

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  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

*In re ZF-TRW Airbag Control Units  
Products Liability Litigation*

Case No: 2:19-ml-02905-JAK-MRW

**Declaration of the Court-Appointed  
Settlement Special Master Patrick  
A. Juneau**

ALL ACTIONS AGAINST THE  
MITSUBISHI DEFENDANTS

I, PATRICK A. JUNEAU, declare as follows:

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 Settlement Special Master in this case on June 7, 2022. ECF No. 493. 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>

3. As I stated in my Affidavit in support of the Joint Motion to Appoint Patrick A. Juneau as Settlement Special Master filed on May 26, 2022, I have had significant experiences as Settlement Special Master, a mediator resolving large and complex cases,

---

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

1 and/or otherwise addressing settlement and related issues in other class actions and mass  
2 torts. ECF No. 473-2, ¶ 5.

3  
4 4. As a court-appointed Settlement Special Master, I have overseen and  
5 distributed billions of dollars in settlement funds to millions of class members in  
6 numerous large, high profile, complex and multi-party federal and state mass and class  
7 action cases. In addition to the recent Settlement between Plaintiffs and the Toyota  
8 Defendants in this litigation (*see* ECF No. 843, Final Approval Order), examples of my  
9 experience include: *Remy McCarthy, et al., v. Toyota Motor Corp., et al.*, Case No. 8:18-  
10 cv-00201-JLS-KES (C.D. Cal.) (Honorable Josephine L. Staton); *Warner, et al. v.*  
11 *Toyota Motor Sales, U.S.A., Inc.*, (Case No. 2:15-cv-02171, C.D. Cal.) (Honorable  
12 Fernando M. Olguin); *In re: Toyota Motor Corp. Unintended Acceleration Marketing,*  
13 *Sales Practices, and Products Liability Litig.* (Case No. 10-ml-02151, C.D. Cal.)  
14 (Honorable James V. Selna); *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the*  
15 *Gulf of Mexico*, (Case No. 10-md-02179, E.D. La.) (Honorable Carl J. Barbier); *In re:*  
16 *Vioxx Prod. Liab. Litig.*, (Case No. 05-md-01657, E.D. La.) (Honorable Eldon Fallon);  
17 *In re Guidant Corp. Implantable Defibrillators Prod. Liab. Litig.*, (Case No. 05-md-  
18 1708, D. Minn.) (Honorable Donovan W. Frank); *In re Avandia Marketing, Sales Pract.*  
19 *Prod. Liab. Litig.*, (Case No. 07-md-01871, E.D. Pa.) (Honorable Cynthia M. Rufe); *In*  
20 *re: Takata Airbag Prod. Liab. Litig.*, (Case No. 1:15-md-02599, S.D. Fla.) (Honorable  
21 Federico A. Moreno).  
22  
23  
24  
25  
26  
27  
28

1           5.     I have also served as the mediator in over four thousand (4,000) cases. The  
2 mediated cases have involved both state and federal court actions.

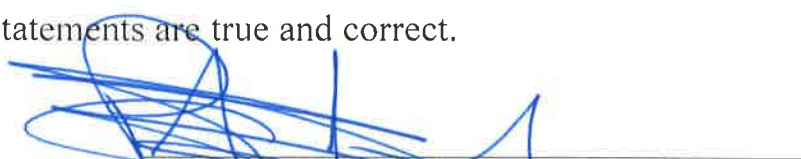
3  
4           6.     As Settlement Special Master in this case, I am providing a report on my  
5 involvement in the resolution of this matter. I have acted as a mediator during the  
6 settlement negotiations between Class Counsel and Mitsubishi's Counsel since my  
7 appointment on June 7, 2022. During the negotiations for the substantive elements of  
8 the settlement, I was in frequent communications with the Parties' counsel, including  
9 numerous email communications, telephone communications, video conferences, and  
10 in-person mediations. Throughout the mediation process, the parties engaged in  
11 extensive adversarial negotiations over virtually every issue in the case. The facilitated  
12 negotiations were lengthy, principled, exhaustive, informed, and sometimes difficult and  
13 contentious. The negotiations involved highly qualified attorneys with extensive  
14 experience and knowledge in class action law, who acted with the guidance and  
15 involvement of their clients.

16  
17           7.     In my opinion, the outcome of these mediated negotiations is the result of  
18 a fair, thorough, and fully informed arms-length process between highly capable,  
19 experienced, and informed parties and counsel. The proposed Settlement Agreement  
20 represents the parties' and counsels' best professional effort and judgment about a fair,  
21 reasonable, and adequate settlement. Counsel negotiated this agreement in good faith  
22 after thoroughly investigating and litigating the case for years, considering the risks,  
23 strengths, and weaknesses of their respective positions on the substantive issues of the  
24  
25  
26  
27  
28

1 case, the risks and costs of continued litigation, and the best interests of their clients. I  
2 welcome the opportunity to appear before the Court and answer any questions that the  
3 Court has.  
4

5 I declare, under penalty of perjury under the laws of the United States of America,  
6 28 U.S.C. § 1746, that the above statements are true and correct.

7  
8 Dated: August 2, 2024



---

PATRICK A. JUNEAU  
SETTLEMENT SPECIAL MASTER

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28