

## **JUDGMENT IS HEREBY ENTERED** as follows:

- 1. The Court hereby **CERTIFIES** the Settlement Class and **GRANTS** the Motion for Final Approval of the Settlement. The Court fully and finally approves the Settlement in the form contemplated by the Settlement Agreement and finds its terms to be fair, reasonable and adequate within the meaning of Fed. R. Civ. P. 23. The Court directs the consummation of the Settlement pursuant to the terms and conditions of the Settlement Agreement.
- 2. The Court **CONFIRMS** the appointment of Co-Lead Plaintiffs' Counsel and the members of the Plaintiffs Steering Committee listed in the Court's Preliminary Approval Order as Settlement Class Counsel.
- 3. The Court **CONFIRMS** the appointment of Mark Altier, Alejandra Renteria, Samuel Choc, Tatiana Gales, Gary Samouris, Michael Hines, Brent DeRouen, Danny Hunt, Evan Green, Joy Davis, and Dee Roberts as Settlement Class Representatives.
- 4. The Court **CONFIRMS** the appointment of the Kroll Notice Media as the Notice Administrator.
- 5. The Court **CONFIRMS** Patrick Hron and Patrick Juneau, of Juneau David APLC as the Settlement Special Administrator that will oversee and administer the Settlement Fund.
- 6. The Court **GRANTS** Settlement Class Counsel's request for attorneys' fees and costs, and **AWARDS** Settlement Class Counsel \$25,000,000 in attorneys' fees and \$472,730.40 in reasonable expenses, to be paid from the Settlement Fund and allocated by Co-Lead Counsel among the firms that performed work consistent with the Common Benefit Order.
- 7. The Court **AWARDS** service awards of \$2,500 to each of the 11 Settlement Class Representatives identified in paragraph 3 above, to be paid from the Settlement Fund.

- 8. The Release from Section VII of the Settlement Agreement shall take effect from the date of this Judgment.
- 9. The individuals and entities listed in the Settlement Agreement are excluded from the Settlement Class.
- 10. The Court hereby permanently bars and enjoins any Toyota Class Member who has not opted out of the class from instituting or prosecuting any claims released pursuant to this Settlement against the Released Parties, as those terms are used and defined in the Settlement Agreement.
- 11. The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement concerning the administration and enforcement of the Settlement Agreement and to effect its terms.
- 12. The claims of Plaintiffs Mark Altier, Alejandra Renteria, Samuel Choc, Tatiana Gales, Gary Samouris, Michael Hines, Brent DeRouen, Danny Hunt, Evan Green, Joy Davis, and Dee Roberts in this Action against Defendants Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., and Toyota Motor Engineering & Manufacturing North America, Inc. are dismissed with prejudice, without costs to any party, except as otherwise provided in the Settlement Agreement.
- 13. Under Rule 54(b) of the Federal Rules of Civil Procedure, no just reason exists for delay in entering this judgment. The Court accordingly directs the Clerk to enter this judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

Dated: November 28, 2023

John A. Kronstadt United States District Judge

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