

**Authorized by the U.S. District Court for the District of Connecticut**

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

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

- There is a proposed Settlement that has been preliminarily approved by the Court in a class action lawsuit against Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing, Indiana, Inc. (“Toyota”) concerning certain Toyota Sienna vehicles. If you are included in the Settlement you have legal rights and options and deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed), purchase(d) or lease(d) 2011 through 2018 model year Toyota Sienna vehicles, which are referred to in this Notice as “Subject Vehicles.”
- The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts of the Subject Vehicles, a Loaner Vehicle to eligible Class members (whose Subject Vehicles are undergoing repairs that are covered by the Customer Confidence Program that will exceed four hours to complete), and reimbursement of certain out-of-pocket expenses. Each of these are described in more detail below, in the Settlement agreement, and the Settlement website, [www.toyotasiennadoorsettlement.com](http://www.toyotasiennadoorsettlement.com).

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.toyotasiennadoorsettlement.com](http://www.toyotasiennadoorsettlement.com)**, because it will be updated with additional information from time to time.

**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 *Simerlein, et al., v. Toyota Motor Corporation, et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.). The defendants are Toyota Motor Corp., Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Manufacturing, Indiana, Inc. (“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. 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, identified below.

***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>DATE/CLAIM PERIOD</b>
<b>SEEK COVERAGE UNDER THE CUSTOMER CONFIDENCE PROGRAM</b>	<p>You may have your Subject Vehicles' sliding doors inspected by an authorized Toyota Dealer at no cost to you. Each Subject Vehicle is eligible for one inspection within one year from the date of entry of Final Order and Final Judgment. Pursuant to this paragraph and upon a Class Member's request to an authorized Toyota Dealer to inspect a Subject Vehicle's sliding doors, the Toyota Dealer will inspect the Subject Vehicle's sliding doors based on the Inspection Protocol. Depending on the results of the Inspection Protocol, the Toyota Dealer, if necessary, may conduct certain repairs to your Subject Vehicle's sliding door cable sub-assembly, sliding door center hinge assembly, fuel door pin and fuel door hinge, sliding door front lock assembly, sliding door rear lock assembly, or G04 recall remedy kit.</p> <p>You may also request a Loaner Vehicle while your Subject Vehicle is undergoing a repair pursuant to the Settlement Agreement. You are eligible to receive a Loaner Vehicle if <u>your Subject Vehicle is undergoing a repair covered by the Customer Confidence Program that will exceed four hours to complete.</u> In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Subject Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.</p>	<p><i>You do not need to do anything to seek coverage under the Customer Confidence Program. If you do not exclude yourself from the Settlement, and the Settlement is finally approved, you will automatically be able to participate in the Customer Confidence Program.<sup>1</sup></i></p> <p><i>The duration of prospective coverage for the sliding door cable sub-assembly, sliding door center hinge assembly, fuel door pin and fuel door hinge will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.</i></p> <p><i>The duration of prospective coverage for the sliding door front lock assembly for model years 2017–2018 will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model years 2011–2016 Subject Vehicles, the current Warranty Enhancement Program ZH4, which is applicable for nine years from the Subject Vehicle's date of First Use, will be extended by one additional year.</i></p> <p><i>The duration of prospective coverage for the sliding door rear lock assembly for model years 2016–2018 will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model years 2011–2015, the current Warranty Enhancement Program ZH5, which is applicable for nine years from the Subject Vehicle's date of First Use, will be extended by one additional year.</i></p> <p><i>The G04 Recall Remedy Kit's warranty for model years 2011–2016 will be extended an additional one year – for a total of two years</i></p>

<sup>1</sup> Salvaged Vehicles, inoperable vehicles and vehicles with titles marked flood-damaged are not eligible for this benefit.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

		<i>– from the date the G04 Recall Remedy was performed. If the G04 Recall Remedy was performed more than one year prior to the date of entry of the Final Order and Final Judgment, then the Customer Confidence Program will provide an additional one year of coverage for the G04 Recall Remedy Kit from the date of entry of the Final Order and Final Judgment.</i>
<b>FILE A CLAIM TO SEEK REIMBURSEMENT</b>	You may submit Claims for previously paid out-of-pocket expenses incurred to address a condition that is covered by the Customer Confidence Program that were not otherwise reimbursed and that were incurred prior to the Initial Notice Date, March 1, 2019. This is the <u>only</u> way that you can get reimbursed.	<i>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.</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>May 3, 2019</i>
<b>OBJECT</b>	Write to the Court about why you do not like the proposed Settlement.	<i>May 3, 2019</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to appear in the lawsuit in order to participate in the proposed Settlement, but you may appear on your own or through your own lawyer, at your expense, 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>June 4, 2019 at 11:00 a.m. Eastern time</i>
<b>DO NOTHING</b>	You will be included in the Class but may not receive certain Settlement benefits that you may otherwise be eligible for, such as reimbursements for certain out-of-pocket expenses and you give up the right to sue Toyota about the issues in the lawsuit.	

## 2. What is the lawsuit about?

---

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**  
**WWW.TOYOTASIENNADOORSETTLEMENT.COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The class action lawsuit claims that the sliding doors in certain Sienna vehicles are defective. The lawsuit pursues claims for violations of various state consumer protection statutes, among other claims. You can read the class action complaint by visiting [www.toyotasiennadoorsettlement.com](http://www.toyotasiennadoorsettlement.com). Toyota denies that it has violated any law or engaged in any wrongdoing. 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.

A. *Simerlein, et al. v. Toyota Motor Corporation, et al.*

On June 30, 2017, plaintiff Ned Simerlein (“Simerlein”) filed a class action complaint against Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Manufacturing, Indiana, Inc. (the “*Simerlein Defendants*”) in the United States District Court for the District of Connecticut. *Simerlein et al., v. Toyota Motor Corporation et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.). Simerlein asserted class claims under Connecticut’s consumer protection statute (the Connecticut Unfair Trade Practices Act (“CUTPA”)) and the consumer protection statutes of various other states, express and implied warranty claims, a claim under the Magnuson-Moss Warranty Act on behalf of a proposed nationwide class, and unjust enrichment arising from the manufacture and sale of 2011-2017 Toyota Sienna minivans equipped with power sliding rear doors, which Simerlein alleged were defective.

On October 6, 2017, Simerlein, along with additional named plaintiffs James Eckhoff, Marciel Lopez, John F. Prendergast, and Craig Kaiser (together with Simerlein, the “*Simerlein Plaintiffs*”) filed an amended complaint asserting the state law claims of the additional plaintiffs and making additional allegations against the *Simerlein Defendants*.

On October 31, 2017, the *Simerlein Defendants* submitted an unopposed motion for an extension of time to respond to the amended complaint. On November 1, 2017, the Court granted this motion and set December 4, 2017 as the deadline for the *Simerlein Defendants* to file their motion to dismiss the amended complaint, January 22, 2018 as the deadline for the *Simerlein Plaintiffs* to respond to the motion, and February 21, 2018 as the deadline for the *Simerlein Defendants* to file a reply. The Court further ordered the parties to file a joint case management report, pursuant to Fed. R. Civ. P. 26(f), no later than December 20, 2017.

On December 4, 2017, the *Simerlein Defendants* filed their motion to dismiss the amended complaint.

On December 20, 2017, as directed by the Court, the parties submitted their joint case management report.

On January 5, 2018, counsel for the parties appeared before the Court for a telephonic status conference pursuant to Fed. R. Civ. P. 16. On January 12, 2018, the Court issued a scheduling order that, among other things, set December 21, 2018 as the deadline for the completion of fact discovery, and August 2, 2019 as the deadline for the completion of all briefing and expert discovery in connection with Plaintiffs’ intended class certification motion.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT  
WWW.TOYOTASIENNADOORSETTLEMENT.COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

On January 22, 2018, the *Simerlein* Plaintiffs filed their opposition to the motion to dismiss the amended complaint, and, on February 21, 2018, the *Simerlein* Defendants filed their reply in further support of their motion.

On February 27, 2018, the *Simerlein* Plaintiffs filed a motion to strike portions of the *Simerlein* Defendants' reply, or, in the alternative, for leave to file a sur-reply memorandum. The *Simerlein* Defendants filed an opposition to this motion on February 28, 2018. On August 1, 2018, the Court granted the *Simerlein* Plaintiffs' motion to file a sur-reply and directed the *Simerlein* Plaintiffs to file their sur-reply memorandum, which was done that same day. The motion to dismiss is fully briefed.

On August 24, 2018, the Court continued the hearing on the motion to dismiss to September 27, 2018.

On September 25, 2018, the Court granted the parties' request to adjourn the argument on the motion to dismiss and set a telephonic status conference for November 15, 2018.

On November 7, 2018, the Court granted the parties' joint motion to reschedule the telephonic status conference to December 12, 2018.

On December 11, 2018, Class Counsel filed a Second Amended Class Action Complaint in this Court. In the new complaint, plaintiffs added the 2018 model year to the Sienna vehicles at issue.

On December 11, 2018, Class Counsel, on behalf of the *Simerlein* Plaintiffs and the *Combs/Franklin* Plaintiffs (defined below), filed their unopposed motion for an order preliminarily approving the Settlement, directing notice to the class, and scheduling a fairness hearing ("Preliminary Approval Motion").

On December 12, 2018, counsel for the parties appeared before the Court for a telephonic status conference concerning the Preliminary Approval Motion. On December 14, 2018, the Court set a telephonic hearing on the Preliminary Approval Motion for January 7, 2019 at 4:00 pm.

On January 7, 2019, counsel for the parties appeared before the Court for a telephonic motion hearing on the Preliminary Approval Motion. On January 8, 2019, the Court granted the oral motion to amend the complaint such that the Second Amended Class Action Complaint is now the operative complaint in the action.

On January 8, 2019, the Court also issued an order permitting an amendment to the Preliminary Approval Motion to address Plaintiffs' request for a preliminary injunction and/or stay. On January 9, 2019, Class Counsel, on behalf of the *Simerlein* Plaintiffs and the *Combs/Franklin* Plaintiffs, filed an amended memorandum of law in support of their Preliminary Approval Motion addressing their request for a preliminary injunction and/or stay.

On January 14, 2019, the Court approved the Preliminary Approval Motion, directed notice to the class, set associated deadlines, and scheduled a Fairness Hearing for June 4, 2019 at 4:00 pm.

In crafting their pleadings and responding to the *Simerlein* Defendants' motion to dismiss, counsel for the *Simerlein* Plaintiffs conferred extensively with their independent automotive engineering consultant.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT  
WWW.TOYOTASIENNADOORSETTLEMENT.COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The *Simerlein* Defendants have provided confirmatory and informal discovery consisting of over 100,000 pages of internal Toyota documents. In addition, Class Counsel interviewed a Toyota engineer who is knowledgeable about the Sienna vehicles and parts at issue as part of confirmatory and informal discovery.

*Combs/Franklin, et al. v. Toyota Motor Corporation, et al.*

On June 23, 2017, plaintiffs Tonya Combs, James Tinney, Melissa Jugo Tinney, Crystal Gillespie, Melissa Stalker and Joseph C. Harp Jr. (collectively, the “*Combs/Franklin* Plaintiffs,” with the later additions noted below) filed a class action complaint against defendants Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Engineering and Manufacturing North America, Inc. (the “*Combs/Franklin* Defendants”) in the United States District Court for the Central District of California. *Combs, et al. v. Toyota Motor Corporation, et al.*, Case No. 2:17-cv-04633-VAP-AFM (C.D. Cal.) (“Related Action”). The *Combs/Franklin* Plaintiffs asserted class claims under various states’ consumer protection statutes, express and implied warranty claims, a claim under the Magnusson-Moss Warranty Act on behalf of a proposed nationwide class, fraudulent omission, and unjust enrichment arising from the manufacture and sale of 2011-2017 Toyota Sienna minivans equipped with power sliding rear doors, which the *Combs/Franklin* Plaintiffs alleged were defective.

On October 6, 2017, the *Combs/Franklin* Plaintiffs filed their first amended complaint which added Jennifer Franklin, Jordan Amrani, Dillen Steeby, and Paula McMillin as plaintiffs, asserted additional state law claims on their behalf, and included additional allegations against the *Combs/Franklin* Defendants. On November 2, 2017, the court approved a stipulation setting December 4, 2017 as the deadline for the *Combs/Franklin* Defendants to respond to the first amended complaint.

On January 16, 2018, the *Combs/Franklin* Plaintiffs filed their second amended complaint naming Raymond and Rosario Alvarez, Karen Eason, and Jennifer Sowers as additional plaintiffs and removing Tonya Combs as a plaintiff. The second amended complaint asserted state law claims on behalf of the new plaintiffs and included additional allegations against the *Combs/Franklin* Defendants.

On February 20, 2018, the *Combs/Franklin* Defendants filed a motion to dismiss the second amended complaint. On April 20, 2018, the *Combs/Franklin* Plaintiffs filed their opposition to the motion, and, on May 25, 2018, the *Combs/Franklin* Defendants filed their reply in further support of the motion. The motion to dismiss is fully briefed.

On July 20, 2018, the court continued the hearing on the motion to dismiss to September 24, 2018.

On September 21, 2018, the court continued the hearing on the motion to dismiss to November 19, 2018.

On November 9, 2018, the court granted the parties’ stipulation to reschedule the hearing on the motion to dismiss to December 17, 2018.

On December 13, 2018, the parties filed a stipulation to stay the action pending final approval of the settlement in the *Simerlein* action, stating that the proposed settlement would also

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT  
WWW.TOYOTASIENNADOORSETTLEMENT.COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

resolve the claims in the *Combs/Franklin* action.

On December 17, 2018, the Court removed the *Combs/Franklin* Defendants' pending motion to dismiss from the Court's calendar.

On December 18, 2018, the Court granted the parties' stipulation to stay the action pending the *Simerlein* action's final settlement approval and instructed the parties to provide an update as to preliminary approval of the settlement in the *Simerlein* by January 14, 2019.

On January 14, 2019, the parties filed a status report informing the Court that the settlement in *Simerlein* had been preliminarily approved and that the final approval hearing had been set for June 14, 2019. The parties stated that they would provide the Court with another status update by the earlier of June 18, 2019 or within three business days of the *Simerlein* Court's final approval hearing.

In crafting their pleadings, counsel for the *Combs/Franklin* Plaintiffs conferred extensively with their independent automotive engineering consultant.

The *Combs/Franklin* Defendants have provided informal discovery which, as discussed above, counsel for the *Combs/Franklin* Plaintiffs together with counsel with the *Simerlein* Plaintiffs have reviewed.

The *Combs/Franklin* Defendants have provided confirmatory and informal discovery consisting of over 100,000 pages of internal Toyota documents. In addition, Class Counsel interviewed a Toyota engineer who is knowledgeable about the Sienna vehicles and parts at issue as part of confirmatory and informal discovery.

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

---

The model year 2011-2018 Toyota Sienna 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 in the Settlement.

### **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.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

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 the Initial Notice Date, 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 and all other United States territories and/or possessions. This is called the “Class.”

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 as provided in the Settlement Agreement.

### **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 **1-833-305-3915**. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator at the number above.

## **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, in its sole discretion and after consultation with Class Counsel, begin to offer the Customer Confidence Program, 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

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

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.toyotasiennadoorsettlement.com](http://www.toyotasiennadoorsettlement.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 for reimbursement of eligible out-of-pocket expenses. 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.*

## **9. a. Customer Confidence Program**

---

Subject to the language two paragraphs above, if the Settlement is finally approved, for Class Members who still own or lease their Subject Vehicles, the Customer Confidence Program will be implemented. The Customer Confidence Program will provide prospective coverage for repairs to the following sliding door parts but only those repairs that are related to internal functional concerns of the following parts that impede the closing and opening operations of the sliding door in manual and power modes:

- (i) Sliding Door Cable Sub-Assembly for All Subject Vehicles. The duration of prospective coverage for the sliding door cable sub-assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.<sup>2</sup>
- (ii) Sliding Door Center Hinge Assembly for All Subject Vehicles. The duration of prospective coverage for the sliding door center hinge assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.
- (iii) Fuel Door Pin and Fuel Door Hinge for All Subject Vehicles. The duration of prospective coverage for the fuel door pin and hinge will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.
- (iv) Sliding Door Front Lock Assembly. For model year 2017–2018 Subject Vehicles and for certain model year 2016 Subject Vehicles to which the current Warranty Enhancement Program ZH4 does not apply, the duration of prospective coverage for the sliding door front lock assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model year 2011–2015 Subject Vehicles and for certain model year 2016 Subject Vehicles to which the Warranty Enhancement Program ZH4 applies, the current Warranty

---

<sup>2</sup> “First Use” means the date that the Subject Vehicle is originally sold or leased.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT  
WWW.TOYOTASIENNADOORSETTLEMENT.COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Enhancement Program ZH4, which is applicable for nine years from the Subject Vehicle's date of First Use, will be extended by one additional year.

- (v) Sliding Door Rear Lock Assembly. For model year 2016–2018 Subject Vehicles and for certain model year 2015 Subject Vehicles to which the current Warranty Enhancement Program ZH5 does not apply, the duration of prospective coverage for the sliding door front lock assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model year 2011–2014 Subject Vehicles and for certain model year 2015 Subject Vehicles to which the Warranty Enhancement Program ZH5 applies, the current Warranty Enhancement Program ZH5, which is applicable for nine years from the Subject Vehicle's date of First Use, will be extended by one additional year.
- (vi) G04 Recall Remedy Kit for Model Year 2011–2016 Subject Vehicles. The G04 Recall Remedy Kit is subject to a one-year replacement part warranty under the terms of the G04 Recall. Pursuant to this Agreement's Customer Confidence Program, this one-year warranty will be extended an additional one year – for a total of two years – from the date the G04 Recall Remedy was or is performed. If the G04 Recall Remedy was performed more than one year prior to the date of entry of the Final Order and Final Judgment, then the Customer Confidence Program will provide an additional one year of coverage for the G04 Recall Remedy Kit from the date of entry of the Final Order and Final Judgment.

Toyota shall provide a Loaner Vehicle, if requested, to eligible Class Members whose Subject Vehicles are undergoing a repair pursuant to the Customer Confidence Program. You are eligible to receive a Loaner Vehicle if your Subject Vehicle is undergoing a repair covered by the Customer Confidence Program that will exceed four hours to complete. In appropriate circumstances, where you have a demonstrated need for a Loaner Vehicle similar to the Subject Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.

Pursuant to the Customer Confidence Program, if you have a concern about your Subject Vehicle's sliding doors, you may have your Subject Vehicles' sliding doors inspected by an authorized Toyota Dealer at no cost to you, pursuant to the terms of this paragraph. Each Subject Vehicle is eligible for one such Sienna Sliding Door Functional Inspection within one year from the date of entry of the Final Order and Final Judgment. Pursuant to this paragraph and upon a Class Member's request to an authorized Toyota Dealer to inspect a Subject Vehicle's sliding doors, the Toyota Dealer will inspect the Subject Vehicle's sliding doors based on the following Inspection Protocol:

- STEP 1.** Using Techstream, perform a Health Check.  
Are ANY current Diagnostic Trouble Codes (DTCs) for the power sliding door stored?  
YES — Record stored DTCs, then continue to step 2.  
NO — Continue to step 2.

**STEP 2.** Check the sliding door operation with power ON.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT  
WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Check to see if the sliding door can be fully opened and closed.

Yes- Then continue to step 3.

No – Confirm the power slide door is getting power. Then continue to step 3.

**STEP 3.** Check the sliding door operation with power OFF. Turn the power sliding door OFF by pushing the main switch.

a. Check to see if the sliding door can be fully opened and closed.

Yes – Proceed to step 3b.

No – Inspect upper Fuel Lid hinge for separation. If separated, replace Fuel Lid, then continue to the next step.

b. Check the sliding door in manual operation by opening and closing the door repeatedly. Feel for indications of abnormal conditions (e.g., damaged slide door cable or seized PSD center hinge bushing).

Question 1: Is door difficult to slide open and closed?

YES — Inspect slide door cable assembly for damage or breakage. Also inspect for seized PSD center hinge bushing. Replace as needed.

NO — Continue question 2.

Question 2: Are door latch functions inoperative when the door is at closing position?

YES — Then proceed to the Front Lock Assembly and Striker Replacement procedure.

NO — Continue to step 4.

**STEP 4.** Check the data list for half and full latch switch ON/OFF conditions using Techstream. Is switch operation abnormal?

YES — Proceed to the Rear Lock Assembly Replacement procedure.

NO — Continue to step 5.

**STEP 5.** Using Techstream, perform a final Health Check.

The Settlement Agreement, available at [www.toyotasiennadoorsettlement.com](http://www.toyotasiennadoorsettlement.com) summarizes the Customer Confidence Program.

## **10. b. Out-of-Pocket 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 expenses incurred to repair a condition that is covered by the Customer Confidence Program that were not otherwise reimbursed and were incurred prior to the Initial Notice Date. To be eligible for reimbursement, you must submit a Claim Form and the expenses must have been incurred prior to **March 1, 2019**.

The Claim Form is available on the Settlement website

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**www.toyotasiennadoorsettlement.com.**

You must submit your Claim Form and any supporting documentation, if available, for prior paid repair expenses for a covered condition 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 Notice Administrator will mail you a letter requesting that you complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days. If you fail to provide the requested 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 Final Effective Date.

If the Claim is rejected for payment, in whole or in part, the Settlement Claims Administrator shall notify Class Counsel and Toyota's Counsel of said rejection of Class Member's Claim and the reason(s) why. The decision of the Settlement Claims Administrator shall be final; provided, however, that Class Counsel and Toyota's Counsel may meet and confer to resolve any denied Claims. If Class Counsel and Toyota jointly recommend payment of the Claims or payment of a reduced claim amount, then Toyota's Counsel shall inform the Settlement Claims Administrator, who shall instruct Toyota to pay said Claims. If Class Counsel and Toyota's Counsel disagree, they shall notify the Settlement Claims Administrator who shall make a final determination as to whether the Claim shall be paid.

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

---

If your Claim is accepted for payment, the 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 **March 1, 2019** 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 June 4, 2019 at 11:00 a.m. Eastern time.

You can complete and submit a Claim Form online at [www.toyotasiennadoorsettlement.com](http://www.toyotasiennadoorsettlement.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 **June 4, 2019, at 11:00 a.m. Eastern time**, to the Settlement Notice Administrator in *Simerlein, et al., v. Toyota Motor Corporation, et al., (D. Conn.), c/o Toyota Settlement Notice Administrator, PO Box 230, Philadelphia, PA 19105-0230*. If you previously incurred expenses to repair a condition

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

that is covered by the Customer Confidence Program, the only way to be reimbursed is to timely submit a Claim Form and any supporting documentation that is available.

## **12. 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.toyotasiennadoorsettlement.com**. You can talk to one of the lawyers listed in Question 13 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.

## **13. If I exclude myself, can I get anything from this Settlement?**

---

If you exclude yourself, you do not get Settlement benefits and you will not be bound by anything that happens in this lawsuit. 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.

## **14. 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 you do not exclude yourself and 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.

## **15. How do I get out of the Settlement?**

---

To exclude yourself from the Settlement, you must submit a written request saying that you want to be excluded from the Settlement. **In your letter, you must include: (a) a heading which refers to the lawsuit, *Simerlein et al., v. Toyota Motor Corporation et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.); (b) the excluding Class Member’s full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s); (d) your request to be excluded from the Action; and (e) the excluding Class Member’s dated,**

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**handwritten signature (an electronic signature or attorney’s signature is not sufficient).** You can’t ask to be excluded over the phone or at the Settlement website. You **must** mail your letter with your exclusion request postmarked no later than **May 3, 2019** to:

**Settlement Notice Administrator in  
Simerlein, et al., v. Toyota Motor Corporation, et al., (D. Conn.)  
c/o Toyota Settlement Notice Administrator  
PO Box 230  
Philadelphia, PA 19105-0230**

Your letter with your exclusion request must be postmarked no later than **May 3, 2019**, to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check **www.toyotasiennadoorsettlement.com** regularly for updates regarding the Settlement.

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

### **16. 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”: W. Daniel “Dee” Miles III of Beasley Allen, Crow, Methvin, Portis & Miles, P.C., Adam Levitt of DiCello Levitt & Casey LLC, and Demet Basar of Wolf Haldenstein Adler Freeman & Herz LLP, are Class Counsel. Their contact information is as follows:

W. Daniel “Dee” Miles III Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. 218 Commerce Street Montgomery, Alabama 36104 Tel.: (800) 898-2034 E-mail: Dee.Miles@BeasleyAllen.com	Adam J. Levitt DiCello Levitt & Casey LLC 10 North Dearborn Street, Eleventh Floor Chicago, Illinois 60602 Tel.: (312) 214-7900 E-mail: alevitt@dlcfirm.com
Demet Basar Wolf Haldenstein Adler Freeman & Herz LLP 270 Madison Avenue New York, New York 10016 Tel.: (212) 545-4600 E-mail: basar@whafh.com	

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT  
WWW.TOYOTASIENNADOORSETTLEMENT.COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## **17. 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 \$6,500,000.00 and for reimbursement of their out-of-pocket costs and expenses in an amount not to exceed \$500,000.00.

Class Counsel will also ask the Court to award each of the Class Representatives incentive awards in the amount of \$2,500.00 for the time and effort each spent representing Class Members. This amount will be included in the attorneys' out-of-pocket costs and expenses.

The Court must approve the request for attorneys' fees, costs and expenses and the request for Class Representative incentive 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 incentive 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.

## **18. 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. You can also object to the request for attorneys' fees, costs and expenses and the request for Class Representative service awards. To object, you must send a written objection **signed by you** saying that you object to the Settlement in *Simerlein, et al., v. Toyota Motor Corporation, et al.*, Case No. 3:17-cv-01091-VAB, to the Clerk of Court (identified below) so that it is received and filed no later than **May 3, 2019**.

In your objection, you must include: (a) a heading which refers to the Action, *Simerlein, et al., v. Toyota Motor Corporation, et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.); (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel, and any documents supporting the objection; (e) the number of times the objector has objected to a class action Settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) the full name, telephone number and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for attorneys' fees, costs and expenses and/or the request for Class Representative service awards;

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.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) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (h) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (i) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (j) the objector's dated signature. Any documents supporting the objection must also be attached to the objection. Class Members may object 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  
District of Connecticut  
915 Lafayette Boulevard  
Bridgeport, Connecticut 06604  
Re: Simerlein, Case No. 3:17-cv-01091 (VAB)

## **19. 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, the requested fees, costs and expenses, and/or Class Representative service awards. 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 (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

## **20. When and where will the Court decide whether to grant final approval of the Settlement?**

---

The Court will hold a Fairness Hearing at **11:00 a.m. Eastern time on June 4, 2019**, at the United States District Courthouse, District of Connecticut, 915 Lafayette Boulevard - Suite 417, Bridgeport, Connecticut 06604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

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 and the Class Representatives. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website periodically for further updates.

## **21. 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.

## **22. 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 *Simerlein, et al., v. Toyota Motor Corporation, et al.*” to the Clerk of Court so that it is received and filed no later than **May 3, 2019**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **11:00 a.m. Eastern time on June 4, 2019**. You cannot speak at the hearing if you excluded yourself from the Class.

## **H. GETTING MORE INFORMATION**

### **23. 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 Form, at **[www.toyotasiennadoorsettlement.com](http://www.toyotasiennadoorsettlement.com)**. You can also call the toll-free number, **1-833-305-3915** or write the settlement administrator at **Settlement Notice Administrator in *Simerlein, et al., v. Toyota Motor Corporation, et al.*, (C.D. Cal.), c/o Toyota Settlement Notice Administrator, PO Box 230, Philadelphia, PA 19105-0230**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

### **24. 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 Settlement website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT  
WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**Appendix A – Section VII 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 arising from, related to, connected with, and/or in any way involving the Action, the Related Action, the Subject Vehicles' sliding doors, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, the Related Action or any amendments of the Action or the Related Action. Notwithstanding the foregoing, Class Representatives and the other 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, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.
- D. The Final Order will reflect these terms.
- E. Class Representatives, on behalf of the other 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 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.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.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 the Settlement Agreement, Class Representatives, on behalf of the other 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 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.
- 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, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other 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,

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

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 Representative 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, Class 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 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 Agreement and shall be included in any Final Judgment and Final Order entered by the Court.

**QUESTIONS? CALL TOLL FREE 1-833-305-3915 OR VISIT**

**WWW.TOYOTASIENNADOORSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**