

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

**If You Own or Lease or Previously Owned, Purchased,  
or Leased Certain Toyota Tacoma, Tundra, or Sequoia Vehicles,  
You Could Get Benefits from a Class Action Settlement.**

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

- There is a proposed settlement that has been preliminarily approved in a class action lawsuit against Toyota Motor Sales, U.S.A., Inc. (“Toyota”) concerning certain Toyota Tacoma, Tundra, and Sequoia vehicles. 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, or leased 2005–2010 Toyota Tacoma, 2007–2008 Tundra, or 2005–2008 Sequoia vehicles (see Question 3 below for a list of eligible vehicles).
- The proposed settlement provides for a free Frame Inspection and Replacement Program to determine whether your Subject Vehicle’s frame should be replaced. If the frame needs to be replaced to meet the Rust Perforation Standard, replacement will be at no cost to you. The settlement also reimburses Class Members who previously paid for frame replacement due to rust perforation that satisfies the Rust Perforation Standard and that were incurred prior to **January 3, 2017**.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, **[www.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.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 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 *Brian Warner et al., v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:15-cv-02171-FMO-FFM. The defendant is Toyota Motor Sales, U.S.A., Inc. (hereinafter, “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 the Court. All questions should be directed to the Settlement Notice Administrator.

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

## YOUR RIGHTS AND CHOICES

<i><b>YOU MAY:</b></i>		<i><b>DATE/CLAIM PERIOD</b></i>
<b>SEEK INSPECTION UNDER THE FRAME INSPECTION AND REPLACEMENT PROGRAM</b>	Have the frame of your vehicle inspected to determine whether your frame should be replaced. If the inspection shows that your frame should be replaced, an authorized Toyota Dealer will replace the frame, at no cost to you. At your request and if your vehicle is kept overnight, Toyota shall also provide a complimentary Loaner Vehicle (upon proof of adequate insurance) for up to seven (7) days, absent exceptional circumstances, while your vehicle's frame is replaced.	<i><b>The longer of either (a) twelve (12) years from the date the vehicle was originally sold or leased; or (b) one (1) year from the date of entry of the Final Order and Judgment</b></i>
<b>FILE A CLAIM TO SEEK REIMBURSEMENT</b>	You may submit Claims for previously paid out-of-pocket costs for frame replacement incurred on a Subject Vehicle to address rust perforation that satisfies the Rust Perforation Standard that were incurred prior to the <b>January 3, 2017</b> and that were not otherwise reimbursed. This is the <u>only</u> way that you can get reimbursed.	<i><b>The deadline to submit Claim Forms is sixty (60) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing</b></i>
<b>OBJECT</b>	Write to the Court about why you do not like the proposed settlement.	<i><b>March 27, 2017</b></i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Toyota about the issues in your own lawsuit.	<i><b>March 27, 2017</b></i>
<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, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.	<i><b>April 27, 2017 at 10:00 a.m. Pacific time</b></i>
<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.	

**QUESTIONS? CALL TOLL FREE 1-800-481-7948 OR VISIT [WWW.TOYOTAFRAMESETTLEMENT.COM](http://WWW.TOYOTAFRAMESETTLEMENT.COM)  
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## **2. What is the lawsuit about?**

The class action lawsuit claims that the frames of certain Toyota Tacoma, Tundra, and Sequoia vehicles lack adequate rust protection, resulting in premature rust corrosion of the vehicles' frames. The lawsuit pursues claims for violations of various state consumer protection statutes, among other claims. You can read the Second Amended Complaint by visiting [www.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.com). Toyota denies that it has violated any law, denies that it engaged in any wrongdoing, and denies that there is any defect with respect to rust protection in certain Toyota Tacoma, Tundra, and Sequoia vehicles. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from an accident involving the Subject Vehicles.

On October 3, 2014, Ryan Burns filed a class action complaint in *Burns v. Toyota Motor Sales, U.S.A., Inc.*, No. 2:14-cv-02208 (W.D. Ark.) alleging, among other things, that Toyota (as defined below) designed, manufactured, distributed, advertised and sold certain Tacoma vehicles that allegedly lacked adequate rust protection on the vehicles' frames that would allegedly result in premature rust corrosion and that Ryan Burns and others similarly situated sustained economic losses as a result thereof.

On March 24, 2015, Brian Warner and others filed a class action complaint in *Brian Warner et al., v. Toyota Motor Sales, U.S.A., Inc.*, No. 2:15-cv-02171 (C.D. Cal.) alleging, among other things, that Toyota (as defined below) designed, manufactured, distributed, advertised and sold certain Tacoma vehicles that allegedly lacked adequate rust protection on the vehicles' frames that would allegedly result in premature rust corrosion and that the plaintiffs and others similarly situated sustained economic losses as a result thereof.

On April 23, 2015, the United States District Court for the Western District of Arkansas issued an Order granting in part and denying in part Toyota's motion to dismiss plaintiff Ryan Burns' complaint. Pursuant to the United States District Court for the Western District of Arkansas' Order, plaintiff Ryan Burns' claims for breach of express and implied warranties were dismissed, while the order upheld his claims under the Arkansas Deceptive Trade Practices Act, for unjust enrichment and for declaratory relief.

On June 5, 2015, the United States District Court for the Central District of California issued an order granting Toyota's motion to dismiss the complaint filed by plaintiff

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Brian Warner and others without prejudice.

On June 19, 2015, plaintiff Brian Warner and others filed a First Amended Complaint.

On January 12, 2016, the United States District Court for the Western District of Arkansas issued an Order granting in part, and denying in part, Toyota's motion for summary judgment on plaintiff Ryan Burns' claims. Pursuant to the United States District Court for the Western District of Arkansas' Order, Toyota's motion for summary judgment was denied on all grounds except that plaintiff's claim for injunctive relief was dismissed. In addition, according to this court's order, Toyota's motion to deny class certification was denied without prejudice. This court found it premature to make a ruling regarding whether class certification for any of Burns' three proposed classes should be denied based upon the pleadings alone.

On March 8, 2016, the United States District Court for the Central District of California granted in part and denied in part Toyota's motion to dismiss the First Amended Complaint filed by plaintiff Brian Warner and others, such that plaintiffs' claims under the consumer protection laws of California, Florida, Ohio, and Louisiana were dismissed with prejudice; and plaintiffs' claims under Maryland, New York, and North Carolina law were dismissed to the extent they contained allegations based on Toyota's alleged misrepresentations, but plaintiffs could pursue said claims based on Toyota's alleged omissions.

Plaintiff Brian Warner and others filed a Second Amended Complaint, adding Ryan Burns as one of the plaintiffs. The Second Amended Complaint expanded the allegations to also include certain Tundra and Sequoia vehicles. The Second Amended Complaint also added counts for the alleged violations of the Arkansas consumer protection laws, breach of implied warranty of merchantability and breach of express warranty.

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

The following Toyota Tacoma, Tundra and Sequoia vehicles (called the "Subject Vehicles") 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>
Tacoma	2005–2010
Tundra	2007–2008
Sequoia	2005–2008

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#### **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. Once approved, the 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 or did anything wrong, and the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them called Plaintiffs’ Counsel, including 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 as of or before **December 2, 2016**, own or owned, purchase(d), or lease(d) Subject Vehicles distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico or any of the territories or possessions of the United States. This is called the “Class.”

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Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Counsel; (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 **1-800-481-7948**. Please do not contact the Court. All questions should be directed to the Settlement Notice 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. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement. Toyota may begin to offer this benefit over time, beginning pursuant to the terms of this Settlement Agreement, upon entry of the Preliminary Approval Order by the Court. However, no benefits have to be provided until and unless the Court finally approves the settlement and 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.ToyotaFrameSettlement.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*

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will not be able to sue Toyota about the issues in the lawsuit.

**a. Frame Inspection and Replacement Program**

If the settlement is finally approved, for Class Members who still own or lease their Subject Vehicles, the Frame Inspection and Replacement Program will be implemented to determine whether a Class Member's frame should be replaced in accordance with the terms of this settlement. Toyota may decide to implement certain benefits of this settlement prior to the settlement being fully approved. The Frame Inspection and Replacement Program will begin following the date of Final Order and Final Judgment is entered and will be calculated by the longer of twelve (12) years from the date of the Subject Vehicle's First Use, which is the date that the Subject Vehicle was originally sold or leased, or, if the Class Member has owned or leased the vehicle beyond twelve (12) years from date of First Use, one (1) year from the date of entry of the Final Order and Final Judgment.

Pursuant to the Frame Inspection and Replacement Program and the Inspection Protocol, Toyota shall offer an initial inspection of the Subject Vehicles and additional inspections, as necessary. Salvaged vehicles and vehicles with flood-damaged titles are not eligible for this benefit.

Without cost to Class Members, upon request from the Class Member and if the Subject Vehicle is required by the Toyota Dealer to remain at the dealership at least overnight, Toyota will provide a Loaner Vehicle (upon proof of adequate insurance) for up to seven (7) days, absent exceptional circumstances, while the frame is being replaced. The Frame Inspection and Replacement Program is transferable with the Subject Vehicle. In appropriate circumstances where the Class Member has a demonstrated need for a vehicle similar to the Subject Vehicles, Toyota, through its dealers, shall use good faith efforts to satisfy that request.

If you are eligible for the Frame Inspection and Replacement Program, simply bring your Subject Vehicle to a Toyota Dealer for an inspection and, if required, a frame replacement. If you dispute the findings of the Toyota Dealer's inspection, you may take your vehicle to a second Toyota Dealer for a second frame inspection.

You also can obtain a document summarizing the Frame Inspection and Replacement Program at **[www.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.com)**. You do not need to have the summary to receive the benefits of the Frame Inspection and Replacement Program,

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but it may serve as a reminder to you in the event your Subject Vehicle satisfies the Rust Perforation Standard.

Toyota may begin to offer this benefit over time, beginning pursuant to the terms of this Settlement Agreement, upon entry of the Preliminary Approval Order by the Court. Toyota, at its discretion, may also periodically mail reminders of this benefit to Class Members after the issuance of the Final Order and Final Judgment. The reminder notices will notify the Class Members of the timing of this Frame Inspection and Replacement Program and will encourage Class Members to bring in their Subject Vehicles for an inspection.

Toyota will replace the frames and associated parts, as required, on the Subject Vehicles that satisfy the Rust Perforation Standard as stated in the Inspection Protocol that are presented to a Toyota Dealer during the Frame Inspection and Replacement Program. The frame replacement is at no cost to Class Members.

Toyota dealerships shall inspect the frames of the Subject Vehicles presented to them to determine whether a frame should be replaced pursuant to the Settlement Agreement. Class Members may have their Subject Vehicles' frames inspected by authorized Toyota Dealers and, if the vehicle is located in a CRC State<sup>1</sup>, for evaluation for application of the Corrosion Resistant Compounds ("CRC"). Based upon the results of the inspection, and if perforation of the frame from rust corrosion meets or exceeds the Rust Perforation Standard, the Subject Vehicle's frame and associated parts shall be replaced by Toyota at no charge to the Class Member. If the perforation of the frame does not meet or exceed the Rust Perforation Standard, and the vehicle is currently registered in a CRC State, and the vehicle has not previously received CRC or a new frame, pursuant to a prior Limited Service Campaign ("LSC"), then the dealer or authorized sublet facility will apply CRC to the Subject Vehicle's frame. For vehicles registered in CRC States, the application of the CRC shall be available for a two (2) year period: (a) for the Tundra and Sequoia subject vehicles; and, (b) for those Tacoma subject vehicles for which CRC has not been previously applied and the frame was not previously replaced. The timing of the availability of

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<sup>1</sup> The CRC States, which have high road salt use, are defined as Connecticut, Delaware, the District of Columbia, Illinois, Indiana, Kentucky, Massachusetts, Maryland, Maine, Michigan, Minnesota, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, Vermont, Wisconsin and West Virginia.

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the CRC application will depend on Toyota's ability to obtain the applicable environmental permits. Toyota shall mail a reminder notice to Class Members in CRC States when there is only six (6) months remaining for the possible application of the CRC.

All frames presented for inspection shall be inspected for perforations in the frame caused by rust corrosion in accordance with the following procedure: The frame will be inspected by a qualified Toyota technician, who will inspect the frame rails and cross member mounting locations. Any perforation found will be measured to confirm if it is within the inspection criteria.

If any perforation exists, but no perforation is 10 mm or greater and if the vehicle has not previously received CRC or a new frame, pursuant to the prior LSC, then the frame will be cleaned and the CRC will be applied for Subject Vehicles located in the CRC States. If any perforation in the frame is found to be 10 mm or larger, then the frame will be replaced, as well as all applicable parts and service items incidental to frame replacement.

#### **b. Claim Reimbursement**

If the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you can ask to be reimbursed if you previously paid for frame replacement for rust perforation that satisfies the Rust Perforation Standard on a Subject Vehicle and were not otherwise reimbursed. To be eligible for reimbursement, you must submit a Claim Form and the expenses must have been incurred prior to **January 3, 2017**.

The Claim Form is attached to this Notice and is also available on the settlement website **[www.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.com)**. In no event shall a Class Member be entitled to more than one payment per Subject Vehicle.

You must submit your Claim Form and any supporting documentation, if available, for prior frame replacement to the Settlement Notice Administrator. The deadline to submit Claim Forms is sixty (60) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.

The Settlement Claims Administrator will determine whether Claim Forms are complete and timely. If your Claim is deficient, the Settlement Claims Administrator will mail you a letter requesting that you complete the deficiencies and resubmit the Claim Form within forty-five (45) days. If you fail to provide the requested

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documentation or information, your Claim will be denied.

The Settlement Claims Administrator will review your Claim Form and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within ninety (90) days of receipt, but this review period is not required to begin any earlier than sixty (60) days after the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

If your Claim is rejected for payment, the Settlement Claims Administrator will notify Toyota and Class Counsel of the rejection of the Claim and the reason(s) why. Class Counsel will review the rejected Claim and may consult with Toyota in an attempt to resolve these denied Claims. If Class Counsel and Toyota jointly recommend payment of the Claims or payment of a reduced claim amount, the Settlement Claims Administrator will be instructed to pay those Claims. If Class Counsel and Toyota's Counsel disagree, the Settlement Claims Administrator will make a final determination as to whether the Claims should be paid.

**c. When will I get paid for a submitted claim?**

If your Claim is accepted for payment, Settlement Claims Administrator will use its best efforts to pay your Claim within ninety (90) days after receipt of the Claim, as long as that date occurs after the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

**Important:** In order to receive reimbursement for a Claim, eligible Class Members must complete and submit the Claim Form during the Claim Period, which shall run from **January 3, 2017** up to and including sixty (60) days after the Court's issuance of the Final Order and Final Judgment, which will occur after the Fairness Hearing, which is currently scheduled for April 27, 2017 at 10:00 a.m. Pacific time.

You can complete and submit a Claim Form online at [www.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.com). Alternatively, you can obtain a Claim Form from the settlement website, print it out, complete it, and mail it on or before up to and including sixty (60) days after the Court's issuance of the Final Order and Final Judgment, which will occur after the Fairness Hearing, which is currently scheduled for **April 27, 2017 at 10:00 a.m. Pacific time**, to the Settlement Notice Administrator in *Brian Warner et al., v. Toyota Motor Sales, U.S.A., Inc.*, (C.D. Cal.), P.O. Box 910, Philadelphia, PA 19105-0910. If you previously paid for frame replacement on a Subject Vehicle due to rust perforation, the only way to be reimbursed is to timely submit a Claim Form and any supporting documentation, if available.

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## **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 VII 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.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.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 exclude yourself from this settlement. This is also known as “opting out” of the Class.

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

If you exclude yourself, you do not 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 do not 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** complete and send the Request to Opt Out form or a letter containing the same information sent by mail saying that you

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want to be excluded from the settlement in *Brian Warner et al., v. Toyota Motor Sales, U.S.A., Inc.*, and mention the case number (2:15-cv-02171-FMO-FFM). The Request for Exclusion/Request to Opt Out Form is attached to this Notice and also available at [www.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.com). If you do not want to complete the Request for Exclusion/Request to Opt Out Form, you may also send a handwritten or typed and signed letter to the Settlement Notice Administrator requesting exclusion (opting out). **The letter must be signed by you and include your name, address, year, make, model, and VIN number of your vehicle, your telephone number, and email address.** You can't ask to be excluded over the phone or at the settlement website. You **must** mail your Request for Exclusion/Request to Opt Out Form or letter with your exclusion request postmarked no later than **March 27, 2017** to:

**Settlement Notice Administrator in  
Brian Warner et al., v. Toyota  
Motor Sales, U.S.A., Inc., (C.D. Cal.)  
c/o Heffler Claims Group  
P.O. Box 910  
Philadelphia, PA 19105-0910**

Your Request for Exclusion/Request to Opt Out Form or letter with your exclusion request must be postmarked no later than **March 27, 2017**, to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check [www.ToyotaFrameSettlement.com](http://www.ToyotaFrameSettlement.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": Timothy Blood at Blood Hurst & O'Reardon, LLP and Ben Barnow at Barnow and Associates, P.C., are Class Counsel. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Their contact information is as follows:

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

The law firms that worked on this Action and the Related Action will ask the Court for an award of attorneys' fees in the amount of \$9.75 million and for reimbursement of their out-of-pocket costs and expenses in an amount not to exceed \$150,000. Toyota will not oppose the request for attorneys' fees, costs and expenses in these amounts.

Class Counsel will also ask the Court to award each of the Class Representatives service awards in the amount of \$2,500 for the time and effort each spent representing Class Members. Toyota will not oppose the request for Class Representative service awards in this amount.

The Court must approve the request for attorneys' fees, costs and expenses and the request for service awards. The amounts awarded by the Court will be paid by Toyota in addition to all other settlement benefits. Under no circumstances will Toyota's payment of attorneys' fees, costs and expenses and Class Representative service awards reduce your settlement benefits.

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

You can tell the Court if you do not agree with the settlement or some part of it.

#### **15. How do I tell the Court if I do not like the settlement?**

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must send a written objection **signed by you** saying that you object to the settlement in *Brian*

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*Warner et al., v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:15-cv-02171-FMO-FFM, to the Clerk of Court (identified below) so that it is received and filed no later than **March 27, 2017**.

In your objection, you must include: (a) a heading which refers to the Action, *Brian Warner et al., v. Toyota Motor Sales, U.S.A., Inc.*, No. 2:15-cv-02171 (C.D. Cal.); (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her objection; (e) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (f) a statement that the objector is a Class Member, including the make, model, year and VIN(s) of the Subject Vehicle(s); and (g) the objector's dated, handwritten signature (an electronic signature or attorney's signature are not sufficient). Any documents supporting the objection must also be attached to the objection. If any testimony is to be given in support of the objection, the names of all persons who will testify must be set forth in the objection. Class Members may do so either on their own or through an attorney retained at their own expense.

Objections must be mailed to:

Clerk of Court  
United States District Court  
Central District of California  
312 North Spring Street, Room G-8  
Los Angeles, CA 90012

**16. What is the difference between objecting and excluding?**

Excluding yourself is telling the Court that you do not 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 do not 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.

**QUESTIONS? CALL TOLL FREE 1-800-481-7948 OR VISIT [WWW.TOYOTAFRAMESETTLEMENT.COM](http://WWW.TOYOTAFRAMESETTLEMENT.COM)  
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## 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 (provided you have previously filed a timely notice of intention to appear), but you do not 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 **10:00 a.m. Pacific time on April 27, 2017**, at the United States District Courthouse, Central District of California, 350 West 1st Street, Los Angeles, CA 90012. 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 of the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the website periodically for further updates.

### 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 do not 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, 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 *Brian Warner et al., v. Toyota Motor Sales, U.S.A., Inc.*” to the Clerk of Court so that it is received and filed no later than **March 27, 2017**. You must include your name, address, telephone number, the year, 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 **10:00 a.m. Pacific**

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**time on April 27, 2017.** 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 the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Forms, at **www.ToyotaFrameSettlement.com**. You can also call the toll-free number, **1-800-481-7948** or write the settlement administrator at **Settlement Notice Administrator in *Brian Warner et al., v. Toyota Motor Sales, U.S.A., Inc., (C.D. Cal.)*, c/o Heffler Claims Group, P.O. Box 910, Philadelphia, PA 19105-0910**. 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 the Court. All questions should be directed to the Settlement Notice Administrator.

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**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 Judgment and Final Order.

B. In consideration for the Settlement Agreement, Class Representatives 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, and discharge 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 Action and the Related Action, 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, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Action, the Related Action, the Subject Vehicles' frames and/or associated parts that are, or could have been, defined, alleged or described in the Second Amended Complaint, the Action, the Related Action or any amendments of the Action or the Related Action. Notwithstanding the foregoing, Class Representatives 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.

C. Notwithstanding the foregoing, the Released Parties shall be held harmless by any Class Representative or Class Member for a Released Claim against the Released Parties asserted by that Class Representative or Class Member, either brought directly or by any legal or natural persons who claim by, through, or under that Class Representative or Class Member.

D. The Final Order will reflect these terms.

E. Class Representatives 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 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 and the Settlement Agreement.

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G. In connection with the Settlement Agreement, Class Representatives and Class Members acknowledge that they and other Class Members 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 Action or the Related Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to 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 Action and the Related Action.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Judgment and Final Order 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 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 Settlement 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 Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds or values in the claims that they are releasing under the Settlement Agreement. Class Members submitting a Frame Replacement Reimbursement 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 Agreement 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 Action or the Related Action, including without limitation, any claim for benefits, proceeds or value under the Action or the Related Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds or values in the claims that they are releasing under the

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## Settlement Agreement.

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 Class Counsel, Plaintiffs' Counsel, Class Representatives or Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

K. In consideration for the Settlement Agreement, 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 Order shall have, released Plaintiffs' Counsel, Class Counsel and each current and former 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, Plaintiffs' Counsel and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

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 Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

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

"Released Parties" or "Released Party" means any Toyota entity, including, but not limited to, Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Engineering and Manufacturing North America, Inc., New United Motor Manufacturing, Inc., Toyota Motor Manufacturing, Texas, Inc., Toyota Motor Manufacturing Indiana, Toyota Motor Manufacturing Baja California, Toyota Auto Body California and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions,

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stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

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