

CITATION: McIntosh v. Takata Corporation, 2020 ONSC 968
COURT FILE NO.: CV-16-543833-00CP
COURT FILE NO.: CV-18-607848-00CP
DATE: 2020/02/12

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:)
)
JOHN M. MCINTOSH)
Plaintiff) *Sabrina Lombardi, Emily Assini, and Justin*
) *Smith for the Plaintiffs*
)
- and -)
)
TAKATA CORPORATION, TK) *Daniel S Murdoch and Alexander De Parde*
HOLDINGS INC., TOYOTA MOTOR) for the Defendants, Mazda Canada Inc. and
CORPORATION, TOYOTA MOTOR) Mazda Motor Corporation
MANUFACTURING CANADA INC,)
and TOYOTA MOTOR)
MANUFACTURING, INDIANA, INC.) *Douglas Stewart for The Defendant, Subaru*
Defendant) *Canada Inc.*
)
AND BETWEEN:) *Peter FC Howard*
) for the Defendants, Toyota Motor
ARLENE STEVENSON and MIRA)
MELIEN) Corporation, Toyota Motor Manufacturing
Plaintiffs) Canada Inc., Toyota Motor Manufacturing,
) Indiana, Inc.
)
- and -)
)
MAZDA MOTOR CORPORATION)
AND MAZDA CANADA INC, and)
SUBARU CANADA INC)
Defendant)
)
Proceeding under the *Class Proceedings*) **HEARD:** February 11, 2020
Act, 1992)

PERELL, J.

REASONS FOR DECISION

A. Introduction

[1] Pursuant to the *Class Proceedings Act, 1992*,¹ on February 25, 2019, I certified two class actions for settlement purposes; namely (1) an action by John M. McIntosh against Takata Corporation, TK Holdings Inc., Toyota Motor Corporation, Toyota Motor Manufacturing Canada Inc. and Toyota Motor Manufacturing, Indiana, Inc.²; and (2) an action by Arlene Stevenson and Mira Melien against Mazda Motor Corporation, Mazda Canada Inc. and Subaru Canada Inc.³ The parties now move for approval of the settlement, approval of Class Counsels' fees, approval of honourarium and related relief.

B. Facts

(a) Procedural Background

[2] Airbags manufactured by Takata Corporation and TK Holdings were installed in Mazda, Subaru, and Toyota vehicles. It was alleged that the airbags were negligently and dangerously designed and were life-threatening. Between April 11, 2013 through to March 2, 2016, Transport Canada issued numerous recalls to address the threat. In the United States, the airbag equipped vehicles were also being recalled. In Canada, 110,942 Mazda vehicles, 195,000 Subaru vehicles and 1,077,744 Toyota vehicles were recalled.

[3] On November 7, 2014, Mr. McIntosh commenced this product's liability action claiming economic damages. His Statement of Claim was filed on December 5, 2015. It was subsequently amended with the most recent iteration being the Amended Fresh as Amended Statement of Claim, filed March 31, 2016.

[4] In April 2015, Donald D'Haene and Keith Sanford commenced an action against the Mazda and Subaru Defendants (*D'Haene et al v. Takata Corporation et al* action, Court File No: CV-16-543766-00CP).

[5] In Ontario, four other actions were filed that involved Mazda, Subaru and Toyota. Counsel for all of the Ontario actions decided to form a consortium. On January 12, 2016, carriage of the litigation was granted to a consortium of counsel and the other Ontario actions were stayed.

[6] Similar actions were also filed in: (a) Québec (*E Vitoratos and A Frey v. Takata Corporation*, Superior Court of Québec Court File No 500-06-000723-144); (b) Saskatchewan (*Dale Hall v. Takata Corporation*, Court of Queen's Bench for Saskatchewan Court File No: QBG 1284/2015); and (c) British Columbia (*Reena Rai v. Takata Corporation*, Supreme Court of British Columbia, Vancouver Registry No S148694), by the Consumer Law Group PC, Merchant Law Group LLP, and Garcha & Co., respectively.

[7] By April 7, 2016, the proposed Class Counsel in Ontario, the Merchant Law Group LLP, the Consumer Law Group PC, and Garcha & Co. formed a national consortium for the airbag litigation. The firms in the national consortium are: (a) McKenzie Lake Lawyers LLP; (b)

¹ S.O. 1992, c. 6.

² *McIntosh v. Takata Corp.*, 2019 ONSC 1317.

³ *Stevenson v. Mazda Motor Corp.*, 2019 ONSC 1323.

Strosberg Sasso Sutts LLP; (c) Rochon Genova LLP; (d) Kim Orr Barristers PC; (d) Merchant Law Group LLP; (e) Garcha and Co; and (f) the Consumer Law Group PC.

[8] By the summer of 2016, the Mazda, Subaru, and Toyota Defendants had filed Statement of Defences. They did not admit liability. They had arguable defences. There followed a massive delivery of documents as the actions proceeded to documentary discovery.

(b) Background to the Settlement Agreement

[9] In July 2017, the parties began negotiations to resolve the actions.

[10] After concerted negotiations and hard-bargaining, the parties signed minutes of settlement in March 2018.

[11] On October 30, 2018, to facilitate the settlement, the Subaru and Mazda Defendants were removed from the D'Aaene action, and Arlene Stevenson and Mira Melien sued them in a new action.

[12] In February 2019, the parties executed the Settlement Agreements. The settlements resolve the Canadian litigation relating to the defective airbags.

[13] The principle terms of the Settlement Agreements are:

- a. The settlement provides three types of benefits: (1) the Outreach Program; (2) Out-of-Pocket Expenses Reimbursement; and, (c) the Customer Support Program.
- b. The settlement benefits relate to economic losses only, and the Settlement Agreements do not release claims for personal injury, wrongful death, or actual physical property damage arising from an accident.
- c. The purpose of the Outreach Program is to accelerate the current repair completion rate in Canada through the implementation of a plan that includes:
 - i. analysis and amalgamation of VIN data to identify and reach Class Members in need of the Recall Remedy;
 - ii. review and updating of the Class Member database;
 - iii. coordination with the Defendants and dealerships to ensure Recall Remedy parts are available to better facilitate the timely performance of the Recall Remedy;
 - iv. use of media to reach Class Members, including post-card and letter mailings and emails, along with automated and live phone calls; and,
 - v. implementing multiple contact attempts.
- d. Section 8.1(F) to the Settlement Agreements stipulates that each Defendant will fund the Outreach Fund based on the number of its Subject Vehicles that have not had the Recall Remedy performed, less the number of Subject Vehicles that have already received outreach, multiplied by a USD \$4.70 per vehicle cost.
- e. Under the Settlement Agreements eligible expenses for reimbursement include:
 - i. Subject to certain qualifications, reasonable rental car or other alternate transportation expenses necessarily incurred and directly associated with the

drop-off and/or pick-up of vehicle for the Recall Remedy;

- ii. Subject to certain qualifications, reasonable towing charges to a dealership for completion of the Recall Remedy;
 - iii. Subject to certain qualifications, reasonable childcare expenses necessarily incurred and directly associated with the drop-off/pick-up of the Class Member's Subject Vehicle to/from a dealership for performance of the Recall Remedy;
 - iv. Subject to certain qualifications, reasonable out-of-pocket costs necessarily incurred and directly associated with repairing driver or passenger front airbags containing Takata PSAN inflators; and,
 - v. Subject to certain qualifications, reasonable lost wages resulting from lost time from work, directly associated with the drop-off/pick-up of the Class Members' Subject Vehicle to/from a dealership for performance of the Recall Remedy.
- f. There is no cap or limit to the Out-of-Pocket Claims reimbursement fund. Toyota will fund this program, initially, up to \$500,000, Mazda will fund this program up to \$50,000, and Subaru will fund this program up to \$150,000. All Defendants will continue to replenish funds for the entire Claim Period which will extend up to one year.
- g. Class Members have up to one year from the Final Court Approval (or one year from the date of the performance of the Recall Remedy if the Recall Remedy was performed after the Final Court Approval) to submit a claim for reimbursement of out-of-pocket expenses related to the performance of the Recall Remedy.
- h. The Customer Support Program provides prospective coverage for repairs and adjustments (including parts and labour) needed to correct defects, if any, in the materials or workmanship of the Takata PSAN inflators and replacement inflators installed pursuant to the Takata Airbag Recall.
- i. This program will automatically transfer and remain with the vehicles regardless of ownership, but subject to time and mileage limitations (*i.e.*, if the Recall Remedy was performed, the Customer Support Program will last for 10 years measured from the date the Recall Remedy was performed on the Subject Vehicle, subject to a maximum limit of 100,000 kilometers measured from the date the Subject Vehicle was originally sold or leased ("Date of First Use"), but not less than 50,000 kilometers from the date the Recall Remedy was performed on the Subject Vehicle, and in any event, not less than two years from the date of the Settlement Approval Orders.
 - ii. If the Recall Remedy was not performed as of the issuance of the Settlement Approval Orders, the Customer Support Program will last for 10 years from the Date of First Use, or, if the Recall Remedy is performed on the Subject Vehicle, the date the Recall Remedy was performed, subject to a maximum limit of 100,000 kilometers measured from the Date of First Use, but not less than 50,000 kilometers from the date the Recall Remedy was performed on the Subject Vehicle, and in any event, not less than two years from the date of the Settlement Approval Orders or from the date the Recall Remedy was

performed on the Subject Vehicle, whichever is later), and the normal deployment of the replacement airbag.

- i. Under the Settlement Agreement, any interest accrued in the Outreach and/or Out-of-Pocket Claims settlement funds is to be allocated *cy pres* to a recipient to be agreed to by the Parties and approved by both the Ontario and Québec Courts.
- j. Under the terms of the Settlement Agreements, the Defendants will pay all administration costs in addition to the settlement benefits. Any common costs will be divided as between Toyota, Subaru and Mazda, 70%, 20% and 10% respectively. To date Toyota has paid \$1,450,000, Mazda has paid \$237,698.83 and Subaru has paid \$261,719.84 towards Notice and Notice Administration costs.
- k. Pursuant to Section 14 of the Settlement Agreements, the Defendants will also pay Class Counsel fees and expenses, up to \$5,850,000.00 (inclusive of taxes) collectively, as well as plaintiff honoraria, subject to this Court's approval, in addition to the settlement benefits, notice and notice and claims administration expenses.
- l. Section 14.7 of the Settlement Agreements provides for a payment of honourarium up to \$19,167 to be split amongst the Plaintiffs, approximately \$3,800 each.
- m. The parties have agreed, and Crawford Class Action Services has consented, to continuing to serve as the Settlement Administrator.
- n. Stericycle, which provides services to manage product recalls, has agreed to be appointed as the Outreach Program administrator.
- o. Any Class Members in need of the Recall Remedy will be directly contacted, via the Outreach Program, and provided notice of the benefits of these Settlements, including the Recall Remedy, the Customer Support Program and Out-of-Pocket Claims reimbursement, if applicable.

[14] As noted above, in February 2019, certification for settlement purposes was granted in the McIntosh and Stevenson Actions. The Certification Notice, which included opt-out and objection deadlines, was disseminated by way of both direct and indirect notice to Class Members.

[15] On February 25, 2019, the McIntosh Action was dismissed as against the Takata Defendants because they had filed Chapter 11 bankruptcy protection proceedings in the United States and had initiating civil rehabilitation proceedings in Japan. In Canada, they sought recognition orders under Part IV the *Canadian Companies' Creditors Arrangement Act*.⁴

[16] In November 1, 2019, Crawford was appointed as the Notice Administrator for both the McIntosh and Stevenson Actions. 1,609,400 paper notices were mailed to Mazda, Subaru, and Toyota Class Members. The notice was published in 22 national and/or provincial newspapers. Digital online banner advertisements were posted on websites and social media networking sites (garnering 118,062,303 impressions). A press release was distributed to over 2,400 major media, industry, trade, regional and sector websites.

[17] Crawford set up a settlement website and a toll-free phone number. More than 33,000 calls were received, and the website was visited at least 241,492 times.

⁴ R.S.C. 1985, c C-36.

[18] The deadline to opt-out was January 17, 2020, and the deadline to submit an objection was February 3, 2020. No objections to the settlement were received.

[19] As of January 31, 2020:

- 76 Toyota Class Members opted-out, 12 of whom resided in Quebec;
- 12 Mazda Class Members opted out, two of whom resided in Quebec;
- 15 Subaru Class Members opted out, two of whom resided in Quebec.

Two Quebec Class Members filed opt-outs directly with the Quebec Superior Court. The opt-outs represent less than 0.0001% of the recalled vehicles of Mazda, Subaru and Toyota.

[20] The notices included a pre-approval settlement claim. Mazda Class Members submitted 202 claims, Subaru Class Members submitted 198 claims, and Toyota Class Members submitted 1,095 Claims.

[21] The Plaintiffs in the McIntosh and Stevenson Actions approve of the Settlement Agreements.

[22] A separate settlement approval will be sought in Québec and recognition and enforcement of the Ontario approval, if granted, along with necessary dismissals, will be sought in Saskatchewan and British Columbia.

[23] Class Counsel recommend the settlement. The Representative Plaintiffs support the settlement.

(c) Counsel Fee

[24] The Representative Plaintiffs signed contingency fee agreements with the lawyers of the Consortium. From the outset, Class Counsel agreed to pursue these Actions on a contingency fee basis, accepting responsibility for all costs and seeking court approval for a fee if successful.

[25] Up to February 3, 2020, Class Counsel has incurred disbursements of \$343,793.75 plus taxes of \$43,160.81.

[26] Up to February 3, 2020, Class Counsel has incurred work in progress of \$2,516,216.45, as follows:

| <i>Total Time Incurred by Class Counsel</i> | Hours | Fees | Taxes on Fees | Total Fees and Taxes |
|---|----------------|-----------------------|----------------------|-----------------------------|
| Strosberg Sasso Sutts LLP | 653.33 | \$412,260.24 | \$53,593.83 | \$465,854.07 |
| McKenzie Lake LawyersLLP | 2120.39 | \$962,608.45 | \$126,034.59 | \$1,088,643.04 |
| Rochon Genova LLP | 226.70 | \$129,129.19 | \$16,786.79 | \$145,915.98 |
| Merchant Law Group LLP | 293.81 | \$131,111.98 | \$14,422.25 | \$145,534.23 |
| Consumer Law Group PC | 804.38 | \$463,659.38 | \$60,692.02 | \$524,351.41 |
| Garcha & Company | 171.38 | \$102,393.75 | \$12,287.25 | \$114,681.00 |
| Kim Spencer McPhee PC | 41.25 | \$27,643.13 | \$3,593.61 | \$31,236.74 |
| TOTAL | 4311.24 | \$2,228,806.11 | \$287,410.35 | \$2,516,216.45 |

[27] The requested legal fees, using a multiplier for comparison purposes, represents

approximately 2.17 times the total fees expended by Class Counsel in pursuing this litigation to date, and 1.77 times the total fees expected to be incurred to the end of the settlement period.

[28] To complete the remaining steps in the Actions Class, Counsel estimate they will incur further legal fees in the amount of approximately \$500,000, plus taxes thereon, as well as disbursements.

C. Discussion and Analysis

1. Settlement Approval

[29] Section 29 of the *Class Proceedings Act, 1992* requires court approval for the discontinuance, abandonment, or settlement of a class action. Section 29 states:

Discontinuance, abandonment and settlement

29.(1) A proceeding commenced under this Act and a proceeding certified as a class proceeding under this Act may be discontinued or abandoned only with the approval of the court, on such terms as the court considers appropriate.

Settlement without court approval not binding

(2) A settlement of a class proceeding is not binding unless approved by the court.

Effect of settlement

(3) A settlement of a class proceeding that is approved by the court binds all class members.

Notice: dismissal, discontinuance, abandonment or settlement

(4) In dismissing a proceeding for delay or in approving a discontinuance, abandonment or settlement, the court shall consider whether notice should be given under section 19 and whether any notice should include,

- (a) an account of the conduct of the proceeding;
- (b) a statement of the result of the proceeding; and
- (c) a description of any plan for distributing settlement funds.

[30] Section 29(2) of the *Class Proceedings Act, 1992*, provides that a settlement of a class proceeding is not binding unless approved by the court. To approve a settlement of a class proceeding, the court must find that, in all the circumstances, the settlement is fair, reasonable, and in the best interests of the class.⁵

[31] In determining whether a settlement is reasonable and in the best interests of the class, the following factors may be considered: (a) the likelihood of recovery or likelihood of success; (b) the amount and nature of discovery, evidence or investigation; (c) the proposed settlement terms and conditions; (d) the recommendation and experience of counsel; (e) the future expense and likely duration of the litigation; (f) the number of objectors and nature of objections; (g) the presence of

⁵ *Kidd v. Canada Life Assurance Company*, 2013 ONSC 1868; *Farkas v. Sunnybrook and Women's Health Sciences Centre*, [2009] O.J. No. 3533 at para. 43 (S.C.J.); *Fantl v. Transamerica Life Canada*, [2009] O.J. No. 3366 at para. 57 (S.C.J).

good faith, arm's-length bargaining and the absence of collusion; (h) the information conveying to the court the dynamics of, and the positions taken by, the parties during the negotiations; and (i) the nature of communications by counsel and the representative plaintiff with Class Members during the litigation.⁶

[32] In determining whether to approve a settlement, the court, without making findings of fact on the merits of the litigation, examines the fairness and reasonableness of the proposed settlement and whether it is in the best interests of the class as a whole having regard to the claims and defences in the litigation and any objections raised to the settlement.⁷ An objective and rational assessment of the pros and cons of the settlement is required.⁸

[33] The case law establishes that a settlement must fall within a zone of reasonableness. Reasonableness allows for a range of possible resolutions and is an objective standard that allows for variation depending upon the subject-matter of the litigation and the nature of the damages for which the settlement is to provide compensation.⁹ A settlement does not have to be perfect, nor is it necessary for a settlement to treat everybody equally.¹⁰

[34] Generally speaking, the exercise of determining the fairness and reasonableness of a proposed settlement involves two analytical exercises. The first exercise is to use the factors and compare and contrast the settlement with what would likely be achieved at trial. The court obviously cannot make findings about the actual merits of the Class Members' claims. Rather, the court makes an analysis of the desirability of the certainty and immediate availability of a settlement over the probabilities of failure or of a whole or partial success later at a trial. The court undertakes a risk analysis of the advantages and disadvantages of the settlement over a determination of the merits. The second exercise, which depends on the structure of the settlement, is to use the various factors to examine the fairness and reasonableness of the terms and the scheme of distribution under the proposed settlement.¹¹

[35] In my opinion, the settlement in the immediate case is good, fair, reasonable, and in the best interests of the Class Members. I approve the Settlement Agreement.

2. Fee Approval

[36] The fairness and reasonableness of the fee awarded in respect of class proceedings is to be determined in light of the risk undertaken by the lawyer in conducting the litigation and the degree of success or result achieved.¹²

⁶ *Kidd v. Canada Life Assurance Company*, 2013 ONSC 1868; *Farkas v. Sunnybrook and Women's Health Sciences Centre*, [2009] O.J. No. 3533 at para. 45 (S.C.J.); *Fantl v. Transamerica Life Canada*, [2009] O.J. No. 3366 at para. 59 (S.C.J.); *Corless v. KPMG LLP*, [2008] O.J. No. 3092 at para. 38 (S.C.J.); *Jeffery v. Nortel Networks Corp.*, 2007 BCSC 69; *Fakhri v. Alfalfa's Canada, Inc.*, 2005 BCSC 1123.

⁷ *Baxter v. Canada (Attorney General)* (2006), 83 O.R. (3d) 481 at para. 10 (S.C.J.).

⁸ *Al-Harazi v. Quizno's Canada Restaurant Corp.* (2007), 49 C.P.C. (6th) 191 at para. 23 (Ont. S.C.J.).

⁹ *Parsons v. Canadian Red Cross Society*, [1999] O.J. No. 3572 at para. 70 (S.C.J.); *Dabbs v. Sun Life Assurance Company of Canada* (1998), 40 O.R. (3d) 429 (Gen. Div.).

¹⁰ *McCarthy v. Canadian Red Cross Society* (2007), 158 ACWS (3d) 12 at para. 17 (Ont. S.C.J.); *Fraser v. Falconbridge Ltd.*, [2002] O.J. No. 2383 at para. 13 (S.C.J.).

¹¹ *Welsh v. Ontario*, 2018 ONSC 3217.

¹² *Fischer v. I.G. Investment Management Ltd.*, [2010] O.J. No. 5649 at para. 25 (S.C.J.); *Smith v. National Money Mart*, 2010 ONSC 1334 at paras. 19-20, varied 2011 ONCA 233; *Parsons v. Canadian Red Cross Society*, [2000] O.J. No. 2374 at para. 13 (S.C.J.).

[37] Factors relevant in assessing the reasonableness of the fees of class counsel include: (a) the factual and legal complexities of the matters dealt with; (b) the risk undertaken, including the risk that the matter might not be certified; (c) the degree of responsibility assumed by class counsel; (d) the monetary value of the matters in issue; (e) the importance of the matter to the class; (f) the degree of skill and competence demonstrated by class counsel; (g) the results achieved; (h) the ability of the class to pay; (i) the expectations of the class as to the amount of the fees; and (j) the opportunity cost to class counsel in the expenditure of time in pursuit of the litigation and settlement.¹³

[38] The court must consider all the factors and then ask, as a matter of judgment, whether the fee fixed by the agreement is reasonable and maintains the integrity of the profession.¹⁴

[39] In my opinion, having regard to the various factors used to determine whether to approve Class Counsel's fee request, Class Counsel's fee request in the immediate case should be approved.

3. Honorarium

[40] Where a representative plaintiff can show that he or she rendered active and necessary assistance in the preparation or presentation of the case and that such assistance resulted in monetary success for the class, the representative plaintiff may be compensated by an honorarium.¹⁵ However, the court should only rarely approve this award of compensation to the representative plaintiff.¹⁶ Compensation for a representative plaintiff may only be awarded if he or she has made an exceptional contribution that has resulted in success for the class.¹⁷

[41] Compensation to the representative plaintiff should not be routine, and an honorarium should be awarded only in exceptional cases. In determining whether the circumstances are exceptional, the court may consider among other things: (a) active involvement in the initiation of the litigation and retainer of counsel; (b) exposure to a real risk of costs; (c) significant personal hardship or inconvenience in connection with the prosecution of the litigation; (d) time spent and activities undertaken in advancing the litigation; (e) communication and interaction with other class members; and (f) participation at various stages in the litigation, including discovery, settlement negotiations and trial.¹⁸

¹³ *Fischer v. I.G. Investment Management Ltd.*, [2010] O.J. No. 5649 at para. 28 (S.C.J.); *Smith v. National Money Mart*, 2010 ONSC 1334, varied 2011 ONCA 233.

¹⁴ *Commonwealth Investors Syndicate Ltd. v. Laxton*, [1994] B.C.J. No. 1690 at para. 47 (B.C.C.A.).

¹⁵ *Windisman v. Toronto College Park Ltd.*, [1996] O.J. No. 2897 at para. 28 (Gen. Div.).

¹⁶ *Sutherland v. Boots Pharmaceutical plc*, *supra*; *Bellaire v. Daya*, [2007] O.J. No. 4819 at para. 71. (S.C.J.); *McCarthy v. Canadian Red Cross Society*, [2007] O.J. No. 2314 (S.C.J.).

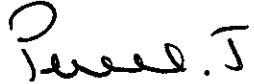
¹⁷ *Toronto Community Housing Corp. v. ThyssenKrupp Elevator (Canada) Ltd.*, 2012 ONSC 6626; *Markson v. MBNA Canada Bank*, 2012 ONSC 5891 at paras. 55-71.

¹⁸ *Robinson v. Rochester Financial Ltd.*, 2012 ONSC 911 at paras. 26-44.

[42] In my opinion, the honorarium requests in the immediate case should be granted.

D. Conclusion

[43] For the above reasons, I grant the motions.



Perell, J.

Released: February 12, 2020

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SUPERIOR COURT OF JUSTICE**

BETWEEN:

JOHN M. MCINTOSH

Plaintiff

- and -

**TAKATA CORPORATION, TK HOLDINGS INC.,
TOYOTA MOTOR CORPORATION, TOYOTA
MOTOR MANUFACTURING CANADA INC,
and TOYOTA MOTOR MANUFACTURING,
INDIANA, INC.**

Defendants

AND BETWEEN:

ARLENE STEVENSON and MIRA MELIEN

Plaintiffs

- and -

**MAZDA MOTOR CORPORATION AND MAZDA
CANADA INC, and SUBARU CANADA INC**

Defendants

REASONS FOR DECISION

PERELL J.

JOHN MCINTOSH

Plaintiff

ARLENE STEVENSON AND MIRA MELIEN

Plaintiffs

February 11, 2020.

This is a motion in two class proceedings for approval of settlements between the respective plaintiffs and the respective defendants Toyota, Mazda and Subaru. For written reasons to follow, I approve the settlements and grant the ancillary relief. I have signed the orders only at the request of the plaintiffs in writing or under the direction of a judge. The order is enclosed.

Pardis J.

-and- TAKATA CORPORATION, TK HOLDINGS INC, TOYOTA MOTOR CORPORATION, TOYOTA MOTOR MANUFACTURING CANADA INC, AND TOYOTA MOTOR MANUFACTURING, INDIANA, INC Defendants

-and- MAZDA MOTOR CORPORATION, MAZDA CANADA INC, AND SUBARU CANADA INC Defendants
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ONTARIO
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PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD
(Settlement Approval)
VOLUME I OF II

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