IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

MARC ISENBERG, JASON DELLISANTI, CARMEL MCCOLGAN, PATRICK STACK, PETER SCHUMAN, KEVIN LIM, STEVEN KOSOFF, HENDRICK MOY, ELNUR ALIYEV, BARBARA JOHNSON, TERRY STINSON, PATRICK KEELEY, BOB LOFTUS, NICHOLE FICK, MARK CHATWIN, GIOI NGUYEN, MITHUN TALREJA and RAJIB DAS on behalf of themselves and the Putative Class, Plaintiffs, v. TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC. and TOYOTA MOTOR CORPORATION, Defendants.	Case No. 2:22-cv-05673-JXN-MAH **PRELIMINARY APPROVAL ORDER**

This matter having been opened to the Court on the unopposed motion for Preliminary Approval of a proposed Class Action Settlement by Plaintiffs Marc Isenberg, Carmel McColgan, Peter Schuman, Kevin Lim, Hendrick Moy, Elnur Aliyev, Barbara Johnson, Nichole Fick, Mitchun Talreja, Rajib Das, Edward Feltham, John Daniels, Carol Brown, and Susan Spiegel acting through their counsel, Nagel Rice, LLP ("Class Counsel"). Plaintiffs, acting through Class Counsel, and Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., and Toyota Motor Corporation (collectively "Toyota" or "Defendants") have entered into a Settlement Agreement (the "Settlement" or "Settlement Agreement"), to settle the above-captioned lawsuit ("Action"). The Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal with prejudice of the Action. All capitalized terms and phrases used in this Preliminary

Approval Order that are otherwise not defined shall have the same meaning as in the Settlement Agreement.

The Court finds that it has jurisdiction over this action and each of the parties under 28 U.S.C. § 1332, as amended by the Class Action Fairness Act, and that venue is proper in this district.

The Court has carefully considered the Motion for Preliminary Approval and supporting Memorandum of Law, the Settlement Agreement (including all exhibits), and the record in this case, and for the reasons set forth on the record on August 18, 2026, finding good cause shown ~~finds~~ that the Settlement Agreement is sufficiently fair, reasonable, and adequate to allow dissemination of notice of the ~~proposed class settlement to Class Members~~ and to hold a Final Approval Hearing. For the reasons set forth on the record at the August 19th hearing, The Court further finds that the Settlement Agreement was entered into at arm's length by experienced counsel after extensive discovery and after negotiations over an extended period of time. Accordingly, the Court directs that notice be sent to Class Members in accordance with the Settlement Agreement and this Order and further schedules a Final Approval Hearing to make a final determination as to whether the settlement is fair, reasonable, and adequate.

THEREFORE, IT IS on this 19th **day of** August **, 2026**

HEREBY ORDERED as follows that:

1. **Settlement Class**. The Court conditionally certifies a settlement class (hereinafter, the "Class" or "Settlement Class") as follows:

> All persons, entities or organizations who own or owned, purchase(d) or lease(d) the 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.
>
> The Subject Vehicles are:
>
> - 2019-2024MY RAV4 HV AWD
> - 2021-2024MY RAV4 Prime HV

- 2020-2024MY Highlander HV AWD
- 2021-2024MY Sienna HV AWD
- 2021-2024MY Venza HV
- 2022-2024MY Lexus NX 350h
- 2022-2024MY Lexus NX 450h+
- 2023-2024MY Crown
- 2023-2024MY Lexus RX350h
- 2024MY Lexus RX450h+

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 authorized Toyota Dealers and their 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 this Settlement Agreement.

2. **Conditional Certification**. The Court finds, for purposes of preliminary approval and for settlement purposes only, that (a) Pursuant to Fed. R. Civ. P. 23(a)(1) that Class Members are so numerous as to make joinder of all members impracticable; (b) Pursuant to Fed. R. Civ. P. 23(a)(2) there are questions of law or fact common to members of the proposed Class; (c) Pursuant to Fed. R. Civ. P. 23 (a)(3) the claims of the Plaintiffs are typical of the claims of the Class Members he seeks to represent; (d) Pursuant to Fed. R. Civ. P. 23(a)(4), Plaintiffs and Class Counsel will fairly and adequately protect the interests of all members of the Class they seek to represent and the interests of Plaintiffs are not antagonistic to those of the Class; (e) Pursuant to Fed. R. Civ. P. 23(b)(3) questions of law or fact common to the proposed settlement Class Members predominate over any questions affecting only individual members; and (f) Pursuant to Fed. R. Civ. P. 23(b)(3), a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court finds on a preliminary basis that the Settlement Agreement is fair, reasonable, and adequate, warranting a Final Approval Hearing and issuance of notice to the Class in the manner and forms set forth in the Settlement Agreement.

4. **Class Representatives and Class Counsel**. The Court preliminarily appoints Plaintiffs as representatives for the Class. The Court preliminarily finds that Class Counsel fairly and adequately represent the interests of Plaintiffs and the Class and hereby appoints Nagel Rice LLP as Class Counsel to represent the Class pursuant to Fed. R. Civ. P. 23(g).

5. **Settlement Administrator**. The Court appoints Epiq Settlement Administration as Settlement Administrator to implement, perform, and oversee notice of the Settlement Agreement to Class Members; to process payments to the Class Members; and to otherwise carry out the settlement administration responsibilities under the Settlement Agreement, including but not limited to:

a. Formatting the various forms of notice;

c. Mailing or arranging for the mailing of the Notices;

d. Establishing and maintaining a toll-free number and settlement website;

e. Establishing a post-office box or designated mailing address for the receipt of any correspondence;

f. Publishing, with input and approval of Defendants and Class Counsel, the Notice on the settlement website;

g. Handling returned mail not delivered and making any additional mailings required under the terms of the Settlement Agreement;

h. Responding, as necessary, to inquiries from Class Members, potential Class Members, and Claimants telephonically, via the Internet, and US mail;

i. Maintaining accurate records and information on those Class Members who are reimbursed under the terms of this Settlement Agreement and/or dispute their settlement payment amounts;

j. Updating addresses of Class Members;

k. Preparing any affidavits required by the Court, Class Counsel, or Defense Counsel, including an affidavit to be submitted to the Court before the Final Approval Hearing that identifies the number of persons who timely submitted Requests for Exclusion from the settlement (the Opt-Out List) and details the Class notice program that the Settlement Administrator implemented under this Settlement Agreement;

l. Promptly responding to Class Counsel's or Defense Counsel's reasonable requests for information and providing them information and documents, and communicating with Class Counsel and Defense Counsel regarding the same;

m. Making and accounting for payments to Class Members under the reimbursement program;

n. Collecting and organizing Class Member-related data provided under this Settlement Agreement by one or more of the Defendants;

o. As necessary, preparing and filing tax returns and related forms; and

p. Completing any other task reasonably necessary and proper to effectuate the payment of Class Members and administering the Settlement Agreement.

6. The Court finds that the collection of vehicle owner information for use in this proceeding, for the predominant purpose of retrieving those records to provide notice to Class Members of this litigation, is permissible under the litigation exception to the Drivers Privacy Protection Act, 18 U.S.C. 2721(b)(4) (use in connection with any federal judicial proceeding, and pursuant to an Order of the Court). The Court hereby authorizes Mobility Global to obtain vehicle owner information from the relevant states' departments of motor vehicles, to be provided to the Settlement Administrator, for the purpose of issuance of notice and administration of the settlement of this matter.

7. **Notice Plan.** The Court finds that the form, content, and methods of dissemination of the proposed Long-Form Notice and Short-Form Notice to be provided to Class Members: (a) is the best practicable notice; (b) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons

entitled to receive notice; and (d) meets all applicable requirements of Fed. R. Civ. Proc. 23, and due process. The Court therefore approves the Long-Form Notice and Short-Form Notice as well as the establishment of a settlement website and toll-free number, satisfies due process, and orders that they be disseminated in the manner called for in the Settlement Agreement. The Parties and Settlement Administrator are directed to forthwith implement the notice program as set forth in the Settlement Agreement.

7. **Requests for Exclusion**. A Request for Exclusion (or "opt-out") must (a) be submitted and signed by the individual Class Member; (b) be postmarked and submitted to the Settlement Administrator by **November 2, 2026**; (c) contain the Class Members name and address; (d) express that he or she does not want to be a Class Member; and (e) otherwise comply with the instructions set forth in the Notice. So-called "mass" or "class" opt-outs shall not be allowed.

8. Requests for Exclusion must be exercised individually, not as or on behalf of a group, class, or subclass, except that an authorized legal representative of an individual acting on behalf of the individual may submit a Request for Exclusion. Any individual who timely requests exclusion from the Class and in accordance with the Settlement Agreement shall not be bound by any orders or judgments entered in this Action and shall not be entitled to receive any benefits provided by the Settlement in the event it is finally approved by the Court.

9. Any Class Member who does not submit a timely, written Request for Exclusion from the Settlement will be bound by all proceedings, orders, and judgments in the Action, even if the Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Class released claims, and even if such Class Member never received actual notice of the Action or this proposed Settlement. Any individual who files a Request for Exclusion will have no right or opportunity to object to the Settlement.

10. **Objections**. Any Class Member wishing to object to or to oppose the approval of this Settlement Agreement or the Fee and Cost Application shall file a written objection with a statement of reasons with the Court and serve it on the Settlement Administrator and all Parties no later than **November 2, 2026**. The written objection must (a) state the name and address of the objector and objector's counsel, if any; (b) attach documents sufficient to establish the objector's membership in the Class; (c) submit the factual and legal basis of each objection; (d) provide the names, addresses, and expected testimony of any and all witnesses in support of the objection; (e) the identification of any other objections the Settlement Class Member has filed, or has had filed on his/her behalf, in any other class action cases in the last five years, attaching copies of any rulings on those objectors, or if none, then a statement that no such previous objects were filed; (f) the objector's actual wet signature, and (g) state whether the objector intends to appear at the Final Approval Hearing in person or through counsel; and (h) any other requirements set forth in the Settlement Agreement.

12. Class Counsel will file with the Court their reply brief in support of final settlement approval, and in response to any objections by **December 21, 2026**. Defendants may also file a brief in support of the final settlement approval, and in response to any objections, if they wish.

13. Any objector who does not properly and timely object, will not be permitted to appear at the Final Approval Hearing and shall be deemed to have waived such objections and shall forever be foreclosed from objecting to the fairness, reasonableness, or adequacy of the proposed settlement and any judgment approving the settlement.

14. No Class Member represented by an attorney shall be deemed to have objected to the Settlement Agreement unless an objection signed by that Class Member also is filed with the Court and served upon Class Counsel and counsel for all the Defendants as required herein.

15. **No Admission**. Neither the acceptance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission by Defendants with respect to the merits of the claims alleged in the Action; the validity of any claims that could have been asserted by any of the Class Members in the Action, including but not limited to the Class released claims; or the liability of Defendants in the Action. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. Neither the acceptance by the Class Representatives of the terms of the Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission by the Class Representatives with respect to the merits of the claims or defenses in the Action.

17. All proceedings in the Action are stayed until further order of the Court except as may be necessary to implement the Settlement; to comply with this Preliminary Approval Order; or to comply with the terms of the Settlement Agreement. Further, all Class Members, and anyone who acts or purports to act on their behalf, are hereby enjoined until further order of the Court from instituting, continuing, commencing or prosecuting any action against any of the Defendants which asserts claims that are to be settled in this Settlement Agreement.

18. **Final Approval.** A Final Approval Hearing is hereby scheduled before this Court on at January 13, 2027 @ 11:00 A.M. ~~a.m./p.m.~~ to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a judgment should be entered approving the Settlement, and whether Settlement Class Counsel's application for attorneys' fees and for incentive awards to the Settlement Class Representatives should be approved. The Court may continue or adjourn the Final Approval Hearing from time to time, by oral announcement at the hearing or at any adjournment thereof, without further notice to Class Members. This hearing will

be held at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102.

20. The Parties' submissions in support of final approval of the settlement and application for award of attorneys' fees and costs and for an award of Class Representatives service fees on or before shall be filed **by October 2, 2026**. A copy of the application(s) shall be posted on the settlement website.

21. The Court preliminarily approves the following schedule for purposes of the administration of notice to the Class of the proposed settlement and final approval:

a. CAFA Notice to State and Federal Agencies – **July 21, 2026**

b. Preliminary Approval Hearing – **August 18, 2026 at 1:00 p.m.**

c. Notice Disseminates to Class – **September 17, 2026**

e. Plaintiffs' Motion for Attorneys' Fees – **October 2, 2026**
Defendants' Opposition (if any) - **October 23, 2026**
Plaintiffs' Reply (if any) – **November 6, 2026**

f. Deadline for Opt-Outs and Objections – **November 2, 2026**

g. List of Opt-Outs to be Provided to Court and Counsel – **November 23, 2026**

h. Deadline to Motion for Final Approval – **December 21, 2026**

h. Final Approval Hearing – January 13, 2027 AT 11:00 A.M.

21. The Court may, for good cause, extend, but not reduce in time, any of the deadlines set forth in this Preliminary Approval Order without further notice to Class Members.

BY THE COURT

Hon. Michael A. Hammer
United States Magistrate Judge