

**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

**PLAINTIFFS' UNOPPOSED MOTION TO AMEND EXHIBIT A
TO THE DECLARATION OF KIMBERLY A. JUSTICE (ECF NO. 128-1)
IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT**

TO THE JUDGE OF THIS HONORABLE COURT:

Plaintiffs, after conferring with counsel for the Toyota Defendants, hereby move this Court by UNOPPOSED MOTION for an order amending Exhibit A, the Settlement Agreement attached to the Declaration Kimberly A. Justice (ECF No. 128-1). In support thereof, on March 28, 2024, Plaintiffs, by and through counsel, electronically filed an Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (ECF No. 126) (the "Motion"). In support thereof, Plaintiffs electronically filed a Memorandum of Law (ECF No. 127) and the Declaration of Kimberly A. Justice (ECF No. 128) that attached the Settlement Agreement as Exhibit A (ECF No. 128-1). The Court granted the Motion on April 9, 2024 (ECF No. 132).

In the Motion, Plaintiffs indicated that Plaintiff "Lee Krukowski, previously identified as a potential class representative, was unreachable and has not executed the Settlement Agreement." *See* Motion at 2 n.2. Plaintiff Krukowski has now executed the Settlement Agreement (attached hereto as Exhibit A). The Parties have agreed to amend the Settlement Agreement to reflect this newly-received signature. There are no changes to the terms of the Settlement Agreement or to Exhibits 1-10 thereto. Having now timely executed the Settlement

Agreement, the Parties agree the Court should grant Mr. Krukowski the same benefits the Court may award the other Class Representatives, pursuant to the terms and conditions of the Settlement Agreement.

Thus, Plaintiffs respectfully request that the Court allow Plaintiffs to amend Exhibit A and substitute the attached fully executed Settlement Agreement for Exhibit A to the Declaration of Kimberly A. Justice in Support of Plaintiffs' Unopposed Motion (ECF No. 128-1). Counsel for Plaintiffs conferred with counsel for Defendants and this Motion to Amended is unopposed.

Dated: July 17, 2024.

Respectfully submitted,

/s/ Bruce W. Steckler

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Plaintiffs Executive Committee

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 17, 2024, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3).

By: */s/ Bruce W. Steckler* _____
Bruce W. Steckler

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that pursuant to Local Rule CV-7(a)(h), the parties telephonically met and conferred on June 18, 2024, regarding this Amendment. Defendants do not oppose the Amendment.

By: /s/ Kimberly A. Justice
Kimberly A. Justice