
7 their inability to use the Class Vehicle’s hands-free Bluetooth system.” *Id.* ¶ 13.
8 Accordingly, Plaintiffs’ allegations that the Echo Issue is continuing to cause them
9 present adverse effects—and which the injunctive relief provided in the Settlement
10 instructs them how to resolve—is alone sufficient to establish standing.

11 Alternatively, Plaintiffs and Class Members face a threat of imminent or actual
12 harm arising from their inability to rely on Toyota’s representations in the future. *See,*
13 *e.g.*, FAC ¶¶ 12-15, 104-105. That harm is sufficient to confer standing, and Toyota’s
14 relief of disclosing the Echo Issue and volume-adjustment protocol remedies that
15 harm by restoring confidence to rely on Toyota’s future representations. *See Davidson*
16 *v. Kimberly-Clark Corp.*, 889 F.3d 956, 962, 967 (9th Cir. 2018) (plaintiff who
17 purchased flushable wipes, used them, then “never again purchased flushable
18 wipes” had “properly alleged that she faces a threat of imminent or actual harm by
19 not being able to rely on [defendant’s] labels in the future, and that this harm is
20 sufficient to confer standing to seek injunctive relief”) (citing *Lilly v. Jamba Juice*
21 *Co.*, 2015 U.S. Dist. LEXIS 34498 (N.D. Cal. Mar. 18, 2015) (finding plaintiff who
22 previously purchased smoothie products had standing to seek injunctive relief in form
23 of labeling changes and approving injunction-only settlement in which defendant
24 made labeling changes for a class of “all persons in California who bought one of the
25 following [smoothie] products”); *see also In re Ring LLC Priv. Litig.*, 2023 U.S. Dist.
26 LEXIS 235407 (C.D. Cal. Dec. 20, 2023) (approving injunction-only settlement
27
28

1 involving additional disclosures by defendant for class of all persons who purchased
2 defendant’s device during Class Period).

3 **B. The Settlement is Fair, Reasonable, and Adequate**

4 In determining whether a proposed class action settlement may be approved as
5 “fair, reasonable, and adequate” under Rule 23(e)(2), the Court must consider
6 whether: (A) the class representatives and class counsel have adequately represented
7 the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for
8 the class is adequate, taking into account: (i) the costs, risks, and delay of trial and
9 appeal; (ii) the effectiveness of any proposed method of distributing relief to the class,
10 including the method of processing class-member claims; (iii) the terms of any
11 proposed award of attorney’s fees, including timing of payment; and (iv) any
12 agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats
13 class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(A)-(D).

14 In addition, “each circuit has developed its own vocabulary for expressing these
15 concerns,” thus it is appropriate for this Court to consider the factors set forth by the
16 Ninth Circuit. Fed. R. Civ. P. 23(e), Advisory Committee’s Note to 2018 Amendment.
17 These factors are: “(1) the strength of the plaintiff’s case; (2) the risk, expense,
18 complexity, and likely duration of further litigation; (3) the risk of maintaining class
19 action status throughout the trial; (4) the amount offered in settlement; (5) the extent
20 of discovery completed and the stage of the proceedings; (6) the experience and views
21 of counsel; (7) the presence of a governmental participant; and (8) the reaction of the
22 class members of the proposed settlement.” *Perez*, 2024 U.S. Dist. LEXIS 151884, at
23 *12-13 (citing *Hanlon*, 150 F.3d at 1026) (the “*Hanlon* factors”). Many *Hanlon*
24 factors overlap with Rule 23(e)(2)’s factors, but a district court should consider both
25 when evaluating a proposed settlement. *Id.* at *13 (citing *Kim v. Allison*, 8 F.4th 1170,
26 1178 (9th Cir. 2021)).

1 Here, the Settlement between the parties is fair, adequate, and reasonable. The
2 Settlement provides meaningful injunctive relief to the Class, including the disclosure
3 of the existence of the Echo Issue, plus clarification and disclosure of the Volume
4 Adjustment Protocol, without requiring Class Members to release claims for monetary
5 damages. *See Campbell*, 951 F.3d at 1123. As set forth above, that relief provides
6 remedies to the actual and imminent harms described in the FAC. Ultimately, the
7 *Hanlon* factors and Rule 23(e)(2) are satisfied and final approval of the Settlement
8 Agreement is warranted.

9 **1. The *Hanlon* Factors Support Approval of the Settlement**

10 Plaintiffs continue to believe this case is strong and that Toyota would be held
11 liable if the case proceeded to trial. But they also recognize the risk, expense, and time
12 involved to reach trial or obtain a final judgment for classwide damages.

13 First, Toyota would vigorously contest class certification in this Court and on a
14 Rule 23(f) interlocutory appeal. *See, e.g.*, Dkt. 130 at 162. And while damage classes
15 are often certified under Rule 23(b)(3) in auto-defect cases, certification is by no
16 means guaranteed. *See, e.g., Speerly v. GM, LLC*, 143 F.4th 306, 312 (6th Cir. 2025)
17 (reversing district court’s certification of multi-state consumer fraud classes alleging
18 defect in transmission); *Hamm v. Mercedes-Benz U.S.*, 2021 U.S. Dist. LEXIS 65098,
19 *35 (N.D. Cal. Apr. 2, 2021) (denying class certification for 23(b)(3) damages class
20 in case alleging omission of auto-defect based on lack of predominance); *Kondash v.*
21 *Kia Motors Am., Inc.*, 347 F.R.D. 197, 211 (S.D. Ohio 2020) (denying class
22 certification for lack of predominance).

23 Second, recent auto-defect cases that proceeded to trial on the merits reveal
24 potential risk in obtaining damages for the Class—even if liability were established.
25 For example, in January 2024, *Nuwer et al. v. FCA US LLC*, Case Number 0:20-cv-
26 60432 (S.D. Fla.) proceeded to trial. This was a class action against Fiat Chrysler
27 alleging its vehicles contained faulty automatic head restraints. The jury found the
28

1 company violated Florida’s consumer fraud statute by not disclosing a known defect
2 and was therefore liable; however, the jury also determined class members were not
3 owed any monetary damages. *Nuwer* came on the heels of the 2023 verdict in
4 *Cardenas et al. v. Toyota Motor Corp. et al.*, Case Number 1:18-cv-22798 (S.D. Fla.),
5 where a jury ruled in favor of Toyota in a class action alleging certain Camry models
6 had defective air conditioning units that caused mold to grow in the car’s AC systems.

7 Third, Counsels’ investigation showed Toyota’s volume-adjustment procedure
8 effectively addresses the Echo Issue. Given that fact, and in light of the recent no-
9 damage jury verdicts and Toyota’s continued denial of wrongdoing and affirmative
10 defenses, Plaintiffs faced real risks of not recovering damages for the Class.

11 Finally, regardless of the eventual outcome, continuing to pursue litigation
12 would involve significant expense relating to complex and technical issues regarding
13 the Echo Issue and classwide damages, both necessitating costly expert services and
14 testimony. And further litigation would last several more years, as Toyota would
15 undoubtedly appeal any judgment.

16 Accordingly, the first three *Hanlon* factors weigh in favor of final approval. *See*
17 *also Larsen v. Trader Joe's Co.*, 2014 U.S. Dist. LEXIS 95538, *12 (N.D. Cal. July
18 11, 2014) (“In the absence of settlement now, the parties would incur significant
19 additional costs in discovery, including depositions, . . . a survey of [defendant’s]
20 customers regarding the materiality of the alleged misrepresentations, and expert
21 discovery addressing the use of synthetic versus natural ingredients. Moreover,
22 settlement is favored where, as here, significant procedural hurdles remain, including
23 class certification and an anticipated appeal.”) (citing *Rodriguez v. West Publ'g Corp.*,
24 563 F.3d 948, 966 (9th Cir. 2009).

25 The relief offered in the Settlement also supports approval. There is no
26 “particular formula by which th[e] outcome must be tested.” *Rodriguez*, 563 F.3d at
27 965. “In most situations, unless the settlement is clearly inadequate, its acceptance and
28

1 approval are preferable to lengthy and expensive litigation with uncertain results.”
2 *Nat’l Rural Telecomm’s Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal.
3 2004) (quotation marks and citation omitted). Further, injunctive-relief settlements are
4 often approved, particularly as here where class members do not release claims for
5 monetary damages, in cases where classwide damages are uncertain, and where a
6 defendant makes relevant new disclosures. *See, e.g., Campbell*, 951 F.3d at 1119-20
7 (approving settlement providing for injunctive-only relief in form of additional
8 disclosures without release of claims for monetary damages); *In re Ring*, 2023 U.S.
9 Dist. LEXIS 235407 (same); *Padilla v. Whitewave Foods Co.*, 2021 U.S. Dist. LEXIS
10 207319 (C.D. Cal. May 10, 2021) (same); *Lilly.*, 2015 U.S. Dist. LEXIS 34498 (same).

11 Here, the Settlement provides Class Members with immediate, tangible benefits
12 by giving them, through the comprehensive Outreach Program, detailed information
13 about the existence and nature of the Echo Issue and how to alleviate the effects of the
14 Echo Issue. Agreement ¶ III. As set forth above, one of the main issues in this case is
15 a lack of disclosure of the Echo Issue itself. Toyota has never directly disclosed the
16 existence of the Echo Issue to customers, and because the echo is heard by the person
17 on the other end of the call, many Class Members may not even be aware that their
18 vehicle has the Echo Issue (unless the person on the other end of their call tells them).
19 Moreover, Toyota had not adequately described or disclosed directly to Class
20 Members the existence of a volume-adjustment procedure that resolves the Echo Issue.

21 The Settlement addresses the lack of adequate and precise disclosure by
22 providing for injunctive relief in the form of the multifaceted consumer outreach
23 program designed to provide disclosure and education directly to Class Members
24 regarding the Echo Issue and the volume-adjustment procedure. In addition to
25 disclosing the Echo Issue to Class Members and giving them a solution to this ongoing
26 problem, the Settlement restores Class Members’ confidence to rely on Toyota’s
27 statements about products in the future.

1 Additionally, the Settlement preserves Class Members’ ability to seek damages
2 should they desire because it does not release such claims. That carveout adds to the
3 benefits received by the Class and supports approval. *See Campbell*, 951 F.3d at 1123
4 (“[T]he relief provided to the class cannot be assessed in a vacuum. Rather, the
5 settlement’s benefits must be considered by comparison to what the class actually gave
6 up by settling”); *Moreno v. S.F. Bay Area Rapid Transit Dist.*, 2019 U.S. Dist. LEXIS
7 13309, *13-14 (N.D. Cal. Jan. 28, 2019) (considering that “the case was only certified
8 for injunctive relief purposes and class members are free to bring individual damages
9 claims.”).

10 Moreover, the extent of discovery completed, stage of proceedings, and
11 experience and views of counsel all support approval. By the time the Parties reached
12 the Settlement, they had engaged in significant pre-trial motion practice, conducted
13 extensive discovery, and spent considerable time and resources consulting with
14 experts. Joint Decl. re: Fee Petition, Dkt. 170-2 ¶¶ 8-10. Plaintiffs’ Counsel, who have
15 extensive experience in prosecuting complex class actions, including consumer
16 protection class actions, were informed of the facts, claims, and defenses in the case
17 and the risks of proceeding to trial and appeal, and endorse the Settlement without
18 reservation. Joint Decl. ¶ 7; *Rodriguez*, 563 F.3d at 967 (“[P]arties represented by
19 competent counsel are better positioned than courts to produce a settlement that fairly
20 reflects each party’s expected outcome in litigation[.]”); *Knight v. Red Door Salons,*
21 *Inc.*, 2009 U.S. Dist. LEXIS 11149, *11 (N.D. Cal. Feb. 2, 2009) (“[R]ecommendations
22 of plaintiffs’ counsel should be given a presumption of reasonableness.”).⁶

23 As to the reaction of the class members, only 7 out of approximately 1.8 million
24 Class Members timely objected to the Settlement. Thus, the objections amount to only
25 0.00039% of Class Members, which means 99.99961% did not file objections,
26

27 ⁶ The seventh *Hanlon* factor (presence of a governmental participant) is inapplicable
28 as there are no governmental participants.

1 providing evidence that the Settlement has been well-received.⁷ Moreover, as set forth
2 below, the objections should be overruled as they lack merit and in no way warrant a
3 finding against the fairness, reasonableness, or adequacy of the Settlement.

4 Initially, as noted above, courts do not examine the relief provided in a vacuum
5 but in comparison to what the class members give up under the settlement. *See*
6 *Campbell*, 951 F.3d at 1123. Thus, the objections should be considered in light of the
7 fact that Toyota has agreed to this injunctive relief Settlement that preserves Class
8 Members' damages claims, as well as the requested attorney's fees. *See Dunsmore v.*
9 *San Diego Cty. Sheriff's Dep't*, 2025 U.S. Dist. LEXIS 149630, *15-16 (S.D. Cal. Aug.
10 4, 2025) (considering injunctive relief settlement class members were not waiving
11 damages claims in finding objections did not merit rejecting settlement agreement).

12 The objections fall into various categories. Some object to the requested
13 attorney's fees in light of what they see as too simple of a solution. Those objections
14 are without merit for the reasons set forth in the Fee Petition. *See* Dkt. 170-1 at 17-18,
15 addressing Hribernick objection (Dkt. 160). As set forth more fully therein, that the
16 solution to the Echo Issue is relatively simple does not mean the requested fees are a
17 windfall in light of the years Class Counsel spent vigorously litigating this case in the
18 face of Toyota's denial of liability before Toyota agreed to provide the education
19 remedy directly to consumers.

20 The remaining objections also lack merit, largely relating to irrelevant issues or
21 misunderstandings about the Echo Issue, Settlement relief, or what was disclosed by
22 Toyota apart from the Settlement. The objections of Hribernick (Dkt. 160), Petersen
23 (Dkt. 173), and Miller (Dkt. 174) take issue with the ability of consumers to bring

24 ⁷ Another objection filed after the objection deadline (Dkt. 181) contends the relief
25 treats all class members equally and provides no compensation for his alleged echo-
26 related damages, though the Settlement preserves his ability to pursue individual
27 damages claims. Counsel also received a post-deadline letter to the clerk that
28 expressly states it is not an objection and appears to misconstrue the requested
service award as classwide damages.

1 lawsuits relating to what they characterize as an “item of convenience” or
2 “inconvenience” rather than a “personal injury” or performance and safety issue.
3 These overlook the significant safety issue involved with trying to correct an echoing
4 phone call while driving. Further, Rexroad’s contention (Dkt. 176) that Toyota is only
5 doing what it has already been doing and McMillen’s assertion (Dkt. 157) that the
6 “case seems frivolous because the alleged problem can be dealt with by using the
7 Volume Adjustment Protocol listed on the Court-Approved Legal Class Settlement
8 Notice” overlooks that it was only through this Settlement that such notice of the Echo
9 Issue was provided to Class Members.

10 The Rexroad objection relating to the Court-approved process to submit
11 objections also lacks merit, as the process and requirements here are typical and
12 regularly ordered. *See, e.g., Plaintiffs v. Hyundai Motor Co. Defendants*, 2022 U.S.
13 Dist. LEXIS 215046, *25-27 (C.D. Cal. Oct. 20, 2022); and *Fernandez v. Corelogic*
14 *Credco, LLC.*, 2024 U.S. Dist. LEXIS 23703, at *53-54 (S.D. Cal. Feb. 8, 2024).

15 Finally, it appears that objector Allen (Dkt. 179), who asserts Toyota should be
16 required to replace the head unit of the vehicles, may be experiencing different audio
17 issues in her vehicle other than the Echo Issue, based on her references to calls being
18 “consistently distorted and difficult or impossible to hear” and “only marginally
19 audible,” and based on the referenced troubleshooting instructions she attempted
20 which, from her description, differ from the Volume Adjustment Protocol. This
21 objection also highlights the benefit of preserving any damages claims. Allen may
22 have or wish to assert based on her issues.

23 Thus, the objections are without merit and provide no basis to find that the
24 Settlement is not fair, reasonable, and adequate.

25 Accordingly, the *Hanlon* factors weigh in favor of approval.

1 **2. The Rule 23(e)(2) Factors Support Approval of the Settlement**

2 The Settlement is procedurally fair under Rule 23(e)(2)(A) and (B). As set forth
3 above, the Plaintiffs’ interests are aligned with the Class Members’ interests, they have
4 vigorously prosecuted the case, and they are represented by counsel with extensive
5 experience who have forcefully litigated this matter. *See supra*, §§ III, VI.A.1.

6 Furthermore, the Settlement is the result of extensive arms-length negotiations
7 that occurred after thorough investigation. Settlement discussions included a failed
8 mediation in January 2021; extensive settlement discussions between counsel for the
9 Parties between February and June of 2023 that eventually failed; additional failed
10 negotiations in late 2023/early 2024; and hard-fought negotiations between counsel
11 for the Parties regarding relief for the Class between May 2024 and October 2024,
12 which resulted in this Settlement. Joint Decl. in support of Plaintiff’s Fee Petition,
13 Dkt. 170-2 ¶ 17. And the preservation of Class Members’ right to seek monetary
14 damages was a key term negotiated during this time. *Id.* The Settlement was reached
15 after a thorough investigation into the claims by Class Counsel and after the parties
16 engaged in substantial discovery and motion practice, as demonstrated above. This
17 allowed Class Counsel to have a proper understanding of the strengths and weaknesses
18 of the case and to balance the benefits of settlement against the risks of further
19 litigation when engaging in negotiations. Finally, counsel for the Parties did not begin
20 discussing terms relating to attorneys’ fees, costs, and service awards until after they
21 had reached a settlement in principle for the Class, ultimately reaching agreement on
22 those terms on December 2, 2024. *Id.* ¶ 18. Further, those amounts are subject to Court
23 approval and will not affect whether the Settlement becomes effective. Agreement ¶
24 VII.H. Nothing during these negotiations or in the substance of the proposed
25 Settlement presents any reason to doubt the Settlement’s fairness or suggests any
26 collusion, of which there was none.

1 The relief itself is also substantively adequate under Rule 23(e)(2)(C). The
2 considerations identified in Rule 23(e)(2)(C)(i) (the costs, risks, and delay of trial and
3 appeal) overlap with the *Hanlon* factors and are satisfied for the reasons discussed
4 above. *See supra*, § VI.A.1.

5 Moreover, the Rule 23(e)(2)(C)(ii) factor is moot here because where a
6 settlement “provides only injunctive relief that applies generally and equally . . . there
7 is no need for the Court to examine a method of distribution.” *Kouri v. Fed. Express*
8 *Corp.*, 2023 U.S. Dist. LEXIS 245408, *14-15 (C.D. Cal. July 25, 2023).
9 Nevertheless, as set forth above in § V.B, the Settlement’s Outreach Program provided
10 comprehensive notice to Class Members via multiple means. This factor therefore
11 supports approval.

12 Under Rule 23(e)(2)(C)(iii), the Settlement is adequate, taking into account the
13 terms of proposed attorney’s fees, including timing of payment. Any attorneys’ fee
14 awarded by the Court is to be paid within 30 days of the Settlement’s Final Effective
15 Date. Agreement VII.G. Plaintiffs’ Counsel has petitioned the Court for an award of
16 attorneys’ fees of \$2,850,000, plus litigation costs and expenses incurred in pursuing
17 the claims against Toyota in the amount of \$273,373.96. *See* Dkt. 170-1. As of the
18 time of the Fee Petition, the fee amount reflected an approximately 1.05 multiplier of
19 Plaintiffs’ Counsel’s lodestar invested in the case throughout six years of litigation, a
20 relatively modest multiplier and well within the accepted range. *See* Dkt. 170-1 at 14.
21 Finally, the proposed fee does not come from any portion of relief provided to the
22 Class; rather Toyota has agreed to pay the amounts requested by Plaintiffs’ Counsel
23 in addition to paying for the extensive Outreach Program, providing further evidence
24 of its reasonableness and adequacy.

25 Under Rule 23(e)(2)(C)(iv), there are no agreements besides the Settlement
26 Agreement made in connection with the Settlement.

1 Finally, under Rule 23(e)(2)(D), the proposed Settlement treats class members
2 equitably relative to each other. The Settlement provides Class Members with the
3 same injunctive relief via the Outreach Program. Agreement ¶ III. And while Class
4 Counsel has petitioned the Court for service awards (Dkt. 170-1) as set forth in the
5 Settlement as compensation for Plaintiffs' time and effort serving as plaintiffs in this
6 action, such awards are regularly awarded based on the work performed by the
7 plaintiffs. *See Sypherd v. Lazy Dog Rests., LLC*, 2023 U.S. Dist. LEXIS 23257, *15-
8 16 (C.D. Cal. Feb. 10, 2023) (citing *Rodriguez*, 563 F.3d at 958)).

9 Accordingly, the Rule 23(e)(2) factors weigh in favor of approval.

10 **VI. CERTIFICATION OF THE SETTLEMENT CLASS SHOULD BE**
11 **CONFIRMED**

12 As set forth above, in its Preliminary Approval Order the Court certified the
13 Settlement Class under Rule 23, subject to Final Approval. Because nothing has
14 changed following the Court's ruling, the Court should confirm and grant final
15 certification of the Settlement Class for purposes of entering a Final Approval Order.

16 **VII. CONCLUSION**

17 For the forgoing reasons, Plaintiffs respectfully request that the Court grant final
18 approval of the Settlement.⁸

19
20 Dated: February 2, 2026

Respectfully submitted,

21 ARIAS SANGUINETTI WANG
22 & TEAM LLP

23 By: /s/ Mike Arias
24 Mike Arias
25 Craig S. Momita
26 M. Anthony Jenkins

27 ⁸ A Proposed Final Judgment and a Proposed Final Approval Order is submitted with
28 Plaintiffs' Motion.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GOLDENBERG HELLER
& ANTOGNOLI, P.C.
Thomas P. Rosenfeld
Kevin P. Green
Daniel S. Levy

Attorneys for Plaintiffs

CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiffs certifies that this brief contains 6,951 words, which complies with the word limit of L.R. 11-6.1.

/s/ Mike Arias
Mike Arias

1 Mike Arias (CSB #115385)
2 Craig S. Momita (CSB #163347)
3 M. Anthony Jenkins (CSB #171958)
4 **ARIAS SANGUINETTI WANG & TEAM LLP**
5 6701 Center Drive West, Suite 1400
6 Los Angeles, CA 90045
7 Telephone: (310) 844-9696
8 Facsimile: (310) 861-0168
9 mike@aswtlawyers.com
10 craig@aswtlawyers.com
11 anthony@aswtlawyers.com

12 [*Additional Counsel Cont'd. After Caption*]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 GLENN KESSELMAN, an individual,
16 on behalf of himself and all others
17 similarly situated, *et al.*,

18 Plaintiffs,

19 vs.

20 TOYOTA MOTOR SALES, U.S.A.,
21 INC., a California Corporation

22 Defendant.

Case No. 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**JOINT DECLARATION IN
SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Terry J. Hatter, Jr.

Place: Courtroom #9C

Hearing Date: March 2, 2026

Hearing Time: 10:00 a.m.

1 Thomas P. Rosenfeld, *admitted pro hac vice*
2 Kevin P. Green, *admitted pro hac vice*
3 Daniel S. Levy, *admitted pro hac vice*
4 **GOLDENBERG HELLER & ANTOGNOLI, P.C.**
5 2227 South State Route 157
6 Edwardsville, IL 62025
7 Telephone: (618) 656-5150
8 tom@ghalaw.com
9 kevin@ghalaw.com
10 daniel@ghalaw.com

11 Attorneys for Plaintiffs
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Pursuant to 28 U.S.C. § 1746, we, Mike Arias and Kevin P. Green, declare as
2 follows:

3 1. I, Mike Arias, am managing partner of the law firm of Arias, Sanguinetti,
4 Wang & Team LLP (“ASWT”), and am a member in good standing of the California
5 Bar and of the United States District Court for the Central District of California.
6 ASWT represents the Plaintiffs and Settlement Class in this Action. I am fully
7 competent to make this declaration.

8 2. I, Kevin P. Green, am a shareholder with the law firm of Goldenberg
9 Heller & Antognoli, P.C. (“GHA”), am a member in good standing of the Illinois Bar
10 and the Missouri Bar, and am admitted *pro hac vice* to this Court in this Action. GHA
11 represents the Plaintiffs and Settlement Class in this Action. I am fully competent to
12 make this declaration.

13 3. The statements in this declaration are based on our personal knowledge
14 and recollection as of this date, and we would competently testify thereto if called
15 upon to do so.

16 4. We make this Joint Declaration in support of Plaintiffs’ Motion for Final
17 Approval of Class Action Settlement (the “Final Approval Motion”) regarding
18 Plaintiffs’ settlement with Defendant Toyota Motor Sales, U.S.A., Inc.¹

19 5. Class Counsel has substantial experience representing plaintiffs in
20 consumer class litigation and in other complex litigation similar to the present Action.
21 Firm resumes for ASWT and GHA are set forth in connection with our Fee Petition,
22 Dkt. 170-3 and 170-4.

23 6. In our joint declarations in support of Plaintiffs’ Motion for Preliminary
24 Approval and Fee Petition (*See* Dkt. 145-2 and 170-2), we provided detailed
25 information regarding the procedural background of this Action; the work performed

26 ¹ Unless otherwise stated, all defined terms used herein have the meanings set forth
27 in the Motion for Final Approval (Dkt. 184), Memorandum of Points and
28 Authorities (Dkt. 184-1), and Settlement Agreement (Dkt 145-3).

1 by Class Counsel in litigating this Action, including relating to discovery and motion
2 practice; the nature and cause of the Echo Issue in the Class Vehicles; the effectiveness
3 of the Volume Adjustment Procedure in alleviating the Echo Issue and the lack of
4 prior disclosure directly to consumers; prior unsuccessful settlement negotiations and
5 negotiations leading to the Settlement; and our view of the benefits of the Settlement
6 in conjunction with the risks and costs associated with further litigation. We hereby
7 incorporate these declarations as if fully set forth herein.

8 7. Based on Class Counsel’s extensive experience in prosecuting complex
9 consumer class actions, and after being informed of the facts, claims, and defenses at
10 issue in this Action along with the risks of proceeding through trial and appeal, Class
11 Counsel fully endorses this Settlement without reservation as being fair, reasonable,
12 and adequate, and in the best interests of the Settlement Class.

13 8. We note that our prior Joint Declaration in support of Plaintiffs’ Fee
14 Petition (Dkt. 170-2) and its Exhibit 5 included \$13,764 that Mr. Tregillis had
15 indicated would be invoiced in January for his work performed through December 18,
16 2025. Thereafter, Mr. Tregillis submitted an invoice for his work through December
17 31, 2025, totaling only \$13,454 (a reduction of \$310). He also confirmed that our
18 \$5,000 retainer could be applied to this amount, making the total paid only \$8,454.
19 That is a reduction of \$5,310 from the total amount of expenses sought, bringing the
20 total expenses sought down from \$278,683.96 to **\$273,373.96**.

21
22
23 I declare under penalty of perjury that the foregoing is true and correct.
24 Executed on this 2nd day of February, 2026.

25
26 /s/ Mike Arias

27 Mike Arias

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury that the foregoing is true and correct.
Executed on this 2nd day of February, 2026.

/s/ Kevin P. Green
Kevin P. Green

ATTESTATION

I, Mike Arias, hereby attest that all other signatories listed above concur in this filing's content and have authorized me to make this filing.

Dated: February 2, 2026 /s/ Mike Arias
M. Anthony Jenkins

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

GLENN KESSELMAN, *et al.*,
*individually and on behalf of similarly
situated individuals,*

Plaintiff,

v.

TOYOTA MOTOR SALES, U.S.A.,
INC., *et al.*,

Defendants.

Case No.: 2:21-cv-06010-TJH-JC
Hon. Terry J. Hatter, Jr.

**[PROPOSED] FINAL ORDER
APPROVING RULE 23(b)(2)
CLASS ACTION SETTLEMENT**

1 **WHEREAS**, the Court, having considered the Settlement Agreement dated
2 January 30, 2025, (the “Settlement Agreement”) (Dkt. 145-3) between and among
3 Plaintiffs and Defendant Toyota Motor Sales, U.S.A., Inc. (“Toyota”), the Court’s
4 June 27, 2025, Order granting preliminary approval of the Settlement and certifying
5 the Class for settlement purposes only and subject to final approval, its Order
6 scheduling settlement deadlines and scheduling a final Fairness Hearing (Dkt. 155),
7 having held a Fairness Hearing on March 2, 2026, and having considered all of the
8 submissions and arguments with respect to the Settlement, and otherwise being fully
9 informed, and good cause appearing therefor;

10 **IT IS HEREBY ORDERED AS FOLLOWS:**

11 1. This Final Order Approving Class Action Settlement (“Final Order”)
12 incorporates herein and makes a part hereof the Settlement Agreement and its
13 exhibits and the Preliminary Approval Order. Unless otherwise provided herein, the
14 terms defined in the Settlement Agreement and Preliminary Approval Order shall
15 have the same meanings for purposes of this Final Order and accompanying Final
16 Judgment.

17 2. The Court has personal jurisdiction over all parties in the Action
18 pursuant to 28 U.S.C. § 1332, including, but not limited to all Class Members, and
19 has subject matter jurisdiction over the Action, including, without limitation,
20 jurisdiction to approve the Settlement Agreement, grant final certification of the
21 Class, settle and release all claims released in the Settlement Agreement, and dismiss
22 the Action with prejudice and enter final judgment in the Action. Venue is proper in
23 this district.

24 **I. THE SETTLEMENT CLASS**

25 3. Based on the record before the Court, including all submissions in
26 support of the settlement set forth in the Settlement Agreement (“Settlement”),
27 objections and responses thereto and all prior proceedings in the Action, as well as
28 the Settlement Agreement itself and its related documents and exhibits, the Court

1 hereby confirms the certification of the following Class (the “Class”) for settlement
2 purposes only:

3 All individuals or legal entities who, at any time as of the occurrence of
4 the Initial Notice Date, own(ed), purchase(d), or lease(d) certain 2014-
5 2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019
6 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019
7 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia,
8 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015
9 Venza, and 2018-2019 Yaris vehicles. in the States of Arizona,
10 California, Colorado, Georgia, Illinois, Minnesota, Missouri, New
11 York, Ohio, Oregon, and Washington. Excluded from the Class are:
12 (a) Toyota, its officers, directors, employees, affiliates and affiliates’
13 officers, directors and employees; distributors and distributors’
14 officers, directors and employees; and Toyota Dealers and Toyota
15 Dealers’ officers and directors; (b) Plaintiffs’ Counsel; and (c) judicial
16 officers and their immediate family members and associated court staff
17 assigned to this case.

18 4. Since this Court granted preliminary approval, there have been no
19 “material changes to any of the information relevant to the application of the factors
20 that are used to determine whether the certification of a class is appropriate under
21 Fed. R. Civ. P. 23.” *Salas v. Toyota Motor Sales*, 2025 U.S. Dist. LEXIS 4112, *4
22 (C.D. Cal. Jan. 7, 2025) (quoting *Miller v. Wise Co., Inc.*, No. ED CV17-99616 JAK
23 (PLAx), 2020 WK 1129863, at *4 (C.D. Cal. Feb. 11, 2020)).

24 5. Therefore, the Court confirms, for settlement purposes and conditioned
25 upon the entry of the Final Order and Final Judgment and upon the occurrence of
26 the Final Effective Date, that the Class meets all the applicable requirements of Fed.
27 R. Civ. P. 23(a) and (b)(2):
28

1 a. *Numerosity.* The Class consists of individuals and legal entities, who at
2 any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or
3 lease(d) one of the approximately 1.8 million Subject Vehicles located throughout
4 the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri,
5 New York, Ohio, Oregon, and Washington and satisfies the numerosity requirement
6 of Fed. R. Civ. P. 23(a)(1). Joinder of these widely-dispersed, numerous Class
7 Members into one suit would be impracticable.

8 b. *Commonality.* There are some questions of law or fact common to the
9 Class with regard to the alleged activities of Toyota in this case. These issues are
10 sufficient to establish commonality under Fed. R. Civ. P. 23(a)(2).

11 c. *Typicality.* The claims of Plaintiffs are typical of the claims of the Class
12 Members they seek to represent for purposes of settlement.

13 d. *Adequate Representation.* Plaintiffs' interests do not conflict with those
14 of absent members of the Class, and Plaintiffs' interests are co-extensive with those
15 of absent Class Members. Additionally, this Court recognizes the experience of
16 Class Counsel. Plaintiffs and their counsel have prosecuted this Action vigorously
17 on behalf of the Class. The Court finds that the requirement of adequate
18 representation of the Class has been fully met under Fed. R. Civ. P. 23(a)(4).

19 e. *Injunctive Relief.* Final injunctive relief is appropriate where "the party
20 opposing the class has acted or refused to act on grounds that apply generally to the
21 class, so that final injunctive relief or corresponding declaratory relief is appropriate
22 respecting the class as a whole." Fed. R. Civ. P. 23(b)(2). Here, Plaintiffs' claims
23 regarding the allegedly defective Bluetooth Echo systems and Toyota's disclosures
24 regarding same, and alleged lack thereof, are generally applicable to the Settlement
25 Class. Moreover, the terms of the Settlement provide an Outreach Program to that
26 class as a whole that remedies Plaintiffs' and the Settlement Class's claims by
27 providing users with notice of the existence of the Echo Issue, and clarification and
28 disclosure of the Volume Adjustment Protocol, all of which alleviates an ongoing

1 issue in the Subject Vehicles and restores confidence to rely on Toyota’s future
2 representations. *See, e.g.*, Fifth Am. Compl. ¶¶ 12-15, 104-105.

3 6. The Court finds that the Plaintiffs have adequately represented the
4 Class for purposes of entering into and implementing the Settlement Agreement and
5 appoints the named Plaintiffs as the designated Settlement Class Representatives.
6 The Court appoints Mike Arias and M. Anthony Jenkins of Arias Sanguinetti Wang
7 & Team LLP and Thomas P. Rosenfeld, Kevin P. Green, and Daniel S. Levy of
8 Goldenberg Heller & Antognoli, P.C. as Class Counsel.

9 7. In making all of the foregoing findings, the Court has exercised its
10 discretion in certifying the Fed. R. Civ. P. 23(b)(2) Class.

11 **II. NOTICE TO CLASS MEMBERS**

12 8. The settlement in this Action is an injunctive only Federal Rule of Civil
13 Procedure 23(b)(2) settlement, which requires no release of any monetary remedies
14 or statutory damages by any member of the Class. In (b)(2) settlements, courts
15 frequently determine notice to Settlement Class Members and opt-out rights are not
16 necessary. *Padilla v. Whitewave Foods Co.*, No. 2:18-CV-09327-SB-JC, 2021 WL
17 4902398, at *4 (C.D. Cal. May 10, 2021) (“The Court therefore exercises its
18 discretion and does not direct notice because the settlement does not alter the
19 unnamed class members’ legal rights.”); *Chan v. Sutter Health Sacramento Sierra*
20 *Region*, No. LACV1502004JAKAGR, 2016 WL 7638111, at *14 (C.D. Cal. June
21 9, 2016) (“Because notice is optional for a Rule 23(b)(2) class ... and the Class
22 Members’ rights will not be prejudiced by the Settlement Agreement, notice is not
23 required for purposes of the proposed Settlement Agreement.”).

24 9. Despite the fact that notice is not a requirement for an injunctive-only
25 Rule 23(b)(2) settlement, the record shows and the Court finds that the Notice
26 Program, which was voluntarily agreed to by the Parties, has been given to the Class
27 in the manner approved by the Court. *See* Dkt. 155. The Court finds that such Class
28 Notice (a) is reasonable and constitutes the best practicable notice to Class Members

1 under the circumstances; (b) constitutes notice that was reasonably calculated, under
2 the circumstances, to apprise Class Members of the pendency of the Action and the
3 terms of the Settlement Agreement, their right to object to all or any part of the
4 Settlement, their right to appear at the Fairness Hearing (either on their own or
5 through counsel hired at their own expense) and the binding effect of the orders and
6 Final Order and Final Judgment in the Action, whether favorable or unfavorable, on
7 all persons in the Class; and (c) constitutes due, adequate, and sufficient notice to all
8 persons entitled to receive notice under Fed. R. Civ. P. 23 and any other applicable
9 law as well as complying with the Federal Judicial Center’s illustrative class action
10 notices.

11 10. The Court further finds that Toyota, through the Settlement Outreach
12 Administrator, provided notice of the Settlement to the appropriate state and federal
13 government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given
14 the appropriate state and federal government officials the requisite ninety-day time
15 period to comment or object to the Settlement before entering its Final Order and
16 Final Judgment.

17 **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

18 11. Although Rule 23 imposes strict procedural requirements on the
19 approval of a class settlement, a district court’s only role in reviewing the substance
20 of that settlement is to ensure that it is “fair, adequate, and free from collusion.”
21 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026–27 (9th Cir.1998) (holding that
22 district court should have broad discretion because it “is exposed to the litigants, and
23 their strategies, positions and proof”).

24 12. A number of factors guide the district court in making that
25 determination, including:

26 the strength of the plaintiffs’ case; the risk, expense, complexity, and
27 likely duration of further litigation; the risk of maintaining class action
28 status throughout the trial; the amount offered in settlement; the extent

1 of discovery completed and the stage of the proceedings; the
2 experience and views of counsel; the presence of a governmental
3 participant; and the reaction of the class members to the proposed
4 settlement.

5 *Lane v. Facebook, Inc.*, 9 F.3d 811, 818 (9th Cir. 2012) (*citing Hanlon*, 150 F.3d at
6 1026); *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D.
7 Cal. 2004).

8 13. Fed. R. Civ. P. 23(e) provides further guidance as to the requisite
9 considerations in evaluating whether a proposed settlement is fair, reasonable and
10 adequate. It states that a court must consider whether:

- 11 (A) Plaintiffs and Class Counsel have adequately represented the class;
- 12 (B) the proposal was negotiated at arm’s length;
- 13 (C) the relief provided for the class is adequate, taking into account:
 - 14 (i) the costs, risks, and delay of trial and appeal;
 - 15 (ii) the effectiveness of any proposed method of distributing relief to
16 the class, including the method of processing class-member
17 claims;
 - 18 (iii) the terms of any proposed award of attorney’s fees, including
19 timing of payment; and
 - 20 (iv) any agreement required to be identified under Rule 23(e)(3); and
- 21 (D) the proposal treats class members equitably relative to each other.

22 Fed. R. Civ. P. 23(e)(2).

23 14. The Court finds that the Settlement Agreement resulted from extensive
24 arm’s length good faith negotiations between Plaintiffs and Toyota.

25 15. The Court further finds the Settlement Agreement is fair, reasonable,
26 and adequate given the strength of the plaintiffs’ case, the risk, expense, complexity,
27 and likely duration of further litigation; the risk of maintaining class action status
28 throughout the trial; the amount offered in settlement; the extent of discovery

1 completed and the stage of the proceedings; the experience and views of counsel;
2 and the reaction of the class members to the proposed settlement; the effectiveness
3 of the Outreach Program; and the equitable treatment of class members relative to
4 each other. The Court finds that the settlement provides meaningful injunctive relief
5 to the Class, including the disclosure of the existence of the Echo Issue, plus
6 clarification and disclosure of the Volume Adjustment Protocol, without requiring
7 Class Members to release claims for monetary damages. *See Campbell v. Facebook*
8 *Inc.*, 951 F.3d 1106, 1123 (9th Cir. 2020) (affirming approval of injunctive relief
9 class action settlement that provided targeted relief in the form of disclosures by
10 defendant without waiving class members' claims for monetary damages). As set
11 forth above, that relief provides remedies to the actual and imminent harms
12 described in the Fifth Amended Complaint.

13 16. The Court has considered all objections, timely and proper or
14 otherwise, to the Settlement and denies and overrules all of them as without merit.
15 Any Class Member who did not timely file and serve an objection in writing to the
16 Settlement Agreement or Fee Award in accordance with the procedures set forth in
17 the Settlement Agreement is deemed to have waived any such objection by appeal,
18 collateral attack, or otherwise.

19 17. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in
20 all respects the Settlement as set forth in the Settlement Agreement and finds that
21 the Settlement, the Settlement Agreement, and all other parts of the Settlement are,
22 in all respects, fair, reasonable, and adequate, and in the best interest of the Class
23 and are in full compliance with all applicable requirements of the Federal Rules of
24 Civil Procedure, the United States Constitution (including the Due Process Clause),
25 the Class Action Fairness Act, and any other applicable law. The Court hereby
26 declares that the Settlement Agreement is binding on all Class Members, and it is to
27 be preclusive in the Action.

28

1 18. The Parties are hereby directed to implement and consummate the
2 Settlement according to the terms and provisions of the Settlement Agreement. In
3 addition, the Parties are authorized to agree to and adopt such amendments and
4 modifications to the Settlement Agreement as (a) shall be consistent in all material
5 respects with this Final Order Approving Class Action Settlement, and (b) do not
6 limit the rights of the Class.

7 **IV. CLASS COUNSEL’S APPLICATION FOR ATTORNEYS’ FEES,**
8 **COSTS AND EXPENSES, AND PLAINTIFF SERVICE AWARDS**

9 19. The procedures set forth in Rule 23(h) regarding Class Counsel’s Fee
10 Application have been satisfied. The Court sets forth its findings of fact and
11 conclusions of law regarding said motion in a separate order awarding attorneys’
12 fees, costs, and a Service Award, which is incorporated herein by reference. Pursuant
13 thereto, the Court awards Class Counsel \$2,850,000.00 as reasonable attorneys’ fees
14 and \$273,373.96 for litigation costs and expenses, to be paid by Toyota pursuant to
15 the Settlement Agreement. Further, the Court awards a combined service award to
16 Plaintiffs of \$95,000 to be paid by Toyota pursuant to the Settlement Agreement and
17 divided as follows among the Plaintiffs identified in the Settlement Agreement:
18 \$2,500 to Plaintiff Coviello; \$5,000 to Plaintiffs Granger and Freeman; and \$7,500
19 to each of the other Plaintiffs.

20 **V. DISMISSAL OF CLAIMS, RELEASE, AND PERMANENT**
21 **INJUNCTION**

22 20. The Action is hereby dismissed with prejudice on the merits and
23 without costs to any party, except as otherwise provided herein or in the Settlement
24 Agreement.

25 21. Upon entry of this Final Order and the Final Judgment, each member
26 of the Class, on behalf of themselves and any other legal or natural persons who may
27 claim by, through or under them, including their executors, administrators, heirs,
28 assigns, predecessors and successors, agree to fully, finally, and forever release,

1 relinquish, acquit, and discharge the Released Parties from any and all injunctive
2 relief, including claims, demands, suits, petitions, liabilities, causes of action, rights,
3 losses, and relief of any kind and/or type for injunctive relief regarding the subject
4 matter of the Action or the Related Action, including, whether past, present, or
5 future, mature, or not yet mature, known or unknown, suspected or unsuspected,
6 contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted,
7 including, but not limited to, alleged defects in the use, programming, and/or
8 implementation of the hands-free phone system in the Subject Vehicles, and whether
9 based on federal, state or local law, statute, ordinance, rule, regulation, code,
10 contract, tort, fraud or misrepresentation, common law, violations of any state’s or
11 territory’s deceptive, unlawful, or unfair business or trade practices, false,
12 misleading or fraudulent advertising, consumer fraud or consumer protection
13 statutes, or other laws, unjust enrichment, any breaches of express, implied or any
14 other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any
15 other source, or any claim of any kind seeking any injunctive relief, in law or in
16 equity, arising from, related to, connected with, and/or in any way involving the
17 Action and/or the Related Action (“Released Claims”).

18 22. Upon entry of this Final Order and the Final Judgment, Plaintiffs and
19 any other legal or natural persons and entities who or which may claim by, through,
20 or under them, including their executors, administrators, heirs, assigns, predecessors
21 and successors, agree to fully, finally, and forever release, relinquish, acquit, and
22 discharge the Released Parties from any and all relief, including claims, demands,
23 suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any
24 kind and/or type for injunctive relief regarding the subject matter of the Action
25 and/or the Related Action, including, not limited to, injunctive or declaratory relief,
26 compensatory, exemplary, statutory, punitive, restitutionary damages, civil
27 penalties, and expert or attorneys’ fees and costs, whether past, present, or future,
28 mature, or not yet mature, known or unknown, suspected or unsuspected, contingent

1 or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including,
2 but not limited to, alleged defects in the use, programming, and/or implementation
3 of the hands-free phone system in the Subject Vehicles, and whether based on
4 federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort,
5 fraud or misrepresentation, common law, violations of any state's or territory's
6 deceptive, unlawful, or unfair business or trade practices, false, misleading or
7 fraudulent advertising, consumer fraud or consumer protection statutes, or other
8 laws, unjust enrichment, any breaches of express, implied or any other warranties,
9 the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any
10 claim of any kind, in law or in equity, arising from, related to, connected with, and/or
11 in any way involving the Action and/or the Related Action.

12 23. Plaintiffs are deemed to acknowledge and waive Section 1542 of the
13 Civil Code of the State of California and any law of any state or territory that is
14 equivalent to Section 1542. Section 1542 provides that:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
16 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
17 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
18 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER**
19 **MUST HAVE MATERIALLY AFFECTED HIS OR HER**
20 **SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY.**

21 Plaintiffs expressly waive and relinquish any and all rights and benefits that they
22 may have under, or that may be conferred upon them by, the provisions of Section
23 1542 of the California Civil Code, or any other law of any state or territory that is
24 similar, comparable or equivalent to Section 1542, to the fullest extent they may
25 lawfully waive such rights. Notwithstanding Plaintiffs' express waiver of any rights
26 conferred under Section 1542 of the Civil Code of the State of California with
27 respect to the Released Claims, the release of the Plaintiffs' claims is limited to
28 claims arising from and related to the facts alleged in the Action, the Fifth Amended

1 Class Action Complaint, or any amendments of the Class Action Complaint
2 pertaining to the Subject Vehicles' Bluetooth Echo systems.

3 24. The Court orders that the Settlement Agreement shall be the exclusive
4 remedy for all claims released in the Settlement for all Class Members.

5 25. All Class Members and their representatives are hereby permanently
6 barred and enjoined from, either directly, through their representatives, or in any
7 other capacity instituting, maintaining, prosecuting, and/or asserting any suit,
8 action, claim, and/or proceeding, whether legal, administrative, or otherwise against
9 the Released Parties, either directly or indirectly, on their own behalf, on behalf of a
10 class or on behalf of any other person or entity seeking any claims for injunctive
11 relief that are encompassed by the Release in the Settlement Agreement. Pursuant to
12 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this permanent
13 injunction is necessary and appropriate in aid of its continuing jurisdiction and
14 authority over the Settlement and the Action.

15 **V. OTHER PROVISIONS**

16 26. Without affecting the finality of this Final Order or the accompanying
17 Final Judgment, the Court retains continuing and exclusive jurisdiction over the
18 Action and all matters relating to the administration, consummation, enforcement,
19 and interpretation of the Settlement Agreement and of this Final Order and the
20 accompanying Final Judgment, to protect and effectuate this Final Order and the
21 accompanying Final Judgment, and for any other necessary purpose. The Parties,
22 Plaintiffs, and each Class Member are hereby deemed to have irrevocably submitted
23 to the exclusive jurisdiction of this Court, for the purpose of any suit, action,
24 proceeding, or dispute arising out of or relating to the Settlement Agreement or the
25 applicability of the Settlement Agreement, including the exhibits thereto, and only
26 for such purposes.

27 27. In the event that the Final Effective Date does not occur, certification
28 of the Class shall be automatically vacated and this Final Order and the

1 accompanying Final Judgment, and other orders entered in connection with the
2 Settlement and releases delivered in connection with the Settlement, shall be vacated
3 and rendered null and void as provided by the Settlement Agreement.

4 28. Without further order of the Court, the Parties may agree to reasonably
5 necessary extensions of time to carry out any of the provisions of the Settlement
6 Agreement. Likewise, the Parties may, without further order of the Court, agree to
7 and adopt such amendments to the Settlement Agreement (including exhibits) as are
8 consistent with this Final Order and the accompanying Final Judgment and do not
9 limit the rights of Class Members under the Settlement Agreement.

10 29. Nothing in this Final Order or the accompanying Final Judgment shall
11 preclude any action in this Court to enforce the terms of the Settlement Agreement.

12 30. Neither this Final Order nor the accompanying Final Judgment (nor any
13 document related to the Settlement Agreement) is or shall be construed as an
14 admission by the Parties. Neither the Settlement Agreement (or its exhibits), this
15 Final Order, the accompanying Final Judgment, or any document related to the
16 Settlement Agreement shall be offered in any proceeding as evidence against any of
17 the Parties of any fact or legal claim; provided, however, that Toyota and the
18 Released Parties may file any and all such documents in support of any defense that
19 the Settlement Agreement, this Final Order, the accompanying Final Judgment, and
20 any other related document is binding on and shall have res judicata, collateral
21 estoppel, and/or preclusive effect in any pending or future lawsuit by any person
22 who is subject to the release described above asserting a released claim against any
23 of the Released Parties.

24 31. A copy of this Final Order shall be filed in, and applies to, the Action.

25 SO ORDERED this ____ day of _____ 2026.

26
27 **HONORABLE TERRY J. HATTER, JR.**
28 **UNITED STATES DISTRICT JUDGE**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

GLENN KESSELMAN, *et al.*, individually
and on behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR SALES, U.S.A., INC.,
et al.,

Defendants.

Case No.: 2:21-cv-06010-TJH-JC
Hon. Terry J. Hatter, Jr.

[PROPOSED] FINAL JUDGMENT

1 IT IS on this ____ day of _____ 2026, **HEREBY**
2 **ADJUDGED AND DECREED PURSUANT TO FEDERAL RULES OF CIVIL**
3 **PROCEDURE 23 and 58 AS FOLLOWS:**

4 (1) On this date, the Court entered a Final Order Approving Class
5 Action Settlement (Dkt. No. __);

6 (2) For the reasons stated in the Court’s Final Order Approving Class
7 Action Settlement, judgment is entered in accordance with the Final Order Approving
8 Class Action Settlement and this Action is dismissed with prejudice; and

9 (3) A copy of this Final Judgment shall be filed in, and applies to, this
10 Action.

11
12 SO ORDERED this ____ day of _____ 2026.

13
14
15 _____
16 Honorable Terry J. Hatter, Jr.
17 United States District Court
18
19
20
21
22
23
24
25
26
27
28