

1 STEVE W. BERMAN (*pro hac vice*)
2 (WA SBN 12536)
3 Email: steve@hbsslaw.com
4 HAGENS BERMAN SOBOL
5 SHAPIRO LLP
6 1918 Eighth Avenue, Suite 3300
7 Seattle, WA 98101
8 Telephone: (206) 623-7292
9 Facsimile: (206) 623-0594

MARC M. SELTZER
(CA SBN 054534)
Email: mseltzer@susmangodfrey.com
SUSMAN GODFREY L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067
Telephone: (310) 789-3100
Facsimile: (310) 789-3150

FRANK M. PITRE (CA SBN 100077)
Email: fpitre@cpmlegal.com
COTCHETT, PITRE & MCCARTHY
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: (650) 697-6000
Facsimile: (650) 697-0577

*Co-Lead Plaintiffs' Counsel for
Economic Loss Cases*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

IN RE: TOYOTA MOTOR CORP.
UNINTENDED ACCELERATION
MARKETING, SALES PRACTICES,
AND PRODUCTS LIABILITY
LITIGATION

Case No. 8:10ML2151 JVS (FMOx)

**NOTICE OF FILING OF
AGREEMENT**

THIS DOCUMENT RELATES TO:

ALL ECONOMIC LOSS CASES

NOTICE OF FILING OF AGREEMENT

1 The Economic Loss Plaintiffs hereby give notice of filing of the following
2 document: Agreement to Resolve Certain Appeals Before the United States Court of
3 Appeals for the Ninth Circuit in In re: Toyota Motor Corp. Unintended Acceleration
4 Marketing, Sales Practices, and Products Liability Litigation between Plaintiffs'
5 Class Counsel, the Center for Auto Safety and objector/appellants Roger Snyder and
6 Linton Stone Weeks dated November 27, 2013 (attached hereto as Ex. A).
7

8 DATED: January 7, 2014 HAGENS BERMAN SOBOL SHAPIRO LLP
9

10
11 By: /s/ Steve W. Berman
12 Steve W. Berman
13 HAGENS BERMAN SOBOL SHAPIRO LLP
14 1918 Eighth Avenue, Suite 3300
15 Seattle, WA 98101
16 Telephone: (206) 623-7292
17 Facsimile: (206) 623-0594
18 Email: steve@hbsslw.com

19 Marc M. Seltzer, Bar No. 054534
20 SUSMAN GODREY L.L.P.
21 1901 Avenue of the Stars, Suite 950
22 Los Angeles, CA 90067-6029
23 Telephone: (310) 789-3100
24 Facsimile: (310) 789-3150
25 Email: mseltzer@susmangodfrey.com

26 *Co-Lead Counsel for Economic Loss Plaintiffs*

27 Frank M. Pitre, Bar No. 100077
28 COTCHETT, PITRE & MCCARTHY
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: (650) 697-6000
Facsimile: (650) 697-0577
Email: fpitre@cpmlegal.com

Lead Counsel for Non-Consumer Economic Loss Plaintiffs

Exhibit A

**Agreement to Resolve Certain Appeals
Before the United States Court of Appeals for the Ninth Circuit in
In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and
Products Liability Litigation**

This Agreement, dated November 27, 2013, is made by and between the undersigned objector(s)/appellants (collectively, the "Objectors/Appellants"), Plaintiffs' Class Counsel,¹ and the Center for Automotive Safety all as represented by counsel below and collectively defined as the "Parties"). This Agreement memorializes the terms of the Parties' agreement to resolve the objections/appeals to the settlement in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, which are currently pending before the United States Court of Appeals for the Ninth Circuit (the "Action" and the "Ninth Circuit").

(a) This Agreement is between Plaintiffs' Class Counsel, the Center for Auto Safety, and objector(s)/appellant(s) Roger Snyder and Linton Stone Weeks, who are appellants in the above-referenced Action. Objectors/Appellants agree to dismiss their appeal in the Action within two (2) days of execution of this Agreement. In return, counsel for Plaintiffs' Class Counsel shall pay the sums identified below within five (5) days of Final Effective Date, and after Plaintiffs' Class Counsel receive the fee award from Toyota. Each Party shall bear his/her/its own attorneys' fees and costs, except as otherwise set forth in this Agreement.

Payment will be made to the following organizations and in the following amounts in order to support the motor vehicle safety programs described in Exhibit A hereto:

1. \$750,000 to the Automotive Safety Research Institute ("ASRI") under the directorship of Dr. Kennerly Digges.
2. \$750,000 in no overhead funding to the Center for Advanced Life Cycle Engineering at the University of Maryland ("CALCE") under the directorship of Dr. Michael Pecht.

The payments will be made from attorneys' fees received by the following five plaintiffs' counsel firms: Hagens Berman Sobol Shapiro LLP; Cotchett, Pitre & McCarthy, LLP; Susman Godfrey LLP; Robinson, Calcagnie & Robinson; and Lieff, Cabraser, Heimann & Bernstein, LLP. ASRI and CALCE shall provide research reports to Plaintiffs' Class Counsel upon completion of the research program.

Plaintiffs' Class Counsel shall prepare reports providing the following claims data associated with claims made against each of the Alleged Diminished Value and Cash Payment-in-Lieu-of BOS Funds: the number of claims made; the average payout

¹ All terms shall have the same meaning as defined in the Settlement Agreement, unless otherwise specified herein.

amount; the lowest payout amount; and the highest payout amount. Plaintiffs' Class counsel will also prepare reports on payments to non-claimant class members including (1) the number of checks mailed out in each of the two check mailings, accompanied by information including the average check amount, the lowest check amount, and the highest check amount, and (2) the number of checks cashed in each of the two check mailings, accompanied by information including the average amount of the checks cashed, the lowest amount of the checks cashed, and the highest amount of the checks cashed. Plaintiffs' Class counsel will also prepare a report on the number and total amount of checks that go into escheatment to the states listed by state and cumulative. All of these reports shall be filed in the public docket of the above-referenced proceedings, and provided directly to the Center for Auto Safety, to the Objectors/Appellants, and to their counsel Mark Chavez and Brian Wolfman. Given the planned rolling basis of the mailing of checks, the cashing of checks, and the escheatment process, the reports will be prepared and filed on a semi-annual basis beginning 6 months after the effective date, and will provide cumulative statistics that are then available on all the data points enumerated above, until the escheatment process is completed.

This Agreement is not contingent on resolving other objections. All Parties agree to cooperate fully and execute any and all supplementary documents and to take any and all additional steps that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Each and all of the signatories below represent that they have the authority to sign on behalf of their clients and to bind those clients to this Agreement. Each and all of the counsel have explained the terms of this Agreement to their respective clients and the Parties understand and voluntarily accept the terms of this Agreement.

The Agreement is the full, entire and complete agreement by and between the Parties. No other terms are part of this agreement, except those that are incorporated herein. This Agreement supersedes all prior negotiations, discussions, representations, commitments and/or understandings. There have been no other representations, discussions, promises or agreements not otherwise expressed herein.

This Agreement is subject to Federal Rule of Evidence 408 and any other state and federal equivalents and shall not be admissible or otherwise used against any of the signatories other than to enforce terms of this Agreement.

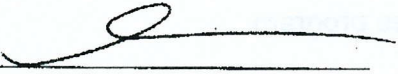
No Party shall be deemed the drafter of this Agreement nor shall anyone argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction. All Parties agree that this Agreement was drafted by counsel during extensive arm's-length negotiations.

Any action filed in response to an alleged breach of this Agreement shall be construed under the laws of the State of California, excluding any conflict of law provisions, and be filed before the United States District Court for the Central District of California where *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales*

Practices, and Products Liability Litigation, 8:10-ML-2151 JVS (FMOx) (C.D. Cal.) is pending. Plaintiffs' Class Counsel shall file an executed copy of this Agreement with the United States District Court for the Central District of California in the docket of the above referenced case.

It is agreed that, upon execution of this Agreement, photocopies of this Agreement shall have the same full force and legally binding effect as the original and may be used for all purposes for which the original could be tendered.

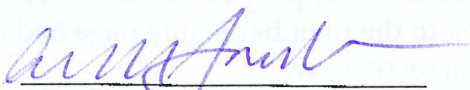
ON BEHALF OF PLAINTIFFS' CLASS COUNSEL



Steve W. Berman

Date: 11-27-13

ON BEHALF OF THE OBJECTOR(S)/APPELLANT(S)



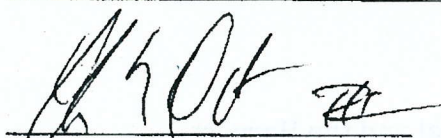
Allen Roger Snyder

Date: 12/2/13

Linton Stone Weeks

Date: _____

ON BEHALF OF THE CENTER FOR AUTO SAFETY



Clarence M. Ditlow, III

Date: 11-27-13

ON BEHALF OF THE OBJECTOR(S)/APPELLANT(S)

Allen Roger Snyder

Date: _____

[Handwritten Signature]

Lincoln Stone Weeks

Date: 2 Dec 2013

ON BEHALF OF THE CENTER FOR AUTO SAFETY

[Handwritten Signature]

Clarence M. Ditlow, III

Date: 11-27-13

EXHIBIT A

Motor Vehicle Safety Program
For Vehicle Electronics and Computer Systems Safety Research

Funding in the amount of \$1,500,000 is given to the Automotive Safety Research Institute (ASRI) and the Center for Advanced Life Cycle Engineering (CALCE) at the University of Maryland. ASRI which is a tax exempt and tax deductible organization under § 501(c)(3) of the Internal Revenue Code shall receive \$750,000. CALCE shall also receive \$750,000 under the directorship of Prof. Michael Pecht through the University of Maryland with no overhead charged against the funds.

The research program will be directed toward electronic and computer use and reliability in vehicles and vehicle safety systems. CALCE and ASRI will communicate with each other on their respective research programs. CALCE and ASRI are not restricted to using their own facilities in carrying out the safety research in this program and may conduct joint projects.

Automotive electronics research at CALCE will focus on the design and testing of electronic components and systems that are used in passenger motor vehicles. Design issues include supply chain creation, component selection, rating and derating. Test issues include development of more effective qualification, acceleration factors and screening methodologies to reduce the risks of failure over the life of the vehicle. Specific technologies of research will include the durability assessment of lead-free alternatives, analysis of no-fault found issues, and battery safety and reliability. The need for reliable lead-free alternatives is particularly important, as the End of Life Vehicle Directive 2011/37/EU in the European Union will require automobile manufacturers to eliminate lead-based products from automotive electronics by January 2016. Intermittent failures are to be studied due to the large no-fault found rate in warranty returns. Battery analyses will focus on methods to test and analyze battery safety. Recommendations will be developed for the manufacturers and the National Highway Traffic Safety Administration to address the reliability and safety risks of new practices and technologies.

ASRI will conduct research in the use and application of electronic systems including computer algorithms to prevent or mitigate the severity of crashes and injuries that occur in crashes. The research will employ analysis of accident data, individual accident cases, vehicle and component tests and human factors data and response tests. Tests may be conducted to augment or confirm existing data. Analysis and testing may include electronic components, sensors, actuators, complete safety systems and vehicles with and without the electronic safety system. Testing may be carried out to measure the effectiveness and/or actuation of electronic controls and safety systems in emergency situations such as rollovers as well as flaws or failure modes in the systems that cause less than optimum safety performance. Investigations will include assessment of the magnitude of potential benefits and impediments to achieving the maximum potential of the electronic based safety systems. Recommendations will be developed for the manufacturers and the National Highway Traffic Safety Administration to address the reliability and safety risks of new practices and technologies.