

**Authorized by the U.S. District Court for the Central District of California**

**If You Currently or Previously Owned, Purchased, or Leased Certain Toyota, Lexus or Scion Vehicles  
You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en español, visita [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com)*

- There is a proposed settlement in a class action lawsuit against Toyota Motor Corp. and Toyota Motor Sales, U.S.A., Inc. (“Toyota”) concerning certain vehicles with electronic throttle control systems (“ETCS”). Those included in the settlement have legal rights and options and deadlines by which they must exercise them.
- You are included if you bought, owned, leased or insured certain Toyota, Lexus, or Scion vehicles (see Question 3 below for a list of eligible vehicles).
- The proposed settlement provides for: (a) cash payments from two funds totaling \$500 million for certain eligible class members; (b) free installation of a brake override system on certain Subject Vehicles; (c) a customer support program to correct any defect in materials or workmanship of certain vehicle parts in Subject Vehicles for other eligible class members; and (d) at least \$30 million toward automobile safety research and education.

Please read this Notice carefully. Your legal rights are affected, whether you act or don’t act. You are encouraged to periodically check the website, [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com), because it will be updated with additional information.

**A. BASIC INFORMATION**

**1. What is this Notice about?**

A Court authorized this Notice because you may have a right to know about a proposed settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:10ML2151 JVS (FMOx). The defendants are Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc. (together “Toyota”). This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Payments and other benefits will be distributed only if the Court finally approves the settlement and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Toyota, Lexus, and/or Scion dealers as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

*Your legal rights may be affected even if you do not act.  
Please read this Notice carefully.*

**YOUR RIGHTS AND CHOICES**

<b>YOU MAY:</b>		<b>DUE DATE</b>
<b>FILE A CLAIM FORM(S)</b>	This is the <u>only</u> way that you can get monetary benefits for which you may be eligible.	<b><u>July 29, 2013</u></b>
<b>OBJECT</b>	Write to the Court about why you don’t like the proposed settlement.	<b><u>Received by May 13, 2013</u></b>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to certain settlement benefits, but you keep your right to sue Toyota about the issues in the lawsuit.	<b><u>Postmarked by May 13, 2013</u></b>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement.	<b><u>May 13, 2013</u></b> <b><u>June 14, 2013 at 9:00 a.m.</u></b>
<b>DO NOTHING</b>	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Toyota about the issues in the lawsuit.	

## 2. What is the lawsuit about?

The class action lawsuit claims that certain Toyota, Scion and Lexus vehicles equipped with electronic throttle control systems (“ETCS”) are defective and can experience acceleration that is unintended by the driver. As a result, the lawsuit pursues claims for breach of warranties, unjust enrichment, and violations of various state consumer protection statutes, among other claims. You can read the Third Amended Economic Loss Master Consolidated Complaint by visiting [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). Toyota denies that it has violated any law, denies that it engaged in any wrongdoing, and denies that there is any defect in its ETCS. The parties agreed to resolve these matters before these issues were decided by the Court.

**This settlement does not involve claims of personal injury or property damage.**

## 3. What vehicles are included in the settlement?

The following Toyota, Lexus, and Scion vehicles (called the “Subject Vehicles”) equipped or installed with an ETCS distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions are included:

<b>Toyota</b>	
<b>Model</b>	<b>Model Years</b>
4Runner	2001-2010
Avalon	2005-2010
Camry	2002-2010
CamryHV	2007-2010
Camry Solara (2AZ)	2002-2008
Camry Solara (except 2AZ)	2004-2008
Celica (2ZZ)	2003-2005
Corolla (except 2ZZ)	2005-2010
Corolla Matrix (except 1ZZ 4WD, 2ZZ)	2005-2010
FJ Cruiser	2007-2010
Highlander	2004-2010
HighlanderHV	2006-2010
Land Cruiser	1998-2010
Prius	2001-2010
RAV4	2004-2010
Sequoia	2001-2010
Sienna	2004-2010
Spyder (MR2) SMT	2001-2005
Supra (2JZ-GE)	1998
Tacoma (5VZ w/ETCS-i)	2003-2004
Tacoma	2005-2010
Tundra (except 5VZ)	2000-2010
Tundra (5VZ)	2003-2004
Venza	2009-2010
Yaris Hatchback (Puerto Rico only)	2006
Yaris	2007-2010

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<b>Lexus</b>	
<b>Model</b>	<b>Model Years</b>
ES	2002-2010
GS	1998-2010
GS HV	2007-2010
GX	2003-2010
HS	2010
IS	2001-2010
LS	1998-2010
LS HV	2008-2010
LX	1998-2010
RX	2004-2010
RX HV	2006-2008, 2010
SC	1998-2000, 2002-2010
<b>Scion</b>	
<b>Model</b>	<b>Model Years</b>
xB	2008-2010
xD	2008-2010
tC	2005-2010

#### 4. Why is this a class action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Then, that Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### 5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Toyota from liability. The settlement does not mean that Toyota broke any laws and/or did anything wrong, and the Court did not decide which side was right. The settlement here has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

#### B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

#### 6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person, entity or organization who, at any time before December 28, 2012: (a) own or owned, purchase(d), and/or lease(d) a Subject Vehicle equipped or installed with an ETCS, that was distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions OR (b) insured such Subject Vehicles for residual value (see Question 3).

This is called the “Class.” Please note that, if you are a Class Member, you do not need to currently own or lease or insure a Subject Vehicle or, in the case of Residual Value Insurers, you do not need to currently insure the residual value of any Subject Vehicle to be part of the settlement.

Excluded from the Class are: (a) Toyota, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Plaintiffs’ Class Counsel, Allocation Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

#### **7. I’m still not sure if I’m included in the settlement.**

If you are not sure whether you are included in the Class, you may call (877) 283-0507. Please do not contact Toyota, Lexus, and/or Scion or dealers as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

### **C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT**

#### **8. What does the settlement provide?**

If you are a Class Member, what you are eligible to receive depends on several factors, including, among other things, the model and model year of your vehicle, whether you still own, lease or insure the residual value of the vehicle, and the state of your residence. The settlement benefits are outlined generally below, but more information can be found at the settlement website.

The Court still has to decide whether to finally approve the settlement. Benefits will be provided only if the Court finally approves the settlement and, for some benefits, only after any appeal period expires or any appeals are resolved in favor of the settlement. We do not know when the Court will finally approve the settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com) regularly for updates regarding the settlement.

*Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form.* If you do nothing, you may not receive certain benefits from the settlement, and, as a Class Member, you will not be able to sue Toyota about the issues in the lawsuit.

#### **a. Money Payment to Certain Former Owners or Lessors and Residual Value Insurers.**

If the settlement is finally approved (including any appeals resolved in favor of the settlement), Toyota will pay \$250 million into a fund for distribution to eligible Class Members who: (a) sold or traded in an owned Subject Vehicle during the period September 1, 2009 to December 31, 2010, inclusive; (b) returned a leased Subject Vehicle before the lease termination date during the period September 1, 2009 to December 31, 2010, inclusive; or (c) returned a leased Subject Vehicle before the lease termination date, after having reported an alleged unintended acceleration event(s) (as defined in the attached Claim Form) to Toyota, an authorized Toyota Dealer or the National Highway Traffic Safety Administration (“NHTSA”) before December 1, 2012; or (d) owned a Subject Vehicle that was declared a total loss by an insurer anytime from September 1, 2009 to December 31, 2010, inclusive or (e) Insured and/or guaranteed the residual value of a Subject Vehicle as of September 1, 2009, and with respect to such Subject Vehicle, thereafter either made payment to an insured, or sold the Subject Vehicle, provided such payment or sale was made by a Residual Value Insurer on or before December 31, 2010.

Plaintiffs’ expert witness in the lawsuit identified the period September 1, 2009 to December 31, 2010 as a period in which the Subject Vehicles may have suffered a loss in value due to publicity associated with certain of the Subject Vehicles. This fund will be distributed to eligible Class Members according to a Plan of Allocation that is available at the settlement website. Payment may range from a minimum of \$37.50 to several hundreds or thousands of dollars depending on the year

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and model of the vehicle, date of sale and subject to the number of claims made. It is possible that your payment will be lower, however. Please refer to the Plan of Allocation at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com) in order to obtain more details.

By no later than February 15, 2013, you will be able to visit [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com), enter certain information and get additional information about the settlement benefits, including this fund.

If the fund amount is insufficient to cover all claims, payments will be reduced on a pro-rata basis.

Please note, if any money remains in the fund, the Settlement Agreement and Plan of Allocation provide a mechanism for distributing any remainder from this fund that exists after all eligible claims are fully paid. As described in more detail below, the first priorities for any such distribution are to fund equally any amounts that may be necessary to fully fund claims from the Cash Payment in Lieu of BOS Fund described below in section 8(c) and cover the costs of notice and administration. In the event of a further surplus in this fund, amounts will be contributed to the Automobile Safety and Education Program fund described below in section 8(e). Specifically, and as set forth in the Settlement Agreement and Plan of Allocation, any remaining amounts will be distributed equally to: (i) contribute to the Cash Payment in Lieu of BOS Fund described below in section 8(c), in the event that such fund is unable to satisfy all authorized claims up to 100% of eligible payment; and (ii) to reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor. If additional contributions to the Cash Payment in Lieu of BOS Fund described below in section 8(c) enables that fund to satisfy all authorized claims up to 100% of eligible payment, then the remaining amount will be distributed equally to: (i) reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor; and (ii) contribute to the Automobile Safety and Education Program fund described in section 8(e) below. If the administrative and/or notice costs are fully reimbursed and the Cash Payment in Lieu of BOS Fund has been fully funded to enable all claims within that fund to be paid 100%, then the further remaining amounts will be applied to the Automobile Safety and Education Program fund described in section 8(e), below.

**Important:** *In order to receive money from this fund, eligible Class Members must complete and submit the proper Claim Form on or before July 29, 2013.* If you are an eligible Class Member, you can complete and submit a Claim Form online at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). Alternatively, if you are an eligible Class Member, you can obtain a Claim Form from the settlement website, print it out, complete it, and mail it on or before **July 29, 2013** to the settlement administrator at Toyota Economic Loss Settlement Administrator, c/o Gilardi & Co. LLC, P.O. Box 808061, Petaluma, CA 94975-8061. Class Members submitting Claim Forms must timely provide all information requested on the Claim Form in order to demonstrate eligibility to receive a payment.

#### **b. Brake Override System Installation.**

If the settlement is finally approved, Class Members who currently own or lease the Subject Vehicles specified below may have a brake override system installed on their vehicle at no cost to them. The brake override system will automatically reduce engine power when the brake pedal and the accelerator pedal are applied simultaneously under certain driving conditions. Toyota will begin to offer this benefit over time, beginning after final approval by the Court.

If you are eligible for this benefit, to take advantage of it, you need only take your vehicle to a Toyota/Lexus authorized dealer. This benefit is available for two years from the date Toyota gives notice on [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com) that the brake override system is available for a particular eligible Subject Vehicle – so please check [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com) regularly for updates. You must still own or lease and possess your vehicle at the time you seek the brake override system. However, this benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible to receive a brake override system.

If the settlement is approved, the following non-hybrid models equipped with ETCS are eligible for a brake override system as part of this settlement:

<b>Toyota Models</b>	<b>Model Years</b>
4Runner	2003-2009
Corolla	2009-2010
Highlander	2008-2010
Land Cruiser	2008-2010
RAV4	2006-2010
Tundra	2007-2010
<b>Lexus Models</b>	<b>Model Years</b>
LX	2008-2010
RX	2010

In addition, Toyota previously offered to install a brake override system on the following non-hybrid models equipped with ETCS; these models are eligible to receive this brake override system at any time (without any deadline) if you did not previously have it installed. Toyota will also send a reminder to current owners or lessees who did not already have the brake override system installed on their Subject Vehicles.

<b>Toyota Models</b>	<b>Model Years</b>
Avalon	2005-2010
Camry	2007-2010
Sequoia <sup>1</sup>	2008-2010
Tacoma	2005-2010
Venza	2009-2010
<b>Lexus Models</b>	<b>Model Years</b>
ES	2007-2010
IS	2006-2010
IS-F	2008-2010

In addition, hybrid Subject Vehicles already have something called Parts Protection Logic that, among other things, performs a similar function as a brake override system.

**c. Money Payment to Eligible Current Owners and Lessees In Lieu of Offer of Brake Override System Installation.**

If the settlement is finally approved (including any appeals resolved in favor of the settlement), Toyota will pay \$250 million into a fund for distribution to eligible Class Members who still own or lease their Subject Vehicles, unless (a) their Subject Vehicle is a hybrid vehicle; (b) they already actually received a brake override system installation on their Subject Vehicle; or (c) they are eligible for the brake override system on their Subject Vehicles described above in section 8(b).

This fund will be distributed according to a Plan of Allocation that is available at the settlement website. Eligible Class Members' payments may range from \$37 to \$125, depending on the state in which you reside, the number of claims submitted, and other adjustments and deductions. It is possible that payments will be lower, however, or may be higher, depending upon the number of Claims submitted and other factors, but in no event will exceed \$125. Please refer to the Plan of Allocation at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com) in order to obtain more details.

<sup>1</sup> Toyota will continue to install the brake override system on Sequoia vehicles that have not yet received the brake override system, up to the end-date of the current Sequoia limited service campaign of October 31, 2013.

By no later than February 15, 2013, you will be able to visit [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com), enter certain information and get additional information about the settlement benefits, including this fund.

Please note, if the fund amount is insufficient to cover all claims, payments will be reduced on a pro-rata basis. The Settlement Agreement and Plan of Allocation provide a mechanism for distributing any remainder from this fund that exists after all eligible claims are fully paid. As described in more detail below, the first priorities for any such distribution are to fund equally any amounts that may be necessary to fully fund claims from the Cash Payment for Alleged Diminished Value Fund described above in section 8(a) and cover the costs of notice and administration. In the event of a further surplus in this fund, amounts will be contributed to the Automobile Safety and Education Program fund described below in section 8(e).

Specifically, and as set forth in the Settlement Agreement and Plan of Allocation, any remaining amounts will be distributed equally to: (i) contribute to the Cash Payment for Alleged Diminished Value Fund described above in section 8(a), in the event that such fund is unable to satisfy all authorized claims up to 100% of eligible payment; and (ii) to reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor. If additional contributions to the Cash Payment for Alleged Diminished Value Fund described above in section 8(a) enables that fund to satisfy all authorized claims up to 100% of eligible payment, then the remaining amount will be distributed equally to: (i) reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor; and (ii) contribute to the Automobile Safety and Education Program fund described in section 8(e) below. If the administrative and/or notice costs are fully reimbursed and the Cash Payment for Alleged Diminished Value Fund has been fully funded to enable all claims within that fund to be paid 100%, then the further remaining amounts will be applied to the Automobile Safety and Education Program fund described in section 8(e), below.

**Important:** *In order to receive money from this fund, eligible Class Members must complete and submit the applicable Claim Form on or before July 29, 2013.* If you are an eligible Class Member, you can complete and submit the Claim Form online at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). Alternatively, if you are an eligible Class Member, you can obtain the Claim Form from the settlement website, print it out, complete it, and mail it on or before **July 29, 2013** to the settlement administrator at Toyota Economic Loss Settlement Administrator, c/o Gilardi & Co. LLC, P.O. Box 808061, Petaluma, CA 94975-8061. Class Members submitting Claim Forms must timely provide all information requested on the Claim Form in order to demonstrate eligibility to receive a payment.

#### **d. Customer Support Program.**

If the settlement is finally approved, for Class Members who still possess their Subject Vehicles, Toyota will implement a Customer Support Program that will stand by the reliability of the vehicles by providing future coverage for repairs and adjustments needed to correct defects, if any, in materials or workmanship in certain parts associated with the vehicle's operation at no cost to the owner or lessee if any of those parts fail, break, or malfunction. The Customer Support Program will last for ten (10) years after the expiration of any existing warranty for each of the covered parts, subject to a maximum limit of 150,000 miles, except that each eligible vehicle will receive no less than three (3) years of coverage from the date of final settlement approval (regardless of when the underlying warranty expires and your vehicle's mileage), if the Court finally approves the settlement.

The covered parts are the: (i) engine control module; (ii) cruise control switch; (iii) accelerator pedal assembly; (iv) stop lamp switch; and (v) throttle body assembly. The Customer Support Program is transferable with the Subject Vehicle.

If you are a Class Member who is eligible for the Customer Support Program, you need not take any action in order to be eligible to participate in the Customer Support Program. If a covered part fails, breaks, or malfunctions due to a defect in materials or workmanship from the date of final approval through the end of the Customer Service Program, you should take your vehicle to a Toyota/Lexus/Scion authorized dealer for repair or adjustment under the Customer Support Program.

If you received a post-card notifying you of the proposed settlement, you should tear off the portion referring to the Customer Support Program and place it in your vehicle's glove box. You also can obtain a document summarizing the Customer Support Program at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). You do not need to have the summary to receive the benefits of the Customer Support Program, but it may serve as a reminder to you in the event any covered part fails, breaks or malfunctions. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

#### **e. Automobile Safety and Education Program Payment.**

If the settlement is finally approved (including any appeals resolved in favor of the settlement), Toyota will pay \$30,000,000 to fund a program for automobile safety and education related to issues in the lawsuit. Toyota's payment will be divided between contributions to university-based automobile/transportation research and an education/information program for automobile drivers. Contributions to the university programs will be for the purposes of researching issues to develop advances in active safety features, vehicle control and driver attention. The education/information program will consist of an education campaign focused on driver safety. If amounts remain from the settlement funds identified above in sections 8(a) and 8(c), any future money contributed to research and education programs will be divided for the same purposes as outlined above. More details on the Automobile Safety and Education Program can be found at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). The website will be periodically updated with additional information and specifics concerning this program.

#### **9. What am I giving up in exchange for the settlement benefits?**

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Toyota from liability and will not be able to sue Toyota about the issues in the lawsuit. The Settlement Agreement at section VI describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section in Appendix A to this Notice. The Settlement Agreement is available at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

#### **D. EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue Toyota over the legal issues in the lawsuit, then you must take steps to get out of this settlement. This is called asking to be excluded from the Class, also referred to as "opting out" of the Class.

#### **10. If I exclude myself, can I get anything from this settlement?**

If you exclude yourself, you cannot get settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Toyota in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

#### **11. If I don't exclude myself, can I sue later?**

Unless you exclude yourself, you give up the right to sue Toyota for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Toyota about the issues in the lawsuit.

#### **12. How do I get out of the settlement?**

To exclude yourself from the settlement, you **must** send a letter by mail saying that you want to be excluded from the settlement in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation* and mention the case number (No. 8:10ML2151 JVS (FMOx)). In the letter, you **must** include your name,

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address, year, make, model, and VIN number of your vehicle, your telephone number, and your signature. You can't ask to be excluded over the phone or at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). You **must** mail your exclusion request postmarked no later than **May 13, 2013** to:

Toyota Economic Loss Settlement Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 8090  
San Rafael, CA 94912-8090

Your exclusion request must be received by the Settlement Administrator no later than **May 13, 2013** to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com) regularly for updates regarding the settlement.

#### **E. THE LAWYERS REPRESENTING YOU**

##### **13. Do I have a lawyer in the case?**

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Class Counsel": Steve W. Berman at Hagens Berman Sobol Shapiro LLP; Marc M. Seltzer at Susman Godfrey L.L.P.; and Frank M. Pitre at Cotchett, Pitre & McCarthy. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

##### **14. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys' fees not to exceed \$200 million, plus up to an additional \$27 million in costs and expenses. These fees and expenses will go to 25 plaintiffs' firms and approximately 85 attorneys who worked on the litigation. Class Counsel will ask for payments to each of the Plaintiffs and Class Representatives of \$100 per hour, with a minimum of \$2,000 award, for their time invested in connection with the Actions. The Court may award less than these amounts. If the Court awards less than the amounts requested for attorneys' fees and costs, Toyota agrees to pay the remainder to the automobile safety research and education fund. Toyota will separately make the payments that the Court orders up to the amounts identified in this paragraph after the settlement is finally approved (including any appeals resolved in favor of the settlement). These payments will not reduce the value of the settlement benefits made available to Class Members. Toyota will also separately pay these attorneys' fees and expenses and also will pay the costs to provide notice of and to administer the settlement, subject to potential reimbursement of these costs pursuant to the terms of the settlement.

#### **F. OBJECTING TO THE SETTLEMENT**

You can tell the Court if you don't agree with the settlement or some part of it.

##### **15. How do I tell the Court if I don't like the settlement?**

If you are a Class Member, and you don't exclude yourself from the Class, you can object to the settlement if you don't like some part of it. You can give reasons why you think the Court should not approve it. To object, you **must** send a written objection saying that you object to the settlement in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:10ML2151 JVS (FMOx) to Class Counsel and Toyota's Counsel at the addresses below so that the objection is received by Class Counsel and Toyota's Counsel no later than **May 13, 2013**. To have your objection considered by the Court, you also must file the objection with the Clerk of Court (identified below) so that it is received and filed no later than **May 13, 2013**. In your objection, you **must** provide the specific reason for your objection (including any legal support), any evidence or other information you wish to rely on, a statement of whether you intend to appear at the fairness hearing (discussed below), and information showing that you are a member of the Class, include a list of the Subject Vehicles to which your objection applies (with VIN number, and the make and model of each

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vehicle), your name, address, telephone number, your signature, and proof of purchase, ownership and/or lease of a Subject Vehicle.

<u>Clerk of Court</u> United States District Court Central District of California 411 West Fourth Street, Room 1053 Santa Ana, CA 92701-4516	<u>Class Counsel</u> Steve W. Berman Hagens Berman Sobol & Shapiro LLP 1918 Eighth Ave., Suite 3300 Seattle, WA 98101	<u>Toyota's Counsel</u> John P. Hooper Reed Smith 599 Lexington Avenue 22nd Floor New York, NY 10022  J. Gordon Cooney, Jr. Morgan Lewis & Bockius LLP 1701 Market Street Philadelphia, PA 19103-2921
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#### 16. What's the difference between objecting and excluding?

Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you don't like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Toyota over the issues in the lawsuit.

#### G. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement. If you have filed an objection on time and attend the hearing, you may ask to speak, but you don't have to attend or speak.

#### 17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on **June 14, 2013** at the Ronald Reagan Federal Building and United States District Court, Central District of California, 411 West Fourth Street, Santa Ana, CA 92701. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

#### 18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court and delivered it on time to Class Counsel and Toyota's Counsel, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

#### 19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you **must** send a letter saying that it is your "Notice of Intent to Appear in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*" to Class Counsel and Toyota's Counsel identified above in response to Question 15 so that they receive it no later than **May 13, 2013**. You must also file the document with the Clerk of Court so that it is received and filed no later than **May 13, 2013**. You **must** include your name, address, telephone number, the make and model and VIN number of your vehicle, and your signature. Anyone who has requested

permission to speak must be present at the start of the Fairness hearing at 9:00 a.m. on **June 14, 2013**. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement, including its exhibits and addenda. You can get a copy of the Settlement Agreement and other information about the settlement, including, but not limited to, answers to frequently asked questions and the Claim Forms, at [www.toyotaelsettlement.com](http://www.toyotaelsettlement.com). You can also call the toll-free number, (877) 283-0507 or write the settlement administrator at Toyota Economic Loss Settlement Administrator, c/o Gilardi & Co. LLC, P.O. Box 8090, San Rafael, CA 94912-8090. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

### 21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Toyota, Lexus, and/or Scion dealers as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

#### **Appendix A – Section VI from the Settlement Agreement – Release and Waiver**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration for the Settlement, Class Representatives, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles, any and all claims involving the ETCS, any and all claims of unintended acceleration in any manner that are, or could have been, defined, alleged or described in the Economic Loss Master Consolidated Complaint, the Amended Economic Loss Master Consolidated Complaint, the Second Amended Economic Loss Master Consolidated Complaint, the Third Amended Economic Loss Master Consolidated Complaint, the TAMCC, the Actions or any amendments of the Actions, including, but not limited to, the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles.

C. Notwithstanding the foregoing, Class Representatives, Plaintiffs and Class Members are not releasing claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle.

D. The Final Order and Final Judgment will reflect these terms.

E. Class Representatives, Plaintiffs and Class Members expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives, Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

QUESTIONS? CALL TOLL FREE (877) 283-0507 OR VISIT [WWW.TOYOTAELSETTLEMENT.COM](http://WWW.TOYOTAELSETTLEMENT.COM)  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

G. In connection with this Agreement, Class Representatives, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, except as otherwise stated in this Agreement.

H. Class Representatives expressly understand and acknowledge, and all Class Representatives, Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Class Representatives, Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Plaintiffs' Class Counsel, Allocation Counsel, Class Representatives, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

K. In consideration for the Settlement, Toyota and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Approval Order shall have, released Plaintiffs' Class Counsel and each current and former Plaintiffs and Class Representatives from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives and Plaintiffs' Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.