

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

JULIET MURPHY, et al.,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION, et al.

Defendants.

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

Hon. Amos L. Mazzant, III

**DECLARATION OF LEAD CLASS COUNSEL KIMBERLY A. JUSTICE
IN SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Kimberly A. Justice, declare as follows:

1. I am a partner at the law firm of Freed Kanner London & Millen LLC (“FKLM”).

I make this declaration in support of Plaintiffs Unopposed Motion for Final Approval of Class Action Settlement (the “Motion for Final Approval”). I have personal knowledge of the information stated within this declaration and, if necessary, I could and would competently testify to this information.

2. I was appointed Interim Lead Class Counsel in this Action. The Court also appointed David C. Wright of McCune Law Group APC (“McCune Law”) and Todd A. Walburg of Bailey & Glasser LLP (“Bailey & Glasser”)¹ to the Plaintiffs’ Executive Committee, and Bruce W. Steckler of Steckler Wayne & Love PLLC as Liaison Counsel (collectively with Lead Class Counsel, “Class Counsel”). *See* Doc. No. 35.

¹ Mr. Walburg currently is a partner with McCune Law and continues his role on the Plaintiffs’ Executive Committee at his new firm.

3. Subject to this Court’s approval, Plaintiffs, on behalf of the Settlement Class (the “Class”),² have agreed to resolve and release claims against Toyota in exchange for a robust recall program (the “Recall”) designed to fix the alleged Defect, protect Class Members until the Recall is available, and make Class Members whole for out-of-pocket expenses incurred as a result of the alleged Defect. It is my opinion that the Settlement Agreement represents an exceptional recovery for the Class. The Settlement Agreement is the result of Class Counsel’s skillful and dedicated work spanning over three years in this complex Action.

4. Because this Declaration is submitted in support of Plaintiffs’ Motion for Final Approval, which is related to and contingent on approval of the Agreement, it is inadmissible in any subsequent proceedings, other than in connection with the Agreement. If the Agreement is not approved by the Court, then this declaration and the statements contained herein are without prejudice to Plaintiffs’ position in the Action.

5. The Objection deadline passed on September 30, 2024, Doc. 132 at ¶ 24, and not a single Class Member objected to the Settlement or to Class Counsels’ Motion for Attorneys’ Fees, Reimbursement of Expenses, and Service Awards.

6. Attached as Exhibit A is a true and correct copy of the Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Class Notice Plan executed October 21, 2024.

* * * * *

² Unless otherwise stated, capitalized defined terms used herein have the meanings ascribed in the Settlement Agreement.

I, Kimberly A. Justice, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that the foregoing is true and correct.

Executed this 21st day of October 2024 in Conshohocken, Pennsylvania.

A handwritten signature in black ink, reading "Kimberly A. Justice" with a stylized flourish at the end.

Kimberly A. Justice