

# EXHIBIT Q

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

JULIET MURPHY, individually and on  
behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR CORPORATION, et al.,

Defendant.

Case No. 4:21-cv-00178-ALM

**AFFIDAVIT OF COURT-APPOINTED SETTLEMENT SPECIAL MASTER**  
**PATRICK A. JUNEAU**

STATE OF LOUISIANA )

) : ss.

PARISH OF LAFAYETTE )

BEFORE ME, undersigned authority, personally came and appeared PATRICK A. JUNEAU, who, after being duly sworn, did depose and say:

1. I am an attorney at law and duly licensed to practice law in the State of Louisiana since 1965.

2. I was appointed by the Court to be the Mediator in this case on November 10, 2021. ECF No. 54.

3. I was appointed by the Court to be the Settlement Special Master in this case on February 2, 2024. ECF No. 123. Except where noted, the testimony set forth in this declaration is

based on my first-hand knowledge, about which I would and could testify competently in Court if called upon to do so.<sup>1</sup>

4. As I stated in my Affidavit in support of the Joint Motion to Appoint Patrick A. Juneau as Settlement Special Master dated February 1, 2024, I have had significant experiences as both a Settlement Special Master and mediator resolving large and complex cases, and/or otherwise addressing settlement and related issues in other class actions and mass torts. ECF No. 121-2, ¶ 5.

5. As a court-appointed Settlement Special Master, I have overseen and distributed billions of dollars in settlement funds to hundreds of thousands of class members in numerous large, high profile, complex and multi-party federal and state mass and class action cases. Examples of my experience include: *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, (Case No. 10-md-02179, E.D. La.) (Honorable Carl J. Barbier); *In re: Vioxx Prod. Liab. Litig.*, (Case No. 05-md-01657, E.D. La.) (Honorable Eldon Fallon); *In re Guidant Corp. Implantable Defibrillators Prod. Liab. Litig.*, (Case No. 05-md-1708, D. Minn.) (Honorable Donovan W. Frank); *In re Avandia Marketing, Sales Pract. Prod. Liab. Litig.*, (Case No. 07-md-01871, E.D. Pa.) (Honorable Cynthia M. Rufe); *In re: Takata Airbag Prod. Liab. Litig.*, (Case No. 1:15-md-02599, S.D. Fla.) (Honorable Federico A. Moreno); *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litig.* (Case No. 10-ml-02151, C.D. Cal.) (Honorable James V. Selna); *Warner, et al. v. Toyota Motor Sales, U.S.A., Inc.*, (Case No. 2:15-cv-02171, C.D. Cal.) (Honorable Fernando M. Olguin).

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

6. I have also served as the mediator in over four thousand (4,000) cases in both state and federal court actions nationwide.

7. As Settlement Special Master in this case, I am providing a report on my involvement in the resolution of this matter. I have acted as a mediator during the Settlement negotiations between Class Counsel and Toyota's Counsel since my appointment on November 10, 2021. During the negotiations for both the substantive elements of the settlement and relating to attorneys' fees and costs, I was in frequent communications with the Parties' counsel, including numerous email communications, telephone communications, video conferences, and an in-person attorneys' fees mediation.

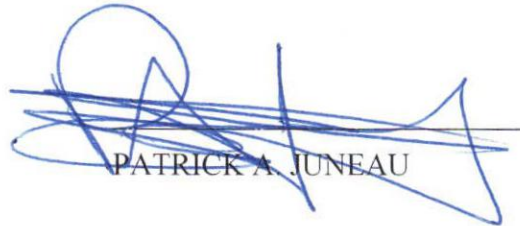
8. After the Parties reached agreement on the substantive terms of the Settlement, the Parties requested that I assist in an in-person mediation for the attorneys' fees, costs, and individual Class Representative service awards. I agreed and met with the Parties' Counsel on March 7, 2024, to hear their respective positions on the attorneys' fees, costs, and awards. After hearing the presentations from all Parties, including back and forth arms' length negotiations relating to their various positions, the Parties requested that I propose a mediator's number for the amount of attorneys' fees.

9. Based on the Parties' positions and relevant supporting data and as the Settlement Special Master in this case, I recommended a mediator's number of \$13,250,000.00 for Class Counsel attorneys' fees. Upon further evaluation, the Parties agreed to accept the amount I recommended. Additionally, Class Counsel agreed to limit any petition for an award of costs and expenses in the Action to \$350,000.00, and further agreed that Class Counsel may petition the Court for Class Representative service awards of \$5,000 for each of the Class Representatives.

10. If the Settlement Agreement is finally approved and attains its Final Effective Date, I agree to perform the requirements assigned to me as Settlement Claims Administrator, as set forth in section III.B of the Settlement Agreement.

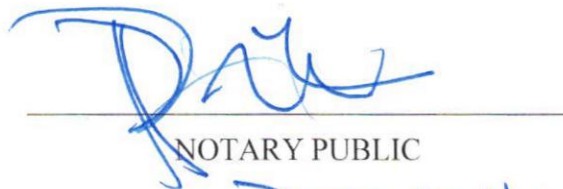
I state under penalty of perjury under the laws of the United States of America that the above statements are true and correct, and that this declaration was executed on March 25<sup>th</sup>, 2024.

I welcome the opportunity to appear before the Court and answer any questions that the Court has.



PATRICK A. JUNEAU

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, in Lafayette Parish, on this 25<sup>th</sup> day of March 2024, at Lafayette, Louisiana.



NOTARY PUBLIC

Name Printed: Patrick Heon

Notary ID #: 133696

LA BAR # 34598

My commission is for life.