

1 **SETTLEMENT AGREEMENT**

2 This Settlement Agreement is entered into between Plaintiffs Carlos Collado,
3 Richard Hock, Bill Urban, Enrique Cantu, William Askew, James Freeman, Elliot Fixler,
4 Evan Moore, Geri Kennedy and James Clifford, on the one hand, and Defendant Toyota
5 Motor Sales, U.S.A., Inc. (“Toyota”), on the other hand, to fully and finally settle and
6 resolve all claims and litigation in the actions captioned: *Collado, et al., v. Toyota Motor*
7 *Sales, U.S.A., Inc.*, Case No. 2:10-CV-3113-R (C.D.Cal.); *Fixler v. Toyota Motor Sales,*
8 *U.S.A, Inc.*, Case No. 2:10-CV-3124-R (C.D.Cal.); and *Moore, et al., v. Toyota Motor*
9 *Sales, U.S.A., Inc.*, Case No. BC419672 (Cal. Super. Ct., L.A. County) (collectively, the
10 “Actions”).

11 **I. DEFINITIONS**

12 **A. “Claim”**

13 A “Claim” is a request for reimbursement under this Agreement.

14 **B. “Claim Administrator”**

15 The “Claim Administrator” shall mean a qualified claim administrator mutually
16 suitable to both parties and paid for by Toyota, and which will be chosen through a bidding
17 process to include at least the following: Rust Consulting, Inc., Garden City Group, Inc.,
18 and Rosenthal & Company LLC.

19 **C. “Claim Form”**

20 “Claim Form” refers to a form used to request reimbursement under this
21 Agreement, substantially in the form attached hereto as Exhibit A-2.

22 **D. “Class”**

23 “Class” or “Settlement Class” refers to “All purchasers and/or lessees of any 2006,
24 2007, 2008, or 2009 model year Toyota Prius vehicle originally factory equipped with
25 genuine high intensity discharge (“HID”) headlights who reside in the United States.”
26 Excluded from the stipulated Settlement Class are all claims for personal injury, property
27 damage, and subrogation. Also excluded from the Settlement Class are Toyota and Toyota
28 Motor Corporation; any affiliate, parent, or subsidiary of Toyota or Toyota Motor

1 Corporation; any entity in which Toyota or Toyota Motor Corporation has a controlling
2 interest; any officer, director, or employee of Toyota or Toyota Motor Corporation; any
3 successor or assign of Toyota or Toyota Motor Corporation; any Judge to whom the
4 Actions are assigned; anyone who purchased a Class Vehicle for the purpose of resale, and
5 any owners or lessees of Class Vehicles that were not manufactured for export specifically
6 into the United States.

7 **E. “Class Counsel”**

8 “Class Counsel” are Girard Gibbs LLP; Wasserman, Comden Casselman, &
9 Esensten, LLP; Arias, Ozzello & Gignac LLP; Initiative Legal Group, APC; and Cohen
10 Milstein Sellers & Toll PLLC.

11 **F. “Class Member”**

12 A “Class Member” is a person who falls within the definition of the Class and who
13 does not validly opt out of the Class pursuant to the procedure set forth in the Court’s
14 Preliminary Approval Order.

15 **G. “Class Vehicle”**

16 A “Class Vehicle” is any 2006, 2007, 2008, or 2009 model year Toyota Prius
17 vehicle originally factory equipped with HID headlights.

18 **H. “Effective Date”**

19 “Effective Date” means the first date after the Court enters a Final Order and
20 Judgment, substantially in the form attached hereto as Exhibit B, and all appellate rights
21 with respect to said Final Order and Judgment, other than those related to any award of
22 attorney fees, costs, or incentive payments, have expired or been exhausted in such a
23 manner as to affirm the Final Order and Judgment.

24 **I. “HID Electronic Control Unit (“ECU”)**

25 “HID Electronic Control Unit,” also referenced herein as “HID ECU,” is the HID
26 Headlight Electronic Control Unit within Class Vehicles that is designed specifically to
27 operate, and with the sole function of operating, the HID headlight bulbs. The HID ECU
28 is sometimes referred to as the ballast.

1 **J. “HID Headlight Parts”**

2 “HID Headlight Parts” are the Class Vehicles’ HID headlight bulbs or HID ECUs.

3 **K. “Notice Date”**

4 “Notice Date” means the date by which Toyota shall complete the mailing of notice
5 to the Class. The Notice Date shall be 30 days after the Court enters a Preliminary
6 Approval Order, substantially in the form attached hereto as Exhibit A.

7 **L. “Proof of Repair Expense”**

8 “Proof of Repair Expense” shall take the form of an original or legible copy of a
9 receipt, invoice, or other record, or some combination thereof, identifying the sum paid by
10 (or on behalf of) the Class Member for a repair or replacement of HID Headlight Parts.

11 **II. SETTLEMENT CONSIDERATION**

12 In consideration for the dismissal of the Actions, with prejudice, and the Mutual
13 Release provided below, Toyota agrees to provide the following consideration to the Class:

14 **A. Warranty Extension For HID Headlight Parts**

15 Effective on the Notice Date, Toyota will extend its New Vehicle Limited Warranty
16 to cover HID Headlight Parts during the 5-year and 50,000-mile period (whichever occurs
17 first) following the original sale or lease of each Class Vehicle (the “Extended Warranty”).
18 All rights normally available to Toyota owners and lessees under Toyota’s New Vehicle
19 Limited Warranty will be available to Class Members seeking warranty coverage of HID
20 Headlight Parts under the Extended Warranty. Any Class Member who did not repair the
21 Headlight Parts as of the Notice Date, and whose vehicle, as of the Notice Date, is outside
22 the Extended Warranty period, is entitled to warranty repairs of the HID Headlight Parts, if
23 the Class Member provides Toyota proof that the Headlight Parts failed within the
24 Extended Warranty period. Repairs performed pursuant to this section during the notice
25 period preclude Class Members from opting out of the Settlement Class.

26 The Extended Warranty is subject to the same conditions set forth in a Class
27 Vehicle’s Owner’s Warranty Information booklet, except that repairs under this subsection
28 of the Agreement are permissible pursuant to the terms herein. Damages incurred from

1 abuse, a collision or crash, vandalism and/or other impact shall be excluded and not
2 covered by the Extended Warranty.

3 **B. Reimbursements For HID Electronic Control Unit Repairs Occurring**
4 **Before the Notice Date**

5 Without regard to any warranty period limitation, a Class Member will be entitled
6 to full reimbursement of any expenses (including parts and labor) he or she incurred (or
7 which were incurred on his or her behalf) to repair a Class Vehicle's HID Electronic
8 Control Unit(s) provided that:

- 9 1. A Claim is mailed to the Claim Administrator, post-marked no later than 90
10 days after the Notice Date;
- 11 2. The Claim contains a completed Claim Form;
- 12 3. The Claim contains a Proof of Repair Expense;
- 13 4. To the extent not reflected on the Proof of Repair Expense, the Claim
14 contains an original or copy of a repair record, estimate, or other document(s) indicating
15 the Class Vehicle's identification number (VIN) and that the HID Electronic Control Unit
16 was repaired or replaced before the Notice Date; and
- 17 5. The Class Member has not been previously reimbursed in full for his or her
18 HID ECU repair expenses.

19 **C. Reimbursements For HID Headlight Bulb Repairs Arising From**
20 **Failures Within 5 Years And 50,000 Miles Of The Original Sale Or**
21 **Lease Of The Vehicle, and Which Repairs Occurred before the Notice**
22 **Date**

23 A Class Member will be entitled to full reimbursement of all expenses (including
24 parts and labor) he or she incurs or incurred (or which are incurred on his or her behalf) to
25 replace any HID headlight bulb provided that:

- 26 1. A Claim is mailed to the Claim Administrator, post-marked no later than 90
27 days after the Notice Date;
- 28 2. The Claim contains a completed Claim Form;

1 3. The Claim contains a Proof of Repair Expense;
2 4. The Class Member has not been previously reimbursed in full for his or her
3 expenses; and

4 5. For repair expenses incurred at a repair facility: the Claim contains an
5 original or copy of a repair record, estimate, or other document(s) indicating the
6 information listed in (a) and (b) below, but only to the extent the same information does
7 not appear on the Proof of Repair Expense:

8 (a) The HID headlight bulb failed within 5 years and 50,000 miles of
9 when the Class Vehicle was first sold or leased; and

10 (b) The Class Vehicle's identification number (VIN);

11 6. For expenses incurred solely for the purchase of HID headlight bulbs: the
12 Claim contains an original or copy of a document(s) indicating the information listed in (a)
13 and (b) below, but only to the extent the same information does not appear on the Proof of
14 Repair Expense:

15 (a) Current or former ownership or lease of a Class Vehicle; and

16 (b) Failure of the HID headlight bulb before the Notice Date.

17 **D. Reimbursements For HID Headlight Bulb Repairs That Do Not Qualify**
18 **For Reimbursement Under Section (II)(C), and which occurred before**
19 **the Notice Date**

20 1. For any Claim that does not qualify for reimbursement under section (II)(C),
21 Toyota will evaluate the Claim to determine whether the claimant should otherwise receive
22 a reimbursement, and if so, the amount of the reimbursement, provided that:

23 (a) The Claim was mailed to the Claim Administrator, post-marked
24 no later than 90 days after the Notice Date;

25 (b) The Claim contains a completed Claim Form;

26 (c) The Claim contains a Proof of Repair Expense;

27 (d) The Class Member has not been previously reimbursed in full for
28 his or her repair expenses; and

1 (e) The Class Member may submit a brief statement why
2 reimbursement would be appropriate.

3 2. For any Claim that does not qualify for reimbursement under section (II)(C)
4 but does satisfy section (II)(D)(1), Toyota may exercise discretion to determine whether
5 full, partial, or no reimbursement should be awarded, based on the following factors:

- 6 (a) The amount paid for the HID headlight bulb repair;
- 7 (b) The date(s) and mileage of the HID headlight bulb repair(s);
- 8 (c) The date and mileage that the HID headlight bulb first failed;
- 9 (d) Whether the Class Vehicle previously required HID headlight
10 bulb repairs and, if so, the date and amount paid for those repairs;
11 and
- 12 (e) Whether the Class Member's ordinary practice is to drive with the
13 headlights on during the day.

14 3. For any Class Member whose vehicle is outside the 5 year and/or 50,000-
15 mile period and who has experienced a failed HID headlight bulb but, as of the Notice
16 Date, has not yet replaced the failed HID headlight bulb, Toyota may, upon a showing of
17 hardship by the Class Member, agree to facilitate replacement of the HID headlight bulb at
18 a Toyota dealership at no cost or at partial cost to the Class Member, with Toyota
19 reimbursing the dealership rather than the Class Member for the repair costs.

20 4. At least three weeks before the Fairness Hearing, Toyota shall provide an
21 accounting to Class Counsel setting forth the name, address, telephone number and email
22 address of each Class Member who submitted a Claim for reimbursement, and for each
23 Claimant, the total amount claimed and the total amount Toyota agrees to reimburse to the
24 Claimant.

25 **E. Costs of Administration and Notice**

26 Toyota shall be responsible for all costs of class notice and settlement
27 administration. In no event shall Class Counsel be responsible for any costs associated
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1 with class notice or settlement administration. The Parties retain the right to audit and
2 review the Claims handling by the Claims Administrator.

3 **III. CLAIMS ADMINISTRATION**

4 **A. Post-Evaluation**

5 1. For each full reimbursement payment, Toyota shall mail to the Class
6 Member, at the address on the Claim Form, a reimbursement check for the full amount of
7 the permissible expense paid by (or on behalf of) the Class Member, to be sent within 30
8 days of the Effective Date.

9 2. For any Claim that qualifies for less than a full reimbursement, Toyota shall
10 within 120 days of the Notice Date mail to the Class Member, at the address on the Claim
11 Form, an "Arbitration Request Form" (substantially in the form attached hereto as Exhibit
12 A-3) stating:

- 13 (a) whether a partial reimbursement has been awarded;
- 14 (b) the amount of the proposed partial reimbursement;
- 15 (c) whether rejection of a full reimbursement was based on:
 - 16 (i) lack of Proof of Repair Expense;
 - 17 (ii) the repair or replacement occurring after 5 years /
 - 18 50,000 miles;
 - 19 (iii) error in Claim Form; or
 - 20 (iv) late submission of Claim Form.
- 21 (d) the Class Member's right to Arbitration Review of Toyota's
- 22 decision and the cost of the Arbitration Review; and
- 23 (e) the Class Member's right to attempt to cure the deficiency Toyota
- 24 used as justification for not awarding a full reimbursement,
- 25 except for a deficiency related to a belatedly postmarked Claim
- 26 Form.

27 3. Any Class Member who receives a letter under section (III)(A)(2), notifying
28 them of their right to Arbitration Review, may:

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- (a) Attempt to cure the deficiency stated as justification for not awarding a full reimbursement, by mailing the information and/or documentation identified by Toyota as lacking in the Claim, postmarked within 30 days of receipt of the letter. Within 30 days of receiving a cure attempt under this paragraph, Toyota will either pay the full reimbursement (consistent with the terms of section (III)(A)(1)) of this Agreement or will notify the Class Member by mail that the Claim has been finally denied and advising of the right to Arbitration Review;
- (b) Initiate Arbitration Review of Toyota’s decision by completing and mailing the Arbitration Request Form, postmarked within 30 days of receipt of the letter (or within 30 days of receipt of written denial following a cure attempt under section (III)(A)(3)(a)); or
- (c) Accept the reimbursement offered by Toyota, which acceptance will be presumed if no Arbitration Request Form or cure attempt is received by Toyota within 45 days of receipt of the letter.

4. If a Class Member accepts the reimbursement offer under section (III)(A)(3)(c), Toyota shall mail the Class Member a reimbursement check within 30 days of the Effective Date or within 45 days of mailing the Arbitration Request Form to the Class Member, whichever is later.

B. Arbitration Review

- 1. A Class member that initiates Arbitration Review can:
 - (a) rely solely on the documents submitted with the Claim;
 - (b) submit a written statement in advance of the arbitration; and
 - (c) submit additional evidence, including any documentation that may have been omitted from the Claim.

1 2. In each Arbitration Review, the arbitrator shall review Toyota's decisions
2 with regard to the reimbursement, including the criteria listed in sections (II)(B) and
3 (II)(C), or section (II)(D), as applicable, and any additional information or documentation
4 provided at or before the arbitration proceeding by either side.

5 3. Arbitration Review will be by the Claim Administrator, who will have the
6 authority to adjust the reimbursement amount originally offered. The arbitrator's decision
7 shall be final and not appealable. Within 30 days of notice to Toyota of the arbitrator's
8 decision (or within 30 days of the Effective Date, if later), Toyota shall mail a check in the
9 amount of the reimbursement award to the Class Member at the address listed on the
10 Claim Form.

11 4. Toyota shall bear all costs of Arbitration Review except in the event that a
12 Class Member who was offered a partial reimbursement elects Arbitration Review and is
13 not awarded additional money in the Arbitration Review. In that circumstance only, the
14 costs of the Arbitration Review shall be deducted from the Class Member's partial
15 reimbursement offer. However, if Arbitration Review costs exceed the partial
16 reimbursement offer, Toyota shall bear the excess Arbitration Review costs and the Class
17 Member shall not incur those excess costs.

18 **C. Notice**

19 1. In compliance with the attorney general notification provision of the Class
20 Action Fairness Act, 28 U.S.C. § 1715, Toyota shall provide notice of this proposed
21 Settlement to the Attorney General of the United States, and the attorneys general of each
22 state or territory in which a Class Member resides.

23 2. Toyota will retain a Claim Administrator which shall be responsible for the
24 following Class notice program:

- 25 (a) Within 30 days after entry of the Preliminary Approval Order,
26 Toyota shall cause individual notice, substantially in the form
27 attached hereto as Exhibit A-1, and the Claim Form to be mailed
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1 to all reasonably identifiable current and former owners and
2 lessees of Class Vehicles (hereafter, "Class Vehicle owners").

3 (b) The notice shall contain language, agreeable to Class Counsel and
4 Toyota, designed to notify Class Members of the potential
5 symptoms their HID headlights may exhibit when nearing the end
6 of their useful life, such as flickering or shutting off, and to
7 provide advice for Class Members to detect and respond to the
8 symptoms if and when they appear on their vehicles.

9 (c) For purposes of identifying Class Vehicle owners, the Claim
10 Administrator shall determine the names and most current
11 addresses of Class Vehicle owners and Vehicle identification
12 numbers (VINs).

13 (d) Prior to mailing the notice, the Claim Administrator shall conduct
14 an address search through the United States Postal Service's
15 National Change of Address database to update the address
16 information for Class Vehicle owners. For each individual notice
17 that is returned as undeliverable, Toyota shall conduct an
18 advanced address search using Toyota's customer database
19 information regarding the Class Vehicle owner to attempt to
20 obtain a deliverable address.

21 (e) The Claim Administrator shall diligently report to Class Counsel
22 the number of individual notices originally mailed to Class
23 Vehicle owners; the number of individual notices initially
24 returned as undeliverable; the number of additional individual
25 notices mailed after an advanced address search; and the number
26 of those additional individual notices returned as undeliverable.

27 (f) The Claim Administrator shall implement a Settlement Website
28 containing

- 1 (i) Instructions on how to obtain reimbursements;
2 (ii) Instructions on how to contact the Claim Administrator,
3 Toyota, and Class Counsel for assistance;
4 (iii) A copy of the Claim Form, Notice, and this Settlement
5 Agreement; and
6 (iv) Any other information deemed relevant by Class Counsel and
7 Toyota.

8 3. No later than 10 days before the Fairness Hearing, the Claim Administrator
9 shall provide an affidavit for the Court, with a copy to Class Counsel, attesting that notice
10 was disseminated in a manner consistent with the terms of this Agreement, or those
11 required by the Court.

12 **D. Administrative Obligations**

13 In connection with its administration of the Settlement, Toyota shall maintain a
14 record of all contacts from Class Members regarding the Settlement or a Claim and
15 Toyota's responses thereto. Beginning three weeks from the Notice Date through the date
16 of the Fairness Hearing, Toyota shall provide Class Counsel with weekly reports of the
17 number of such contacts and Toyota's responses.

18 **IV. SETTLEMENT APPROVAL PROCESS.**

19 **A. Preliminary Approval of Settlement**

20 Promptly after the execution of this Agreement, counsel for the parties shall jointly
21 present this Agreement to the Court, along with a motion requesting that the Court issue a
22 Preliminary Approval Order substantially in the form attached as Exhibit A.

23 **B. Final Approval of Settlement**

24 If this Agreement is preliminarily approved by the Court, counsel for the parties
25 shall jointly present a motion requesting that the Court issue a Final Order and Judgment
26 directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in the form
27 attached as Exhibit B.

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1 **C. Plaintiffs’ Application For Attorney Fees and Incentive Awards**

2 The Parties have not discussed nor agreed on any award of attorney fees or
3 reimbursement of costs to Class Counsel. Plaintiffs believe that an award of attorney fees
4 and costs are appropriate given the benefits achieved for the Class, and, if the parties are
5 not able to reach agreement on an award of attorney fees or reimbursement of costs to
6 Class Counsel through negotiation, mediation or some other agreed-upon form of dispute
7 resolution, Plaintiffs will apply to the Court for an order awarding reasonable attorney fees
8 and reimbursement of litigation expenses (the “Fee and Expense Application”), which
9 Toyota may oppose.

10 Plaintiffs further believe that Toyota should pay service awards to the individual
11 named plaintiffs in the Actions, each of whom have served as class representatives in these
12 Actions. Upon finalization of this Settlement Agreement, the parties agreed that Toyota
13 would not oppose Plaintiffs’ request, made as part of the Fee and Expense Application,
14 that Toyota pay service awards of \$1,000 to each of the individuals who have served as
15 class representatives in the Actions.

16 The procedure for and the grant or denial or allowance or disallowance by the Court
17 of the Fee and Expense Application are not part of the Settlement, and are to be considered
18 by the Court separately from the Court’s consideration of the fairness, reasonableness, and
19 adequacy of the Settlement. Any order or proceedings relating to the Fee and Expense
20 Application, or any appeal from any order related thereto or reversal or modification
21 thereof, will not operate to terminate or cancel this Agreement, or affect or delay the
22 Effective Date of this Agreement.

23 **D. Mutual Release**

24 **1. Release by Plaintiffs and Class Members**

25 (a) Upon the Effective Date, the Plaintiffs and each Class Member
26 shall be deemed to have, and by operation of the Final Order and
27 Judgment shall have, released, waived, and discharged any and all
28 legal claims or causes of action of any nature whatsoever,

1 including claims that have been or could have been asserted
2 against Toyota, Toyota Motor Corporation, and their subsidiaries,
3 affiliates, and suppliers, in the Actions or in any other complaint,
4 action, or litigation in any other court or forum regarding the
5 Class Vehicle's Headlight Parts as alleged in the Actions.

6 (b) The Plaintiffs and Class Members expressly waive and relinquish,
7 to the fullest extent permitted by law, the provisions, rights, and
8 benefits of § 1542 of the California Civil Code, which provides:
9 "A general release does not extend to claims which the creditor
10 does not know or suspect to exist in his favor at the time of
11 executing the release, which if known by him must have
12 materially affected his settlement with the debtor."

13 (c) Notwithstanding the foregoing, claims for personal injuries or
14 damage to property (other than to the Class Vehicle) allegedly
15 caused by a defect in the Headlight Parts and any claims of or
16 rights to subrogation are not released.

17 **2. Release by Toyota**

18 Upon the Effective Date, Toyota and Toyota Motor Corporation and their past or
19 present officers, directors, employees, agents, attorneys, predecessors, successors,
20 affiliates, subsidiaries, divisions, and assigns, shall be deemed to have, and by operation of
21 the Final Order and Judgment shall have, released Class Counsel and each current and
22 former proposed class representative from any and all claims or causes of action that were
23 or could have been asserted pertaining solely to the filing and prosecution of the litigation
24 or settlement of these Actions.

25 **V. MISCELLANEOUS PROVISIONS**

26 **A. Effect of Exhibits**

27 The exhibits to this Agreement are an integral part of the settlement and are
28 expressly incorporated and made a part of this Agreement.

1 **B. No Admission**

2 Neither the fact of, nor any provision contained in this Agreement, nor any action
3 taken hereunder, shall constitute, or be construed as, any admission of the validity of any
4 Claim or any fact alleged in the Actions or of any wrongdoing, fault, violation of law, or
5 liability of any kind on the part of Toyota or any admissions by Toyota of any Claim or
6 allegation made in any action or proceeding against Toyota. This Agreement shall not be
7 offered or be admissible in evidence against Toyota, the Plaintiffs, or the Class Members
8 or cited or referred to in any action or proceeding, except in an action or proceeding
9 brought to enforce its terms.

10 **C. Entire Agreement**

11 This Agreement represents the entire agreement and understanding among the
12 parties and supersedes all prior proposals, negotiations, agreements, and understandings
13 relating to the subject matter of this Agreement. The parties acknowledge, stipulate, and
14 agree that no covenant, obligation, condition, representation, warranty, inducement,
15 negotiation, or understanding concerning any part or all of the subject matter of this
16 Agreement has been made or relied on except as expressly set forth in this Agreement. No
17 modification or waiver of any provisions of this Agreement shall in any event be effective
18 unless the same shall be in writing and signed by the person or party against whom
19 enforcement of the Agreement is sought.

20 **D. Arm's-Length Negotiations and Good Faith**

21 The parties have negotiated all of the terms and conditions of this Agreement at
22 arm's length. All terms, conditions, and exhibits in their exact form are material and
23 necessary to this Agreement and have been relied upon by the parties in entering into this
24 Agreement. The parties agree to act in good faith during the claims administration
25 process. This includes an agreement by Toyota to act in good faith in evaluating claims
26 for discretionary reimbursement.

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1 **E. Continuing Jurisdiction**

2 The parties agree the Court may retain continuing and exclusive jurisdiction over
3 them, including all Class Members, for the purpose of the administration and enforcement
4 of this Agreement.

5 **F. Binding Effect of Settlement Agreement**

6 This Agreement shall be binding upon and inure to the benefit of the parties and
7 their representatives, heirs, successors, and assigns.

8 **G. Extensions of Time**

9 The parties may agree upon a reasonable extension of time for deadlines and dates
10 reflected in this Agreement, without further notice (subject to Court approval as to Court
11 dates).

12 **H. Service of Notice**

13 Whenever, under the terms of this Agreement, a person is required to provide
14 service or written notice to Toyota or Class Counsel, such service or notice shall be
15 directed to the individuals and addresses specified below, unless those individuals or their
16 successors give notice to the other parties in writing:

17 As to Plaintiff: Eric H. Gibbs
18 Girard Gibbs LLP
19 601 California Street, Suite 1400
20 San Francisco, CA 94108

21 As to Toyota: Michael L. Mallow
22 Loeb & Loeb LLP
23 10100 Santa Monica Boulevard, Suite 2200
24 Los Angeles, CA 90067-4120

23 **I. Authority to Execute Settlement Agreement**

24 Each counsel or other person executing this Agreement or any of its exhibits on
25 behalf of any party hereto warrants that such person has the authority to do so.

26 **J. Right to Rescind**

27 Pursuant to an agreement to be filed with the Court under seal, if the number of
28 Class Members who properly and timely exercise their right to opt out of the settlement

1 exceeds the number agreed to by the parties, Toyota shall have the right to terminate this
2 Settlement Agreement without penalty or sanction.

3 IN WITNESS HEREOF, the parties have caused this Agreement to be executed, by
4 their duly authorized attorneys, as of the date(s) indicated on the lines below.

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ON BEHALF OF PLAINTIFFS:

Dated: January 3, 2011


Eric H. Gibbs
GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108

Dated: January __, 2011

Melissa M. Harnett
WASSERMAN, COMDEN
CASSELMAN, & ESENSTEN, LLP
5567 Reseda Boulevard, Suite 330
Tarzana, California 91357-7033

Dated: January __, 2011

Mike Arias
ARIAS, OZZELLO & GIGNAC LLP
6701 Center Drive West, Suite 1400
Los Angeles, California 90045

Dated: January __, 2011

Mark P. Estrella
INITIATIVE LEGAL GROUP, APC
1800 Century Park East, 2nd Floor
Los Angeles, California 90067

Dated: December __, 2010

Andrew N. Friedman
COHEN MILSTEIN SELLERS & TOLL
1100 New York Avenue NW, Suite 500
Washington, DC 20005

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2 Settlement Agreement without penalty or sanction.

3 IN WITNESS HEREOF, the parties have caused this Agreement to be executed, by
4 their duly authorized attorneys, as of the date(s) indicated on the lines below.

5
6 ON BEHALF OF PLAINTIFFS:

7
8 Dated: January __, 2011

9 _____
Eric H. Gibbs
GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108

10
11
12 Dated: January 3, 2011

13 _____
Melissa M. Harnett
WASSERMAN, COMDEN
CASSELMAN, & ESENSTEN, LLP
5567 Reseda Boulevard, Suite 330
Tarzana, California 91357-7033

14
15
16
17 Dated: January __, 2011

18 _____
Mike Arias
ARIAS, OZZELLO & GIGNAC LLP
6701 Center Drive West, Suite 1400
Los Angeles, California 90045

19
20
21 Dated: January __, 2011

22 _____
Mark P. Estrella
INITIATIVE LEGAL GROUP, APC
1800 Century Park East, 2nd Floor
Los Angeles, California 90067

23
24
25 Dated: December __, 2010

26 _____
Andrew N. Friedman
COHEN MILSTEIN SELLERS & TOLL
1100 New York Avenue NW, Suite 500
Washington, DC 20005

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4 their duly authorized attorneys, as of the date(s) indicated on the lines below.

5
6 ON BEHALF OF PLAINTIFFS:

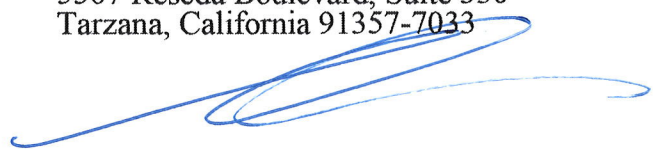
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8 Dated: January __, 2011

Eric H. Gibbs
GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108

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12 Dated: January __, 2011

Melissa M. Harnett
WASSERMAN, COMDEN
CASSELMAN, & ESENSTEN, LLP
5567 Reseda Boulevard, Suite 330
Tarzana, California 91357-7033

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17 Dated: January 5, 2011


Mike Arias
ARIAS, OZZELLO & GIGNAC LLP
6701 Center Drive West, Suite 1400
Los Angeles, California 90045

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21 Dated: January __, 2011

Mark P. Estrella
INITIATIVE LEGAL GROUP, APC
1800 Century Park East, 2nd Floor
Los Angeles, California 90067

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25 Dated: December __, 2010

Andrew N. Friedman
COHEN MILSTEIN SELLERS & TOLL
1100 New York Avenue NW, Suite 500
Washington, DC 20005

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1 exceeds the number agreed to by the parties, Toyota shall have the right to terminate this
2 Settlement Agreement without penalty or sanction.

3 IN WITNESS HEREOF, the parties have caused this Agreement to be executed, by
4 their duly authorized attorneys, as of the date(s) indicated on the lines below.

5

6 ON BEHALF OF PLAINTIFFS:

7

8 Dated: January __, 2011

9

Eric H. Gibbs
GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108

10

11

12

13 Dated: January __, 2011

14

15

16

Melissa M. Harnett
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Tarzana, California 91357-7033

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18

19 Dated: January __, 2011

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21

Mike Arias
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6701 Center Drive West, Suite 1400
Los Angeles, California 90045

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24 Dated: January 3, 2011



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26

Mark P. Estrella
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1800 Century Park East, 2nd Floor
Los Angeles, California 90067

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Dated: December __, 2010

Andrew N. Friedman
COHEN MILSTEIN SELLERS & TOLL
1100 New York Avenue NW, Suite 500
Washington, DC 20005

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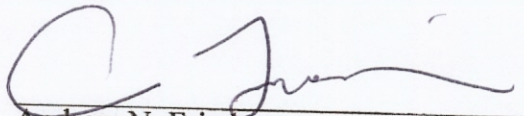
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6701 Center Drive West, Suite 1400
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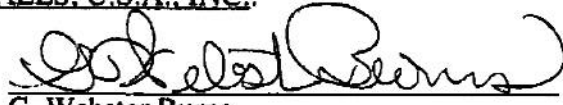
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Andrew N. Friedman
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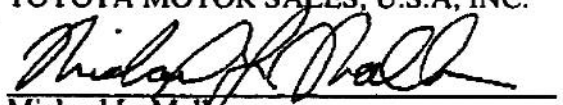
ON BEHALF OF TOYOTA MOTOR SALES, U.S.A., INC.:

Dated: December __, 2010



G. Webster Burns
Vice President and Assistant General Counsel
TOYOTA MOTOR SALES, U.S.A., INC.

Dated: December __, 2010



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