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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

In Re: Toyota Motor Corp. Unintended
Acceleration Marketing, Sales
Practices, and Products Liability
Litigation

This document relates to:

ALL CASES

CASE NO:
8:10ML02151 JVS (FMOx)

ORDER NO. 19: APPOINTMENT
OF SETTLEMENT MASTER

Considering the complexity of the litigation, the numerous issues that are before the Court, the continuing desire of the Court that all matters be thoroughly considered and after reviewing the Affidavit of Patrick A. Juneau that there is no ground for disqualification under 28 U.S. C. § 455;

IT IS ORDERED BY THE COURT, pursuant to Federal Rule of Civil Procedure 53, that Patrick A. Juneau, Esq. is appointed Special Master and he shall proceed with all reasonable diligence and shall exercise his rights and responsibilities as follows:

1 1) The Special Master shall administer, coordinate and preside over
2 settlement negotiations. This specifically includes the power to order
3 parties and/or party representatives with full power of settlement to
4 attend settlement meetings.

5 2) The Special Master shall be compensated, in the amount of:

6 a) For Mr. Juneau:

7 \$8,000 for a full day, including up to 10 hours of hearing time;

8 \$5,000 for a half day, including up to 4 hours of hearing time;

9 \$750 for other professional time;

10 plus actual expenses;

11 b) \$300/hour for attorneys who assist Mr. Juneau; and

12 c) \$100/hour for paralegals who assist Mr. Juneau.

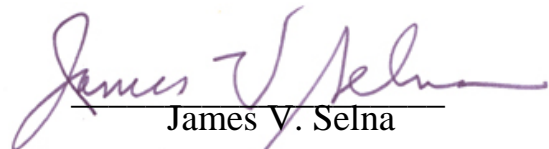
13 (Fifty percent of the invoices will be paid by the Plaintiffs' Liaison
14 Committee ("PLC") and the other fifty percent of the invoices will be
15 paid by Toyota Motor Corp. ("Toyota").)

16 3) The Special Master shall submit monthly billings of fees and expenses
17 in the form of a Summary Statement for Court for approval, with a
18 copy to the PLC and Toyota. The Summary Statements shall contain
19 a signature line for the Court stating "Approved for Disbursement."
20 Once approved, the Court shall send the Summary Statement to the
21 parties, and the parties shall submit payment within thirty days of
22 receipt. Any objection to a Summary Statement not made within
23 fifteen days of receipt shall be deemed waived.
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- 1 4) The Special Master may communicate *ex parte* with the Court at the
2 Special Master's discretion without providing notice to the parties, but
3 the Special Master shall not reveal to the Court without the consent of
4 the parties the substance of the Special Master's discussions with the
5 parties.
- 6 5) The Special Master may initiate contact and communicate with the
7 PLC and defense counsel as he deems appropriate with respect to the
8 efficient administration and management of the settlement process.
- 9 6) The Special Master shall not have the authority to:
- 10 a) Conduct any pre-trial or trial proceedings, except for conferences
11 as the Special Master deems necessary for purposes of
12 administering and managing the settlement process;
13 b) Sanction any party; and
14 c) Conduct evidentiary hearings.
- 15 7) The Special Master shall be bound by confidentiality of the settlement
16 discussions.

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19 IT IS SO ORDERED.

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21 Dated: April 26, 2012

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24 James V. Selna
25 United States District Judge