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

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

RECITALS……..……..1

I. RELEVANT PROCEDURAL HISTORY …….……..3

A. *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al., Case No. 2:22-cv-05673-JXN-MAH (D.N.J.)*…….3

II. DEFINITIONS .. ……9

III. SETTLEMENT RELIEF ……..……... 17

A. Customer Support Programs 22TE09/23LE05……..18
B. Limited Service Campaign (LSC) And Further Expanded Customer Support Program (CSP+)……19
C. Reimbursement for Unreimbursed Repairs Performed Prior to Notice Date……22
D. Claims Administration……...23
1. Administration……..23
2. Second Review……24

IV. NOTICE TO THE CLASS……25

A. Short-Form Notice……25
B. Settlement Website……26
C. Long Form Notice……26
D. Toll-Free Telephone Number……29
E. Class Action Fairness Act Notice……..29
F. Duties of the Settlement Notice Administrator……30
G. Self-Identification……31

V. REQUESTS FOR EXCLUSION OR TO OPT-OUT……..……..32

VI. OBJECTIONS TO SETTLEMENT……...33

VII. RELEASE AND WAIVER……37

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE AWARDS……40

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS……..…..…43

X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT……44

XI. GENERAL MATTERS AND RESERVATIONS……...48

EXHIBITS

Exhibit A – List of Confirmatory Discovery

Exhibit B – List of Subject Vehicles

Exhibit C - Final Judgment

Exhibit D – Final Order

Exhibit E – Preliminary Approval Order

Exhibit F – Claim Form

Exhibit G – Short Form Mail Notice

Exhibit H – Long Form Notice

Exhibit I – Claim Decision and Selection Form

Exhibit J - Undertaking

ISENBERG ET AL. V. TOYOTA MOTOR SALES, U.S.A., INC. ET AL.

SETTLEMENT AGREEMENT

Plaintiffs[1] Marc Isenberg, Carmel McColgan, Peter Schuman, Kevin Lim, Hendrick Moy, Elnur Aliyev, Barbara Johnson, Nichole Fick, Mithun Talreja, Rajib Das, Edward Feltham, John Daniels, Carol Brown, and Susan Spiegel (collectively, "Plaintiffs" or proposed "Class Representatives"), individually and as representatives of the Class (defined below), and Defendants Toyota Motor Sales, U.S.A., Inc. ("TMS"), Toyota Motor North America, Inc. ("TMNA"), and Toyota Motor Corporation ("TMC") (collectively, "Toyota" or "Defendants") (Toyota or Defendants and the Plaintiffs, collectively, are the "Parties"), by and through their counsel, enter into this Settlement Agreement ("Settlement Agreement" or "Agreement"), providing for settlement ("Settlement") of all claims that were asserted or that could have been asserted in the Consolidated Actions described below (hereafter, the "Action" defined below), pursuant to the terms and conditions set forth below, and subject to the approval of the Court.

RECITALS

WHEREAS, Plaintiffs' Consolidated Amended Class Action Complaint in the above-referenced action alleges certain 2019-2022 model year Toyota RAV4 Hybrid AWD and RAV4 Prime AWD vehicles, 2020-2022 model year Toyota Highlander Hybrid AWD vehicles, 2021-2022 Toyota Venza Hybrid AWD vehicles, model year 2021-2022 Lexus NX350h AWD vehicles, model year 2022 Lexus NX450h+ AWD Plug-in Hybrid vehicles, and model year 2021-2023 fourth generation Siennas are equipped with hybrid system power cables to the vehicles' rear

[1] As set forth further below, several of the original named plaintiffs in this Action (defined below) have been dismissed. The remaining named Plaintiffs are those identified here, along with those added in Plaintiffs' Second Amended Class Action Complaint, filed in furtherance of resolution of this matter.

motor generators affixed with connectors ("MGR Connectors") that Plaintiffs allege are defective because under certain conditions they may corrode and/or otherwise fail prematurely;

WHEREAS, Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Settlement Agreement and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Class Representatives and the Class;

WHEREAS, Toyota, for the purpose of avoiding burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of putting to rest all controversies with Class Representatives, the Class, the Action, and claims that were or could have been alleged, except as otherwise set forth herein, and without any admission of liability, violation of law, or wrongdoing, agrees to enter into this Settlement Agreement;

WHEREAS, as a result of extensive arm's length negotiations, Class Representatives, Class Counsel, and Toyota have entered into this Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of the Class Representatives, and on behalf of the putative Class, and that Class Counsel have consulted with and confirmed that all Class Representatives fully support and have no objection to this Settlement Agreement; and

WHEREAS, it is agreed and understood that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of

any liability or wrongdoing whatsoever, by Toyota or any of the Released Parties (defined below), or of the truth or validity of any of the claims that Class Representatives have asserted;

NOW, THEREFORE, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Toyota of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to both the preliminary and final approval by the Court, Class Counsel, Class Representatives, and Toyota agree as follows:

I. RELEVANT PROCEDURAL HISTORY

A. *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al., Case No. 2:22-cv-05673-JXN-MAH (D.N. J.)*

1. On September 22, 2022, plaintiffs Marc Isenberg, Jason Dellisanti, Carmel McColgan, Patrick Stack, Peter Schuman, Kevin Lim, Steven Kosoff, Hendrick Moy, Elnur Aliyev, Barbara Johnson, Terry Stinson, Patrick Keeley, and Bob Loftus (the "Original *Isenberg* Plaintiffs") filed a putative class action complaint against TMS, TMNA, and TMC in the United States District Court for the District of New Jersey. *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:22-cv-05673-JXN-MAH (D. N. J.) ("Original Complaint"). The assigned judges are U.S. District Judge Julien Xavier Neals and U.S. Magistrate Judge Michael A. Hammer. The Original *Isenberg* Plaintiffs asserted claims under New Jersey, New York, Pennsylvania, Maryland, Tennessee, and Idaho's consumer protection statutes, a claim for common law fraud, express and implied warranty claims, a claim under the Magnuson-Moss Warranty Act on behalf of a proposed nationwide class, and an unjust enrichment claim arising from the manufacture and sale of 2019-2022 model year Toyota RAV4 Hybrid AWD and RAV4 Prime AWD vehicles, 2020-2022 model year Toyota Highlander Hybrid AWD vehicles, 2020-2021 Toyota Venza Hybrid

AWD vehicles, model year 2021-2022 Lexus NX350h AWD vehicles, and model year 2022 Lexus NX450h+ AWD Plug-in Hybrid equipped with hybrid system power cables to the vehicles' rear motor generators affixed with connectors ("MGR Connectors"), that the Original *Isenberg* Plaintiffs alleged were defective because under certain conditions they may corrode and fail prematurely.

2. On December 22, 2022, Toyota filed its motion to dismiss the Original Complaint.

3. On February 7, 2023, Plaintiffs filed their Opposition to Toyota's motion to dismiss Plaintiffs' Complaint.

4. On February 21, 2023, Toyota filed its Reply in further support of its motion to dismiss Plaintiffs' Complaint.

5. On June 22, 2023, plaintiffs Mark Chatwin and Gioi Nguyen filed a class action complaint against TMS, TMNA, and TMC in the United States District Court for the District of New Jersey. *Chatwin, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:23-cv-03398 (D. N. J.) ("*Chatwin*").

6. On July 3, 2023, before serving Toyota, plaintiffs Mark Chatwin, Gioi Nguyen, Mithun Talreja, and Rajib Das (the "*Chatwin* Plaintiffs") filed a First Amended Complaint ("FAC") against TMS, TMNA, and TMC. The *Chatwin* Plaintiffs asserted class claims under New Jersey, New York, and Texas's consumer protection statutes, common law fraud, express and implied warranty claims, a claim under the Magnuson-Moss Warranty Act on behalf of a proposed nationwide class, and a claim for unjust enrichment arising from the manufacture and sale of 2021-2023 model year Toyota fourth generation Sienna vehicles equipped with hybrid system power cables to the vehicles' rear motor generators affixed with MGR Connectors that the *Chatwin*

Plaintiffs allege were defective because under certain conditions they may corrode and fail prematurely.

7. On September 4, 2023, Toyota's counsel filed a letter to U.S. District Judge Julien Xavier Neals pursuant to Individual Rule IV(A) requesting a pre-motion conference in connection with Toyota's then-anticipated motion to dismiss Plaintiffs' FAC. On September 7, 2023, counsel for the *Chatwin* Plaintiffs filed a letter to U.S. District Judge Julien Xavier Neals (1) responding to Toyota's letter requesting a pre-motion conference and (2) requesting Judge Neals consider consolidating the *Chatwin* matter with the above-captioned *Isenberg* case as part of the conference. The letter noted that while *Chatwin* was not the first-filed action, the Court could order consolidation *sua sponte*.

8. On October 3, 2023, the Court approved a stipulation and consent order (1) consolidating *Isenberg* with *Chatwin,* and (2) outlining a new briefing schedule for application post-consolidation. This stipulation and consent order was filed in both the *Chatwin* matter [Dkt. 18-1] and the *Isenberg* matter [Dkt. 35].

9. In anticipation of Plaintiffs' forthcoming CAC, on October 4, 2023, the Court administratively terminated Toyota's motion to dismiss Plaintiffs' Original Complaint filed December 22, 2022, directing Toyota to file a motion to dismiss Plaintiffs' forthcoming CAC.

10. On October 23, 2023, the Court set a scheduling conference for January 29, 2024, and directed the Parties to electronically file a joint discovery plan by January 25, 2024.

11. On November 2, 2023, 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 (the original "*Isenberg* Plaintiffs") filed their then-operative CAC. Plaintiffs

asserted claims under New Jersey, New York, Pennsylvania, Maryland, Tennessee, Idaho, and Texas's consumer protection statutes, a claim for common law fraud, express and implied warranty claims, a claim under the Magnuson-Moss Warranty Act on behalf of a proposed nationwide class, and an unjust enrichment claim arising from the manufacture and sale of 2019-2022 model year Toyota RAV4 Hybrid AWD and RAV4 Prime AWD vehicles, 2020-2022 model year Toyota Highlander Hybrid AWD vehicles, 2021-2022 Toyota Venza Hybrid AWD vehicles, model year 2021-2022 Lexus NX350h AWD vehicles, model year 2022 Lexus NX450h+ AWD Plug-in Hybrid vehicles, and model year 2021-2023 fourth generation Siennas equipped with hybrid system power cables to the vehicles' rear motor generators affixed with MGR Connectors that the *Isenberg* Plaintiffs allege were defective because under certain conditions they may corrode and fail prematurely.

12. On December 4, 2023, Toyota filed its motion to dismiss Plaintiffs' CAC.

13. On December 6, 2023, the Court set the motion for hearing on February 5, 2024.

14. On January 3, 2024, Plaintiffs filed their Opposition to Toyota's motion to dismiss.

15. On January 18, 2024, Toyota filed its Reply in further support of its motion to dismiss Plaintiffs' CAC.

16. On January 25, 2024, the Parties filed a proposed joint discovery plan.

17. On January 31, 2024, the Parties participated in a scheduling conference before U.S. Magistrate Judge Michael A. Hammer, after which the Court ordered the Parties to submit a jointly proposed scheduling order consistent with the Court's rulings made on the record by or before February 29, 2024.

18. On February 29, 2024, the Parties filed an amended joint proposed discovery plan.

19. On March 15, 2024, the Parties jointly submitted a revised proposed pre-trial scheduling order.

20. On March 18, 2024, the Court ordered that (1) initial disclosures pursuant to FRCP 26 were to be exchanged by April 5, 2024; (2) fact discovery was to be completed by March 14, 2025; (3) the Parties were to agree on a Discovery Confidentiality Order and a Fed. R. Evid. 502(d) Order by April 5, 2024, and to commence the exchange of written discovery by April 12, 2024; (4) fact depositions were to be completed by March 14, 2025; (5) affirmative expert reports were to be delivered by May 15, 2025; (6) responding expert reports were to be delivered by July 15, 2025; (7) rebuttal/supplemental expert reports were to be delivered by August 15, 2025; (8) expert discovery was to be completed by October 17, 2025; and (9) a status conference was scheduled for July 9, 2024.

21. On May 9, 2024, the Parties submitted a proposed Stipulated Confidentiality Order. On May 16, 2024, the Court signed the Stipulated Confidentiality Order.

22. On June 6, 2024, the Parties filed a proposed stipulation and consent order regarding the production of electronically stored information and paper documents ("ESI Protocol"). On June 6, 2024, the Court signed and approved the ESI Protocol.

23. On July 9, 2024, the Parties appeared for a status conference before U.S. Magistrate Judge Michael A. Hammer. The Court issued an Amended Scheduling Order and set the next status conference for November 12, 2024.

24. On July 10, 2024, the Court ordered Oral Argument on Toyota's motion to dismiss Plaintiffs' CAC for August 8, 2024, in Newark before U.S. District Judge Julien Xavier Neals.

25. On August 7, 2024, the Court adjourned the Oral Argument it previously set for the next day with no new date.

26. On November 8, 2024, Plaintiffs filed Notices of Voluntary Dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) on behalf of Mark Chatwin, Terry Stinson, Steven Kosoff, Patrick Stack, Patrick Keeley, Jason Dellisanti, Gioi Nguyen, and Bob Loftus, as well as a letter affirmatively informing the Court that as a result of the dismissals, there was no longer any Class Representative appearing in the action on behalf of Texas or Idaho's proposed class members.

27. On November 12, 2024, the Parties attended a status conference before U.S. Magistrate Judge Michael A. Hammer, after which the Court issued an order (1) extending the deadline to raise disputes concerning written discovery to March 31, 2025, and (2) scheduling the next status conference for March 14, 2025, by which time the Parties were to be prepared to discuss amended fact and expert discovery deadlines.

28. On November 13, 2024, the Court converted the status conference set for March 14, 2025, into a settlement conference. The Court further ordered each side to submit a confidential settlement memorandum on or before March 7, 2025.

29. On November 14, 2024, the Court signed Plaintiffs' Notices of Voluntary Dismissal as to Patrick Stack, Terry Stinson, Steven Kosoff, Patrick Keeley, Jason Dellisanti, Bob Loftus, Gioi Nguyen, and Mark Chatwin.

30. On November 21, 2024, the Court, by text order, administratively terminated Toyota's motion to dismiss Plaintiffs' CAC in order to preserve judicial resources in light of the settlement conference then scheduled for March 14, 2025. The Court specified that Toyota could renew its motion pending the outcome of the settlement conference.

31. On March 7, 2025, the Parties informed the Court that, having conferred in good faith, they were close to a settlement in principle on a classwide basis, and jointly requested a

continuance of the settlement conference to March 28, 2025. On March 10, 2025, the Court granted the Parties' request, adjourning the settlement conference and further ordering that by March 21, 2025, the Parties were to submit either a confidential settlement memorandum or a joint status report regarding whether the settlement conference should go forward. The Parties subsequently requested, and the Court approved, additional continuances of the settlement conference as they further finalized their negotiations of a classwide settlement.

32. To date, considerable written and document discovery has been exchanged by the Parties in anticipation of a classwide settlement. The parties continue to engage in confirmatory discovery in furtherance of this settlement as set forth at **Exhibit A**. To the extent any factual issues arise in connection with Preliminary or Final Approval that require additional information, Toyota agrees to provide confirmatory discovery related to same, subject to Court Order.

II. DEFINITIONS

A. As used in this Settlement Agreement and the attached exhibits (which are incorporated herein in their entirety by reference), the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means the above-captioned consolidated litigation, *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:22-cv-05673-JXN-MAH currently pending in the United States District Court for the District of New Jersey.

2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, as well as any and all subsequent amendments, addenda, and any exhibits to such amendments or addenda.

3. "Attorneys' Fees, Costs, and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys representing plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement Agreement for their fees and expenses

in connection with the Action and the Settlement Agreement, as described in this Settlement Agreement.

4. "Claim" or "Claim for Reimbursement" shall mean the timely submission of the required claim on the Settlement Website including proof by which a Settlement Class Member seeks to claim the reimbursement available under this Settlement Agreement.

5. "Claim Form" or "Online Claim" means the form that the Settlement Class Members will complete on the Settlement Website for a Claim for Reimbursement, in substantially the form annexed hereto as **Exhibit F**, the directions for which are provided in the Class Notice.

6. "Class" means, for settlement purposes only, all persons, entities or organizations who, at any time as of the entry of the Preliminary Approval Order, 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. 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.

7. "Class Counsel" means NAGEL RICE, LLP.

8. "Class Member" means a member of the Class as defined in paragraph 4 above and in the Consolidated Amended Class Action Complaint.

9. "Class Notice" means the notice program described in Section IV.

10. "Class Representatives" means Marc Isenberg, Carmel McColgan, Peter Schuman, Kevin Lim, Hendrick Moy, Elnur Aliyev, Barbara Johnson, Nichole Fick, Mithun Talreja, Rajib Das, Edward Feltham, John Daniels, Carol Brown, and Susan Spiegel

11. "Court" means the United States District Court for the District of New Jersey. For purposes of classwide settlement, the Parties consent to Magistrate Judge Michael Hammer conducting classwide settlement proceedings and providing settlement approval, including preliminary and final approval.

12. The "Condition" refers to the following: The Subject Vehicles are equipped with a rear motor unit and an HV Floor Under Wire that provide high voltage to operate the motor. Mud, water, or road salt could potentially enter the HV Floor Underwire connector housing and could cause corrosion over time. Such corrosion could cause AM Radio Static during certain driving cycles, or the vehicle may not start. The hybrid system could ultimately become inoperable, potentially requiring replacement of the entire cable.

13. "Customer Support Program 22TE09" or "CSP 22TE09" means the customer support program CSP 22TE09 as further described in Section III below to address the Condition.

14. "Customer Support Program 23LE05" or "CSP LE05" means the customer support program CSP LE05 as further described in Section III below to address the Condition.

15. "Expanded Customer Support Program" or "CSP+" means the most recent customer support program (2025) as further described in Section III below.

a. Any future issued or revised CSP, LSC, or TSB in connection with the MGR connector or hybrid system cable in the Class Vehicles shall not diminish the relief provided to Class Members under the Settlement.

16. "Fairness Hearing" means the hearing for the purposes of the Court determining whether to approve this Settlement Agreement as fair, reasonable, and adequate, certify the Class for settlement purposes, award Attorneys' Fees and Expenses, including settlement class representative Service Awards, enter the Final Judgment and Order, and make such other rulings as are contemplated by this Settlement Agreement.

17. "Final Effective Date" means the latest date on which the Final Order and/or Final Judgment approving this Settlement Agreement becomes final. For purposes of this Settlement Agreement:

a. if no appeal has been taken from the Final Order and/or Final Judgment, "Final Effective Date" means the date on which the time to appeal therefrom has expired; or

b. if any appeal has been taken from the Final Order and/or Final Judgment, "Final Effective Date" means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

c. at the conclusion of the Settlement, Class Counsel and Toyota may agree in writing, the "Final Effective Date" can occur on an earlier agreed date.

18. "Final Judgment" means the Court's final judgment as described in Section IX of this Settlement Agreement, which is to be substantially in the form attached hereto as **Exhibit C.**

19. "Final Order" means the Court's order approving the Settlement Agreement, as described in Section IX, which is to be substantially in the form attached hereto as **Exhibit D.**

20. "First Use" or "Date of First Use ("DOFU)" means the date that each Subject Vehicle was originally sold or leased.

21. "Initial Notice Date" means the date on which the Settlement Administrator first initiates mailing of Class Notice to the Settlement Class. Subject to the Court's approval, the Initial Notice Date shall be within thirty (30) days after the Court enters a Preliminary Approval Order.

22. Limited Service Campaign" or "LSC" means the limited service campaign further described in Section III below.

23. "Loaner Vehicle" means a vehicle provided pursuant to the Expanded Customer Support Program (CSP+).

24. "Long Form Notice" means the Long Form Notice substantially in the form attached hereto as **Exhibit H**, to be provided to Class Members in accordance with the Preliminary Approval Order issued by the Court.

25. "Parties" means Class Representatives and Toyota, collectively, as each of those terms is defined in this Settlement Agreement.

26. "Plaintiffs' Counsel" means, in addition to Class Counsel, the lawyers representing the plaintiffs in the Action, *i.e.*, NAGEL RICE, LLP.

27. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the settlement as fair, adequate, and reasonable, including the Court's

approval of the form and manner of giving notice to the Class Members as outlined in Section IX and provisionally in the form attached hereto as **Exhibit E.**

28. "Proof of Repair Expense" shall take the form of an original, legible copy, or a digital record, such as an electronic receipt or invoice, of a repair order or similar document that identifies a Repair, and proof of the money paid by or on behalf of the Class Member for the repair.

29. "Proof of Other Out-of-Pocket Expenses" shall include the form of an original, legible copy, or digital record, such as an electronic receipt or invoice, of a bill or invoice that identifies towing costs and/or rental car costs, as well as proof of the money paid by or on behalf of the Class Member for same.

30. A "Repair" in the context of this settlement, refers to the specific action taken to address the Condition. Such a repair or replacement must have been focused on resolving the Condition. A Repair encompasses the necessary steps to either repair or replace the necessary and approved parts to remedy the Condition.

31. "Release" means the release and waiver set forth in Section VII of this Settlement Agreement and in the Final Judgment and Final Order.

32. "Released Parties" or "Released Party" means any Toyota entity, including, but not limited to, Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Engineering and Manufacturing North America, Inc., and each of their past, present and future parents, predecessors, successors, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents,

attorneys, administrators, advisors, authorized dealers, authorized repair facilities, assemblers, and component part designers, suppliers, and manufacturers, as well as any entity involved in the chain of design, manufacture, sale, advertising, marketing or distribution of the vehicle; authorized service facilities and dealers associated with TMS, TMNA, TMC, or other Toyota entities, and any other service facility or Toyota dealers involved in any way with the vehicle. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

33. "Request for Exclusion" (a/k/a "Opt-out") means a valid request for exclusion from a Class member.

34. "Service Awards" means the $5,000.00 monetary award that will be paid to the Class Representatives upon finalization of the Settlement Agreement and subject to approval by the Court.

35. "Settlement Notice Administrator" or "Claim(s) Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and submitted to the Court for appointment to implement the notice plan and/or claims reimbursement process. In connection with the Settlement, Class Members may submit claims for reimbursement for reasonable qualifying out-of-pocket costs associated with repairing the condition (*e.g.*, towing costs, un-reimbursed repair costs, and reasonable rental car expenses). The Parties agree that Epiq Class Action & Claim Solutions ("Epiq") shall serve as Settlement Notice Administrator or Claim(s) Administrator, subject to approval by the Court.

36. "Extended Warranty" means the terms of extended warranty coverage as described in Section III below.

37. "Short Form Mail Notice" means the notice substantially in the form as attached hereto as **Exhibit G**, to be provided to Class Members in accordance with the Preliminary Approval Order issued by the Court.

38. "Subject Vehicles" or "Class Vehicles" means vehicles of the following models and model years ("MY"):

- 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+

39. By consent, Class Counsel will apply to the Court for amendment to the operative consolidated class action complaint to include the following vehicles, which are subject to the Expanded Customer Support Program ("CSP+") and Limited Service Campaign ("LSC"), and thus would be included in the proposed classwide settlement:

- 2023-2024MY RAV4HV AWD
- 2023-2024MY RAV4 Prime HV
- 2023-2024MY Highlander HV AWD
- 2023-2024MY Sienna HV AWD
- 2023-2024MY Venza HV
- 2023-2024MY Lexus NX 350h
- 2023-2024MY Lexus NX 450h+
- 2023-2024MY Crown
- 2023-2024MY Lexus RX350h
- 2024MY Lexus RX450h+

40. The Parties agree, subject to Court approval, that Plaintiffs may amend the operative complaint to include these additional foregoing vehicle models for purposes of classwide settlement.

41. A list of the Subject Vehicles is also included in **Exhibit B** and can also be obtained by visiting the Settlement Website, which will contain a VIN lookup tool or list a VIN range, calling the Settlement Administrator's toll-free telephone number, or otherwise contacting the Settlement Notice Administrator.

42. "TSB" means Technical Service Bulletin.

43. "Tech Tip" means T-TT-0630-20.

44. "Toyota" or "Defendants" means Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., and Toyota Motor Corporation.

45. "Toyota Dealers" means authorized Toyota dealers.

46. "Toyota's Counsel" means Jahmy S. Graham (lead counsel), Tiffany Alexander (local counsel), and Matthew G. Lindenbaum of Nelson Mullins Riley & Scarborough LLP.

47. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

48. The terms "he or she" and "his or her" include "it" or "its" or "they" where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Action with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Judgment and Final Order, as further specified herein, Toyota agrees to provide the relief specified in this Section. The costs and

expenses associated with providing the relief and otherwise implementing the relief specified in Section III of this Settlement Agreement, including but not limited to the costs of Class Notice and settlement administration, the Settlement Website, toll-free number, and the fees and expenses incurred by the Settlement Administrator, shall be the sole obligation of and paid by Toyota. After the issuance of the Preliminary Approval Order signed by the Court, Toyota, at its sole discretion, may, after consultation with Class Counsel, implement the Expanded CSP, LSC, and reimbursement program in advance of thirty (30) days after the occurrence of the Final Effective Date.

A. <u>Customer Support Programs 22TE09/23LE05</u>

1. The CSP 22TE09 addressed the Condition in Toyota-branded models. CSP 23LE05 addressed the condition in Lexus-branded models. The component parts at issue, (1) the HV Floor Under Wire Harness and (2) the Rear Traction Motor Cable (collectively hereinafter the "Subject Components"), were originally covered by Toyota's New Vehicle Limited Warranty ("NVLW") for three (3) years or 36,000 miles, whichever occurs first, for relevant Toyota models, and four (4) years or 50,000 miles, whichever occurs first, for relevant Lexus models, from the Date of First Use ("DOFU") as defined herein. Under CSP 22TE09 (Toyota) and CSP 23LE05 (Lexus), Toyota extended NVLW coverage *as it applies to the HV Floor Under Wire Harness and Rear Traction Motor Cable only* to **eight (8) years or 100,000 miles**, whichever occurs first, from the DOFU, for the following vehicles and model years:

- 2019-2022MY Toyota RAV4 HV AWD
- 2021-2022MY Toyota RAV4 Prime HV
- 2020-2022MY Toyota Highlander HV AWD
- 2021-2023MY Toyota Sienna HV AWD

- 2021-2022MY Toyota Venza HV AWD
- 2022-2023MY Lexus NX 350h AWD
- 2022MY Lexus NX 450h+ AWD

2. The CSPs provided warranty coverage to certain models for repairs related to excessive corrosion to the wire harness connections at the Rear Motor Generator. The CSPs noted that excessive corrosion can cause AM Radio Static during certain driving conditions or a hybrid system malfunction light or message/indicator will illuminate, which by design, may eventually lead to the vehicle not starting during certain drive cycles. The CSPs also provided reimbursement procedures for reasonable qualifying out-of-pocket costs associated with repairing the condition (*e.g.*, towing costs, repair costs, and reasonable rental car expenses). Toyota has repaired approximately 12,738 Subject Vehicles so far in connection with Customer Support Program(s) 22TE09 and 23LE05.

B. Limited Service Campaign (LSC) and Further Expanded Customer Support Program (CSP+)

To further improve the customer experience, and as consideration for and a condition of this Settlement, Toyota issued an LSC, in addition to expanding the scope of the CSP, to extend the warranty *as it applies to the HV Floor Under Wire Harness and Rear Traction Motor Cable only* to **ten (10) years or unlimited miles** for the following vehicles (collectively, the "Subject Vehicles"), which includes an expansion of the models and model years eligible for extended warranty coverage and reimbursement from the previous CSPs, as negotiated by the Parties:[2]

- 2019-2024 MY Toyota RAV4 HV AWD
- 2021-2024 MY Toyota RAV4 Prime HV AWD

[2] Toyota sent additional notice to the Class regarding the LSC and Expanded CSP.

- 2020-2024 MY Toyota Highlander HV AWD
- 2021-2024 MY Toyota Sienna HV AWD[3]
- 2021-2024 MY Toyota Venza HV AWD
- 2022-2024 MY Lexus NX 350h AWD
- 2022-2024 MY Lexus NX 450h+ AWD
- 2023-2024 MY Toyota Crown AWD
- 2023-2024 MY Lexus RX350h AWD
- 2024 MY Lexus RX450h+ AWD

Details regarding the LSC are as follows:

1. All owners and lessees of the Subject Vehicles residing within the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions with affected vehicles will have **thirty-six (36) months** from issuance of the LSC to present their vehicle to an authorized Toyota or Lexus dealer, as applicable, for a technician to perform an inspection to determine whether the vehicle exhibits any of the related conditions (*i.e.*, Hybrid warning with DTC: P0AA649 and/or P1C8049).
2. If the technician finds the vehicle has experienced the conditions under the terms of the CSP and/or LSC, the vehicle will be repaired at no cost by replacing the affected component(s) with new component(s).

[3] The timing for availability or implementation of the LSC for Sienna models will be different in light of parts availability issues. Sienna owners and lessees will have already been notified of the expanded CSP and will receive a separate notice when the LSC for Sienna owners and lessees is available.

3. If the technician finds the vehicle has not experienced any of the related conditions under the terms of the CSP and/or LSC, the vehicle's MGR Connector will be cleaned, an enhanced waterproofing will be applied to the harness, and an improved connector cover will be installed.

4. Customers of the Subject Vehicles in the U.S., District of Columbia, Puerto Rico and related territories, if any, with affected vehicles must present their vehicles for inspection within 36 months after the issuance of the LSC in order to receive **extended coverage from Toyota for CSP 22TE09 and 23LE05 to ten (10) years/unlimited miles, *i.e.*, no mileage limitation for a maximum of ten (10) years,** (from the current / existing warranty extension in the CSP of eight (8) years or 100,000 miles for applicable models, or three (3) years or 36,000 miles for applicable models at the time, whichever occurs first, on original parts) **from the DOFU**.

   a. **IMPORTANT NOTICE**: If the customer does not present their vehicle under the terms of the LSC within thirty-six (36) months from the issuance of the LSC, that customer's warranty coverage will remain at eight (8) years or 100,000 miles, whichever occurs first.

5. The LSC has already been issued (with the exception of the Sienna-specific LSC that is forthcoming). The LSC will last for **thirty-six (36) calendar months** from its issuance. To be clear, the LSC was issued before the Parties finalized this Settlement Agreement or the Court granted preliminary approval to the Settlement for the affected models at issue.

6. Without cost to Class Members and upon request from the Class Member, a complimentary Loaner Vehicle shall be provided through an authorized Toyota or Lexus dealer if the Subject Vehicle is undergoing repair or replacement pursuant to the terms of this Settlement Agreement and the repair exceeds six (6) hours and/or the Subject Vehicle is required by the Toyota/Lexus dealer to remain at the dealership overnight. Loaner Vehicles are available in connection with the repair (not inspection) appointment until the day the work is completed, and are subject to availability at respective dealer locations.

Vehicles with titles marked flood-damaged, salvage titles, and other exclusions listed in the CSP+ documents, incorporated by reference, are not eligible for the Expanded Customer Support Program.

The CSP+ and LSC are transferable during the coverage period.

Any future issued or revised CSP, LSC or TSB shall not diminish the relief provided to Class Members under the Settlement.

C. <u>Reimbursement for Unreimbursed Repairs Performed Prior to Notice Date</u>

1. **Claims Administration:** Reimbursement will be based solely on individual claims submitted by Settlement Class Members. The Claims Administrator will administer the reimbursement process for any Settlement Class Members that have not been previously reimbursed by Toyota for repairs performed to remedy the Condition.

2. **Proofs and eligibility for Reimbursement:** The reimbursement process will be subject to the provision of adequate proof, as discussed in Section III.C.4 and III.D below, and Settlement Class Members will be reimbursed only for costs they have actually incurred for repairing the Condition, any related costs for towing and storage of the affected vehicle, and/or

reasonable costs for rental vehicles.

3. **Submission of Claims:** Claims for reimbursement must be submitted via the Settlement Class Website or via mail-in claim form. The deadline for submitting Claims shall be one (1) year following the Final Effective Date.

4. **Qualifications for Claims:** To qualify for reimbursement, a claimant must provide sufficient Proof of Repair Expense and/or Proof of Out-of-Pocket Expense as defined herein.

5. Toyota's Counsel and Class Counsel shall be entitled upon request, to obtain reports as to the claims filing data from the Settlement Administrator. The Parties agree to work cooperatively to resolve any concerns that may arise concerning the administration of claims.

D. Claims Administration

1. **Administration**

a. For each approved claim for reimbursement, the Settlement Administrator shall mail to the Settlement Class Member, at the address provided, a reimbursement check for the approved recovery to which the Settlement Class Member is entitled within 60 days after receipt of the claim.

b. For any claim for reimbursement that qualifies for less than the full amount of the reimbursement sought by the Settlement Class Member (including claims that are denied in their entirety), the Settlement Administrator shall, within 60 days after receipt of the claim, email or mail to the Settlement Class Member, at the address provided, a "Claim Decision and Selection Form," (substantially in the form attached hereto as **Exhibit I**) stating:

(i) That partial compensation or reimbursement has been awarded, or that the claim has been denied;

(ii) The amount of the proposed compensation or reimbursement, if any;

(iii) Whether rejection of the compensation or reimbursement sought was based on:

(1) Lack of or insufficient Proof of Repair Expense or Proof of Other Related Expenses; or

(2) Error in the claim submission; or

(3) Any applicable reason set forth in this Settlement Agreement impacting payment of the full amount of the compensation or reimbursement sought by the Settlement Class Member.

(iv) The Settlement Class Member's right to a Second Review of the Settlement Administrator's decision, as described below.

c. Any Settlement Class Member who receives a Claim Decision and Selection Form under Section III.D.1.b. above, notifying him or her of his or her right to a Second Review, may:

(i) Initiate a Second Review of the Settlement Administrator's decision by completing and submitting online or mailing the Claim Decision and Selection Form within 30 days of the date of the letter;

(ii) Accept the reimbursement offered, which acceptance will be presumed if no completed Claim Decision and Selection Form is received by the Settlement Administrator within 30 days of receipt of the letter.

a. If a Settlement Class Member accepts the reimbursement offer under Section III.D.1.b, the Settlement Administrator shall mail the Settlement Class Member a reimbursement check within 45 days after receipt of said acceptance by Settlement Administrator (determined either by the Settlement Administrator's receipt of the completed Claim Decision and Selection Form from the Settlement

Class Member accepting the reimbursement offered, or by the expiration of the above-referenced period of time in which acceptance will be presumed), whichever occurs later.

2. Second Review

a. The Settlement Class Member who initiates a Second Review may include any supplemental or corrected documentation to cure the deficiency identified in the initial submission.

b. The Settlement Administrator will review the decision with regard to reimbursement, as well as any additional documents provided in support of the claim for reimbursement. The reviewer will independently determine, based upon the claim and proof submitted by the Settlement Class Member, whether the initial determination should be adjusted. The reviewer will have the authority to increase the reimbursement amount originally offered up to the full amount of the reimbursement sought, if the Settlement Class Member's Claim meets the requirements under the Settlement Agreement. Under no circumstance shall the second reviewer decrease the reimbursement amount previously offered.

c. The Second Review determination, along with any applicable payment, will be mailed to the Settlement Class Member within 45 days of the date in which the Settlement Administrator received the request for a Second Review, along with any supporting documentation. The Second Review determination will state the reason(s) why the initial determination was modified or not. The Settlement Administrator's decision shall be final and not appealable.

d. Toyota's Counsel and Class Counsel may monitor the claims administration process and, upon request, may receive updates from the Settlement Administrator to ensure that

Settlement Administrator is acting in accordance with the Settlement Agreement.

IV. NOTICE TO THE CLASS

For purposes of identifying Settlement Class Members, Toyota shall obtain from its own records and verify with R.L. Polk & Co (IHS Markit) the names and current or last known addresses of Class Members that can be reasonably obtained using the VINS provided by Toyota.

Class Notice will be accomplished through a combination of notice through the settlement website and via direct mail, and/or other applicable notice, each of which is described below. The costs of disseminating the notice and otherwise implementing the notice specified in Section IV of this Settlement Agreement shall be paid by Toyota. The Notice Plan shall be initiated within thirty (30) days after entry of the Preliminary Approval Order.

A. Short-Form Notice

The Settlement Notice Administrator shall send the Short-Form Notice, substantially in the form attached hereto as **Exhibit G**, by U.S. Mail, proper postage prepaid, to the current and former registered owners and lessees of Subject Vehicles, as identified by data to be forwarded to the Settlement Notice Administrator by R.L. Polk & Co. The Short-Form Notice shall provide a summary of the key terms of the settlement, including deadlines for objections and opt-outs, information pertaining to fees and expenses, information on how to obtain the Long Form Notice via the settlement website, via regular mail or via a toll-free telephone number, pursuant to Sections IV(C) and (D), below, and directions to the Settlement Website for claim submission (or mailed-in claim forms for Class Members for whom submitting a claim online is not feasible). In addition, the Settlement Notice Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address no later than the deadline found in the Preliminary Approval Order; (b) by itself or using one or more address research firms following receipt of any

returned notices that do not include a forwarding address, research such returned mail for better addresses, and promptly mail copies of the applicable notice to any better addresses so found.

B. Settlement Website

The Settlement Notice Administrator shall establish a settlement website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates, and deadlines, Class membership by way of VIN lookup function, instructions on how to submit a Claim for Reimbursement, online submission forms, and/or related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, a copy of the Long-Form Notice, the Settlement Agreement, a claim form for reimbursement, Frequently Asked Questions and Answers, important dates, and Court documents that may be of interest to most Class Members, such as the complaint and the filings in support of preliminary and final approval. Class Counsel may also post on their individual firm websites documents that have been filed with and/or approved by the Court.

C. Long Form Notice

1. The Long-Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as **Exhibit H**, and shall be available on the Settlement Website and a hardcopy upon request. The Long-Form Notice shall advise Class Members of the following:

a. General Terms: The Class Notice shall contain a plain and concise description of the nature of the Action, the history of the litigation of the claims, the preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the Settlement Agreement would provide relief to the Class and Class

Members, what claims are released under the Settlement Agreement and other relevant terms and conditions.

b. Opt-Out Rights: The Class Notice shall inform Class Members that they have the right to opt out of the settlement. The Class Notice shall provide the deadlines and procedures for exercising this right.

c. Objection to Settlement: The Class Notice shall inform Class Members of their right to object to the Settlement Agreement and to appear at the Fairness Hearing. The Class Notice shall provide the deadlines and procedures for exercising these rights.

d. Fees and Expenses: The Class Notice shall inform Class Members about the amounts being sought by Plaintiffs' Counsel as Attorneys' Fees and Expenses and individual awards to the Class Representatives, and shall explain that Toyota will pay the fees and expenses awarded to Plaintiffs' Counsel and individual awards to the Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

e. In connection with the Settlement, Class Members may submit claims for Reimbursement for past reasonable qualifying out-of-pocket costs associated with repairing the Condition (*e.g.*, towing costs, repair costs, and reasonable rental car expenses) as set forth herein. The Claim Form shall be in a form substantially similar to the document attached to this Settlement Agreement as **Exhibit F** and

processed through the Settlement Administrator. The Settlement Website shall also provide for the online submission of claims for reimbursement.

2. Dissemination of Class Notice and Claim Form

The Long Form Notice and Claim Form shall be available on the settlement website. The Settlement Notice Administrator shall send via first-class mail the Long Form Notice and/or the Claim Form only to those persons who request it in writing or through the toll-free telephone number.

On an agreed upon date with the Settlement Notice Administrator within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Notice Administrator shall cause individual Class Notice, substantially in the form attached hereto as **Exhibit G** (the Short Form Notice), together with the Claim Form, substantially in the form attached hereto as **Exhibit F,** to be disseminated; for the Settlement Website to be published and available to the public; and for the toll-free number to be active.

The class list (or any contact information for Class Members) provided to the Settlement Administrator or otherwise in connection with this Action shall not be used for any other purpose than to effectuate the Notice Plan or the administration of class claims, and shall not be used for any other purpose whatsoever, including contact by any party or counsel for the purpose of solicitation or otherwise regarding other matters, potential litigation, or issues unrelated to the Action or the alleged defect in these consolidated matters. The Settlement Administrator may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it, and Toyota's Counsel and Class Counsel approve all changes and formatting. The Claim Administrator shall be responsible for dissemination of the Class Notice and Claim Form. The Claim Administrator shall diligently, and/or as reasonably

requested by Class Counsel or Toyota's Counsel, report to Class Counsel and Toyota's Counsel the number of individual Class Notices originally mailed to Settlement Class Members, the number of individual Class Notices initially returned as undeliverable, the number of additional individual Class Notices mailed after receipt of a forwarding address, and the number of those additional individual Class Notices returned as undeliverable. No later than ten (10) days after the Notice Date, the Claim Administrator shall provide an affidavit or declaration to Class Counsel and Toyota's Counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Agreement or those required by the Court.

D. Toll-Free Telephone Number

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide Settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators. It will inform Class Members of the terms of this Settlement Agreement, their rights, dates, and deadlines, Class membership by way of VIN lookup function, instructions on how to submit a Claim for Reimbursement, and/or related information.

E. Class Action Fairness Act Notice

The Settlement Notice Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties and in all respects comport with statutory obligations.

F. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing and/or arranging for the mailing of the Short Form Mail Notice and any

requested Long Form Notice and/or Claim Forms; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information of Class Members for any Short Form or Long Form Mail Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) responding to requests for Long Form Notice or Claim Forms; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement Agreement; (g) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box or designated mailing address for the receipt of any correspondence; (i) responding to requests from Class Counsel and/or Toyota's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Settlement Agreement; (k) administering the reimbursement program; (l) disseminating the Class Action Fairness Act Notice; and (m) otherwise implementing and/or assisting with the dissemination of the Notice Plan. The Settlement Notice Administrator shall be responsible for arranging for the dissemination of Class Notice, establishing internet banner notifications on the settlement website, if applicable, and for consulting on Class Notice. The Settlement Notice Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Settlement Agreement.

2. If the Settlement Notice Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Settlement Notice Administrator. Disputes regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

3. The Settlement Notice Administrator may retain one or more persons to assist in the completion of its responsibilities.

4. Not later than 20 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court a list of those persons who have opted out or excluded themselves from this settlement and the terms of this Settlement Agreement. The Settlement Notice Administrator shall file with the Court the details outlining the scope, method and results of the notice program.

5. The Settlement Notice Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

G. Self-Identification

Persons or entities who believe that they are Class Members and who have not been notified that they are Class Members may contact the Settlement Notice Administrator and provide documentation indicating that they wish to be eligible for the relief provided in this Settlement Agreement and information to establish membership in the Class, such as the VIN of their vehicle and proof of ownership or lease. The Parties shall investigate eligibility and inform the Settlement Administrator of the results of the investigation. The Settlement Notice Administrator shall in writing inform the person or entity of the results. If the person or entity is deemed to be a Class Member eligible for relief, the Settlement Notice Administrator shall modify its records accordingly.

V. REQUESTS FOR EXCLUSION OR TO OPT-OUT

A. Any Class Member who wishes to be excluded from the Class (*i.e.*, to opt-out of the Class Settlement) must mail a written request for exclusion to the Settlement Notice

Administrator at the address provided in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice. To be effective, the Request for Exclusion must:

1. State the name of the Action;
2. Include the excluding-Class Member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. Include an explanation of the basis upon which the excluding-Class Member claims to be a putative Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);
4. Specifically and unambiguously state in writing his or her desire to be excluded from the Settlement Class and election to be excluded from any judgment entered pursuant to the Settlement;

The excluding-Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

B. Any Settlement Class Member who obtains relief pursuant to the terms of this Settlement Agreement after the receipt of the Class Notice waives the right to be excluded from this Settlement.

C. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Class Counsel and Toyota's Counsel. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself or herself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible, and may contact the Settlement Class Member for clarification. Any unresolved uncertainties about whether a Settlement Class Member is requesting exclusion from

the Settlement Class will be submitted to the Court for resolution. The Settlement Administrator will maintain a database of all Requests for Exclusion. A list reflecting all timely, valid requests for exclusion shall be filed with the Court by the Settlement Notice Administrator no later than 20 days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI, below.

D. Any Request for Exclusion must be submitted or postmarked on or before the deadline set by the Court, which date shall be thirty (30) days after the Notice Date. Any Class Member who does not file a timely, valid written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Judgment, and Final Order in the Action, even if he, she, they or it has litigation pending or subsequently initiates litigation against Toyota relating to the claims and transactions released in the Action.

E. So-called "mass" or "class" opt-outs shall not be allowed.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who wishes to object to the Settlement Agreement must, by the date specified in the Preliminary Approval Order and recited in the Class Notice, which date shall be thirty (30) days after the Notice Date (1) file their objection electronically with the Court, or (2) mail, postmarked by the date specified in the Preliminary Approval Order, their objection to the Clerk of the Court, Class Counsel, and Toyota's counsel. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court for submitting objections. For an objection to be considered by the Court, the objection must also set forth:

1. The case name and number of the Action;

2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

3. 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), along with proof that the objector has owned or leased the Settlement Class Vehicle (*i.e.*, a true copy of a vehicle title, registration, or other such proofs).

4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel and sufficient to enable the Parties to respond to those specific objections, and any documents supporting the objection;

5. 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 including the jurisdiction in which it was filed, 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;

6. 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;

7. The identity of all counsel representing the objector and whether they will appear at the Fairness Hearing;

8. The number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption of each case in which objector's counsel has made such objection;

9. If the Class member or his or her counsel have not made any such prior objection, the Class member shall affirmatively so state in the written materials provided with the objection;

10. A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;

11. Copies of any papers, exhibits, or other evidence that the objecting Class Member will present to the Court in connection with the Fairness Hearing.

12. A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

13. The objector's handwritten signature and date of signature.

B. Any Class Member who fails to comply with the provisions of Section VI.A., above, shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order, and the Final Judgment in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VI.B. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Order, or Final Judgment shall be pursuant to appeal under the

Federal Rules of Appellate Procedure and not through collateral proceedings. Class Members may not both object and request exclusion (opt-out).

C. Upon the filing of an objection, Class Counsel and Defendants' Counsel may take the deposition of the objecting Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and obtain any evidence relevant to the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

D. Any Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Settlement Agreement applicable to Class Members.

VII. 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, discharge, and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law,

violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Action, the Subject Vehicles' MGR connectors, hybrid system cables, and related components and/or associated parts that are, or could have been, defined, alleged or described in the operative consolidated class action complaint, the Action, or any amendments made to the operative consolidated class action complaint. Notwithstanding the foregoing, Class Representatives and Class Members are not releasing claims for personal injury, wrongful death, or actual physical property damage other than that arising from the Condition.

C. The Final Order will reflect this Release.

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

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

F. In connection with the Settlement Agreement, Class Representatives, on their behalf and on behalf of the Class, acknowledge that they may hereafter discover related 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 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.

G. 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

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.

H. 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.

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

J. In consideration for the Settlement Agreement, Toyota and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Order shall have, released Plaintiffs' Counsel, Class Counsel and each 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.

K. Class Representatives, Plaintiffs' Counsel and any other attorneys who receive attorneys' fees and expenses from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement. By executing this Settlement Agreement, Class Representatives 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.

L. 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. The Parties expressly recognize that in the event the Settlement Agreement is terminated, 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 may resume. The Parties also specifically understand that confirmatory discovery will continue as needed.

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

N. 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.

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE AWARDS

A. Class Counsel shall apply to the Court for an attorneys' fee award, cost award, and Class Representative Service Awards, each in an amount to be determined by the Court. Any such application is inclusive of an attorneys' fee award and cost award sought on behalf of Plaintiffs' Counsel, including any attorneys currently or previously affiliated with those law firms.

B. The Parties did not, and will not, discuss the payment of Attorneys' Fees, Costs, and Expenses until after the substantive elements of the Settlement Agreement have been agreed upon.

C. As of the date of this Settlement Agreement, Toyota does not agree to any specific amount in attorneys' fee award or cost award. Toyota may oppose Plaintiffs' motion, petition, or

request for an award of attorneys' fees and/or costs on any ground available to Toyota. After agreeing to the principal terms set forth in this Settlement Agreement, Class Counsel and Toyota's Counsel may negotiate, including with the assistance of a third party mediator or magistrate judge if necessary, the amount of Attorneys' Fees, Costs, and Expenses that, separate and apart from the consideration for this Settlement, following application to the Court and subject to Court approval, would be paid by Toyota as the fee award and costs and expense reimbursement to Plaintiffs' Counsel. The Attorneys' Fees, Costs, and Expenses awarded by the Court shall be the sole compensation paid by Toyota for all Plaintiffs' Counsel in the Action and/or for work incurred that inured to the benefit of the Class.

C. Class Counsel shall petition the Court for Class Representative Service Awards of up to $5,000.00 (Five Thousand Dollars and No Cents) per Class Representative for bringing the Action and for their time in connection with the Action. Toyota agrees to not oppose service awards to each of the Class Representatives to the extent no more than $5,000.00 is requested for each Class Representative.

D. Within fifteen (15) days after Final Approval of the Class Settlement, and subject to Nagel Rice LLP, and Bruce Nagel, individually, executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as **Exhibit J** and a W-9, for each payee, along with wire instructions on their firm letterhead for the payment to Plaintiffs' Counsel of fees, expenses, and service payments awarded by the Court, Toyota shall pay the Attorneys' Fees, Costs, and Expenses and Class Representative service awards that are awarded by the Court to an account established by Class Counsel. Thereafter, Class Counsel shall distribute the award of Attorneys' Fees, Costs, and Expenses among Plaintiffs' Counsel and the Class Representative service awards to Class Representatives. Notwithstanding the foregoing, if for any reason Final

Approval is reversed or rendered void as a result of an appeal(s) then Nagel Rice LLP and Bruce Nagel shall be liable for payments made pursuant to this paragraph, if any, and shall return to Toyota any portion of attorneys' fees and costs vacated within 30 days of entry of an Order vacating said fees and costs. To effectuate this provision, Nagel Rice LLP and Bruce Nagel, individually, shall execute a guarantee of repayment in the form attached hereto as **Exhibit J**.

E. The procedure for and the grant or denial or allowance or disallowance by the Court of the fee award, cost award, and service awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceedings relating solely to the fee award, cost award, and service awards, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Final Effective Date of this Agreement. Payment of any fee award, cost award, and service awards will not reduce the benefit being made available to the Settlement Class Members. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and Expenses awarded by the Court to Class Counsel, or concerning the amounts of Class Representative service awards that are awarded by the Court to Class Representatives, shall affect whether the Final Order and Final Judgment are final or constitute grounds for cancellation or termination of the Settlement.

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS

A. The Parties shall seek from the Court, within thirty (30) days after the execution of this Settlement Agreement, a Preliminary Approval Order in a form substantially similar to **Exhibit E**. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve Class Representatives as Class Representatives and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23;

2. Preliminarily approve the Settlement Agreement;

3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;

4. Determine that Class Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement Agreement should be finally approved by the Court;

6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Settlement Agreement and Long Form Notice, and/or other Class Notice, and that a failure to do so shall bind those Class Members who remain in the Class;

7. Require Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice, and/or other Class Notice;

8. Require Class Members who wish to appear to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in the Settlement Agreement and Long Form Notice;

9. Require attorneys representing Class Members objecting to the Settlement Agreement, at such Class Members' expense, to file a notice of appearance if required by the Court's local rules and as directed in this Settlement Agreement and Long Form Notice;

10. Issue a preliminary injunction and stay all other actions, pending final approval by the Court;

11. Issue a preliminary injunction enjoining Class Members from challenging in any action or proceeding any matter covered by this Settlement Agreement, including, but not limited to, whether this Settlement Agreement will be given final approval;

12. Appoint Epiq as the Settlement Notice Administrator;

13. Authorize Toyota to take all necessary and appropriate steps to establish the means necessary to implement the Agreement; and

14. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Judgment and Final Order in the forms substantially similar to **Exhibits C and D**, respectively.

C. Within five (5) business days of the Final Effective Date, the Parties shall file a stipulation of dismissal with prejudice or substantial equivalent in the Action, if applicable.

X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

A. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Judgment and Final Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Judgment and Final Order and do not limit the rights of Class Members under this Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Toyota or the Class Representatives, through Class Counsel, if:

1. The Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release;

2. The Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material.

3. Any objection to the proposed settlement is sustained and such objection results in changes to the Settlement Agreement that the withdrawing party deems in good faith to be material (e.g., because it substantially increases the costs of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement). A mere delay of the approval and/or implementation of the Settlement, including a delay due to an appeal procedure, if any, shall not be deemed material;

4. Entry of the Final Order and Judgment described in the Settlement Agreement is vacated by the Court or reversed or substantially modified by an appellate court.

C. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than twenty (20) days after receiving notice of the event triggering this termination

provision. In the event of termination, the Parties will be returned to their positions status quo ante.

D. If an option to withdraw from and terminate this Settlement Agreement arises under Section X(B) above, neither Toyota nor Class Representatives are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

E. A change in law, or change of interpretation of present law, that affects this Settlement shall not be grounds for withdrawal from the Settlement.

F. If, but only if, this Settlement Agreement is terminated pursuant to Section X(B), above, then:

1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of Section X(F) herein;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Toyota, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. Toyota and the other Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the

Action, including, without limitation, the argument that the Action may not be litigated as a class action;

5. Class Representatives and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

6. Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

7. Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever;

8. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;

9. All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, and customer communications are the sole responsibility of Toyota. Neither the Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs;

10. All attorneys' fees, costs, and service awards, if any, paid to Class Counsel and/or the Class Representatives in connection with the Settlement shall be returned to Toyota within thirty (30) days; and

11. Notwithstanding the terms of this paragraph, if the Settlement Agreement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Toyota reserves the right to object to the reasonableness of such requested fees.

XI. GENERAL MATTERS AND RESERVATIONS

A. Toyota has denied and continues to deny each and all of the claims and contentions alleged in the Action, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Toyota believes that it has valid and complete defenses to the claims asserted against it in the Action and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Action. Nonetheless, Toyota has concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

B. The obligation of the Parties to conclude the Settlement Agreement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Judgment and Final Order approving the Settlement Agreement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Toyota from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, regulators, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys. Nor shall the confidentiality of this Settlement Agreement prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should settlement not be achieved; and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

E. Information provided by Toyota, Toyota's Counsel, and/or a mediator or other third party neutral, if any, to Class Representatives, Plaintiffs' Counsel, Class Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential"

pursuant to the Stipulated Confidentiality Order that has been entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Toyota's request, be promptly returned to Toyota's Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Within ninety (90) days after the Final Effective Date (unless the time is extended by agreement of the Parties) and upon Toyota's written request, Class Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Toyota, and/or Toyota's Counsel, and/or a mediator or other third party neutral, if any, to Class Counsel shall either: (i) return to Toyota's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained) produced during the settlement process by Toyota and/or Toyota's Counsel, and/or a mediator or other third party neutral, if any, and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Toyota's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by Toyota, and/or Toyota's Counsel, and/or a mediator or other third party neutral, if any, and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section X shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Class Counsel's work product. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action.

G. Toyota's execution of this Settlement Agreement shall not be construed to release—and Toyota expressly does not intend to release—any claim Toyota may have or make

against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for attorneys' fees and costs.

H. Class Counsel represent that: (1) they are authorized by the Class Representatives to enter into this Settlement Agreement with respect to the claims in this Action; and (2) they are seeking to protect the interests of the Class.

I. Class Counsel further represent that the Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement or have received a detailed description of it from Class Counsel and they have agreed to its terms; (6) have consulted with Class Counsel about the Action and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole

responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Toyota represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Toyota.

L. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Toyota's Counsel on behalf of Toyota. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

M. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of New Jersey notwithstanding its conflict of laws provisions, and relevant federal law.

N. Any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the District of New Jersey.

O. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Toyota, then to:

Jahmy S. Graham
Nelson Mullins Riley & Scarborough, LLP

350 S. Grand Avenue
Suite 2200
Los Angeles, California 90071
Tel.: (424) 221-7426
Fax: (279) 202-2017
E-mail: jahmy.graham@nelsonmullins.com

2. If to the Class, then to:

Bruce Nagel
NAGEL RICE, LLP
103 Eisenhower Parkway
Roseland, New Jersey 07068
Tel: (973) 618-0400
Fax: (973) 618-9194
E-mail: bnagel@nagelrice.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section XI "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the District of New Jersey.

Q. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

R. The Class, Class Representatives, Class Counsel, Toyota and/or Toyota's Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Class Representatives, or the Class or as a waiver by the

Released Parties, Class Representatives or the Class of any applicable privileges, claims or defenses.

T. Class Representatives expressly affirm that the allegations contained in the operative complaint were made in good faith, but consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the Settlement Agreement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

V. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

W. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of the Settlement Agreement.

Y. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

Z. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Toyota's Counsel,

on behalf of Defendants, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: July 7, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: _____, 2026
Marc Isenberg

BY_____ DATE: _____, 2026
Carmel McColgan

BY_____ DATE: _____, 2026
Peter Schuman

BY_____ DATE: _____, 2026
Kevin Lim

BY_____ DATE: _____, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: 4/22, 2026
Marc Isenberg

BY_____ DATE: _____, 2026
Carmel McColgan

BY_____ DATE: _____, 2026
Peter Schuman

BY_____ DATE: _____, 2026
Kevin Lim

BY_____ DATE: _____, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

BY_____ DATE: _____, 2026
Barbara Johnson

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: _____, 2026
Marc Isenberg

BY Carmel Mc Colgan DATE: April 23, 2026
Carmel McColgan

BY_____ DATE: _____, 2026
Peter Schuman

BY_____ DATE: _____, 2026
Kevin Lim

BY_____ DATE: _____, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

BY_____ DATE: _____, 2026
Barbara Johnson

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: _____, 2026
Marc Isenberg

BY_____ DATE: _____, 2026
Carmel McColgan

BY_____ DATE: 5/1/, 2026
Peter Schuman

BY_____ DATE: _____, 2026
Kevin Lim

BY_____ DATE: _____, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

BY_____ DATE: _____, 2026
Barbara Johnson

Agreed to on the date indicated below.

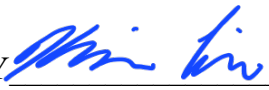
APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: _____, 2026
Marc Isenberg

BY_____ DATE: _____, 2026
Carmel McColgan

BY_____ DATE: _____, 2026
Peter Schuman

BY  _____ DATE: April 23, 2026
Kevin Lim

BY_____ DATE: _____, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

BY_____ DATE: _____, 2026
Barbara Johnson

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: _____, 2026
Marc Isenberg

BY_____ DATE: _____, 2026
Carmel McColgan

BY_____ DATE: _____, 2026
Peter Schuman

BY_____ DATE: _____, 2026
Kevin Lim

BY Hendrick Moy DATE: 4/22, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

BY_____ DATE: _____, 2026
Barbara Johnson

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_ _____ DATE: _ _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_ _____ DATE: _____, 2026
Marc Isenberg

BY_ _____ DATE: _ _____, 2026
Carmel McColgan

BY_ _____ DATE: _ _____, 2026
Peter Schuman

BY_ _____ DATE: _ _____, 2026
Kevin Lim

BY_ _____ DATE: _ _____, 2026
Hendrick Moy

BY Elnur Aliyev _____ DATE: 05/03 _____, 2026
Elnur Aliyev

BY_ _____ DATE: _ _____, 2026
Barbara Johnson

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: _____, 2026
Marc Isenberg

BY_____ DATE: _____, 2026
Carmel McColgan

BY_____ DATE: _____, 2026
Peter Schuman

BY_____ DATE: _____, 2026
Kevin Lim

BY_____ DATE: _____, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

BY Barbara Johnson DATE: 5/10, 2026
Barbara Johnson

BY  DATE: 4/22, 2026
Nichole Fick

BY_____ DATE: _____, 2026
Mithun Talreja

BY_____ DATE: _____, 2026
Rajib Das

BY_____ DATE: _____, 2026
Edward Feltham

BY_____ DATE: _____, 2026
John Daniels

BY_____ DATE: _____, 2026
Carol Brown

BY_____ DATE: _____, 2026
Susan Spiegel

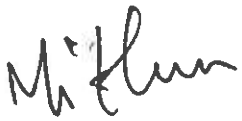
APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR SALES, U.S.A., INC.

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR NORTH AMERICA, INC.

BY_____ DATE: _____, 2026
[NAME]

BY_____ DATE: _____, 2026
Nichole Fick

BY  DATE: 04/28, 2026
Mithun Talreja

BY_____ DATE: _____, 2026
Rajib Das

BY_____ DATE: _____, 2026
Edward Feltham

BY_____ DATE: _____, 2026
John Daniels

BY_____ DATE: _____, 2026
Carol Brown

BY_____ DATE: _____, 2026
Susan Spiegel

APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR SALES, U.S.A., INC.

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR NORTH AMERICA, INC.

BY_____ DATE: _____, 2026
[NAME]

BY_____ DATE: _____, 2026
Nichole Fick

BY_____ DATE: _____, 2026
Mithun Talreja

BY Rajib Das DATE: 4/24/, 2026
Rajib Das

BY_____ DATE: _____, 2026
Edward Feltham

BY_____ DATE: _____, 2026
John Daniels

BY_____ DATE: _____, 2026
Carol Brown

BY_____ DATE: _____, 2026
Susan Spiegel

APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR SALES, U.S.A., INC.

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR NORTH AMERICA, INC.

BY_____ DATE: _____, 2026
[NAME]

on behalf of Defendants, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY_____ DATE: _____, 2026
Bruce Nagel
NAGEL RICE, LLP

BY_____ DATE: _____, 2026
Marc Isenberg

BY_____ DATE: _____, 2026
Carmel McColgan

BY_____ DATE: _____, 2026
Peter Schuman

BY_____ DATE: _____, 2026
Kevin Lim

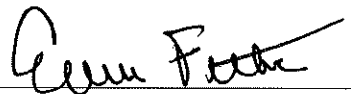
BY_____ DATE: _____, 2026
Hendrick Moy

BY_____ DATE: _____, 2026
Elnur Aliyev

BY_____ DATE: _____, 2026
Nichole Fick

BY_____ DATE: _____, 2026
Mithun Talreja

BY_____ DATE: _____, 2026
Rajib Das

BY  DATE: April 29, 2026
Edward Feltham

BY_____ DATE: _____, 2026
John Daniels

BY_____ DATE: _____, 2026
Carol Brown

BY_____ DATE: _____, 2026
Susan Spiegel

APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR SALES, U.S.A., INC.

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR NORTH AMERICA, INC.

BY_____ DATE: _____, 2026
[NAME]

BY_____ DATE: _____, 2026
Nichole Fick

BY_____ DATE: _____, 2026
Mithun Talreja

BY_____ DATE: _____, 2026
Rajib Das

BY_____ DATE: _____, 2026
Edward Feltham

BY John Daniels DATE: 4/22/26, 2026
John Daniels

BY_____ DATE: _____, 2026
Carol Brown

BY_____ DATE: _____, 2026
Susan Spiegel

APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR SALES, U.S.A., INC.

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR NORTH AMERICA, INC.

BY_____ DATE: _____, 2026
[NAME]

BY_____ DATE: _____, 2026
Nichole Fick

BY_____ DATE: _____, 2026
Mithun Talreja

BY_____ DATE: _____, 2026
Rajib Das

BY_____ DATE: _____, 2026
Edward Feltham

BY_____ DATE: _____, 2026
John Daniels

BY_____ DATE: April 23, 2026
Carol Brown

BY_____ DATE: _____, 2026
Susan Spiegel

APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR SALES, U.S.A., INC.

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR NORTH AMERICA, INC.

BY_____ DATE: _____, 2026
[NAME]

BY_____ DATE: _____, 2026
Nichole Fick

BY_____ DATE: _____, 2026
Mithun Talreja

BY_____ DATE: _____, 2026
Rajib Das

BY_____ DATE: _____, 2026
Edward Feltham

BY_____ DATE: _____, 2026
John Daniels

BY_____ DATE: _____, 2026
Carol Brown

BY Susan Spiegel DATE: 5/8/, 2026
Susan Spiegel

APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR SALES, U.S.A., INC.

BY_____ DATE: _____, 2026
[NAME]
[TITLE(S)]
TOYOTA MOTOR NORTH AMERICA, INC.

BY_____ DATE: _____, 2026
[NAME]

BY_____ DATE: _____, 2026
Barbara Johnson

BY_____ DATE: _____, 2026
Nichole Fick

BY_____ DATE: _____, 2026
Mithun Talreja

BY_____ DATE: _____, 2026
Rajib Das

BY_____ DATE: _____, 2026
Edward Feltham

BY_____ DATE: _____, 2026
John Daniels

BY_____ DATE: _____, 2026
Carol Brown

BY_____ DATE: _____, 2026
Susan Spiegel

APPROVED AND AGREED TO BY TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., AND TOYOTA MOTOR CORPORATION

BY _____ DATE: July 8, 2026
ELIZABETH GIBSON
GENERAL COUNSEL | GROUP VICE PRESIDENT
TOYOTA MOTOR NORTH AMERICA, INC.

For TOYOTA MOTOR SALES, U.S.A., INC.

BY _____ DATE: July 8, 2026
ELIZABETH GIBSON
GENERAL COUNSEL | GROUP VICE PRESIDENT
TOYOTA MOTOR NORTH AMERICA, INC.

For TOYOTA MOTOR NORTH AMERICA, INC.

BY _____ DATE: July 8, 2026
ELIZABETH GIBSON
GENERAL COUNSEL | GROUP VICE PRESIDENT
TOYOTA MOTOR NORTH AMERICA, INC.

For TOYOTA MOTOR CORPORATION

APPROVED AND AGREED TO AS TO FORM
BY TOYOTA'S COUNSEL

BY _____ DATE July 10, 2026
JAHMY S. GRAHAM
NELSON MULLINS RILEY & SCARBOROUGH LLP

EXHIBIT A

LIST OF CONFIRMATORY DISCOVERY

CONFIRMATORY DISCOVERY SOUGHT

- Total number of vehicles:
  - Nationwide, broken down by Make and Model Year;
  - Each State (MD, NJ, TN, NY, Idaho, PA, TX), broken down by Make and Model Year
  - "Repaired" or "Not Repaired"
- Total number of customers:
  - Nationwide, broken down by Make Model Year;
  - Each State (MD, NJ, TN, NY, Idaho, PA, TX), broken down by Make and Model Year
  - Whether their vehicles were "Repaired" or "Not Repaired"
- For all repairs already provided:
  - Vehicle info (VIN, Make, Model Year);
  - Date and mileage at time of repair
  - Amount paid (by Toyota or Customer) and by whom (Toyota/Customer)
- Repairs:
  - For each Make and Model Year of the Class Vehicles, an itemized list of:
    - Each Part Number required for the Repair;
    - The retail cost of each Part Number required for the Repair;
    - The OP Code and Description for each element of the Repair Procedure;
    - The Flat Rate Hours for each element of the Repair Procedure; and
    - The retail hourly labor cost for the Repair Procedure.
- Defect manifestation rate / failure analysis, broken down by make and Model year (Weibull Analysis or something similar predictive of failure rate)
- Copy of the Limited Service Campaign ("LSC)" and any updates thereto
- Any notices, correspondence, and/or communications to customers announcing the LSC
  - Total number of vehicles repaired to date pursuant to the LSC
- CSP 22TE09 and CSP 23LE05 and any updates thereto
  - Total number of vehicles repaired pursuant to CSP 22TE09 and CSP 23LE05
  - Copy of the reimbursement program put into place under CSP22TE09, CSP23LE05, and / or the LSC
  - Total number of customers who have submitted claims for reimbursement
    - Total number of reimbursements pursuant to each CSP
    - Total number of claims denied under each CSP and copies of any correspondence related to same
    - Total amount paid already for reimbursement of: (i) repair costs (ii) for rental car costs (iii) and for towing costs
- Expanded CSP
- Any applicable tech bulletins, including T-TT-0630-20 and any updates thereto

- Estimate of percentage of repairs that include a loaner vehicle to customer
- Documentation of the date on which upper management made the decision to repair the impacted vehicles pursuant to the LSC

EXHIBIT B

LIST OF SUBJECT VEHICLES

SUBJECT VEHICLES

- 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+

EXHIBIT C

FINAL JUDGMENT

(See Exhibit D – Final Order)

EXHIBIT D

FINAL ORDER

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 **FINAL 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") by way of a Motion for Final Approval of the proposed Settlement Agreement (the "Settlement Agreement" or "Agreement") of the above-captioned lawsuit (the "Action"). All of the parties identified above are collectively referred to as the "Parties."

WHEREAS, the Court finds that it has jurisdiction over this action, Class Members, and the Parties under 28 U.S.C. § 1332 and that venue is proper in this district; and

WHEREAS, the Parties have submitted the Settlement Agreement, together with numerous exhibits and proposed orders, to the Court;

WHEREAS, the Court finds that the Settlement Agreement was entered into at arms' length by experienced counsel and after extensive negotiations and the Settlement Agreement is not the result of collusion; and

WHEREAS, the Court granted Plaintiffs Motion for Preliminary Approval of the Settlement Agreement on _____, and conditionally certified the Class solely for purposes of settlement; and

WHEREAS, pursuant to the Settlement Agreement and the Court's Preliminary Approval Order, a class list was compiled from Toyota's records and verified with R.L. Polk & Co. (IHS Markit). Such potential Class Members were thereafter provided with notice and an opportunity to object to the Settlement Agreement or opt-out of the Class; and

WHEREAS, the Court conducted a Final Approval Hearing on _____ to determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and whether the Settlement Agreement should be approved in final by this Court; and

WHEREAS, [__] objections were filed with respect to the proposed Settlement Agreement and/or Motion for Fees and Costs; and at the Final Approval Hearing, Class Counsel appeared for the Class, Nelson Mullins Riley & Scarborough LLP appeared for Defendants; and [__] Class Members appeared at the Final Approval Hearing to contest the Settlement Agreement; and

WHEREAS, the Court has fully considered the record of these proceedings, the representations, argument, and recommendation of counsel, and the requirements of law; and good cause appearing,

IT IS THIS ___ day of _____, 2026, ORDERED, DECREED, and ADJUDGED as follows:

1. **Definitions.** Unless otherwise provided herein, the Court adopts and incorporates the definitions of all capitalized terms in the Settlement Agreement and those defined terms shall have the same meaning in this Order.

2. **Approval of the Class.** This Court finally certifies the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

> 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, 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.

The Court finds that the Class meets all the applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, affirms certification of the Class, and approves the Settlement Agreement as being fair, just, reasonable, and adequate. Specifically, the Court finds and concludes: (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 they seek 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. **Approval of Class Representatives.** Based upon the Court's familiarity with the claims and parties, the Court finds that the Plaintiffs adequately have represented and represents the interests of the Class, and the Court hereby confirms their appointment as Class Representatives.

4. **Approval of Class Counsel.** The Court finds that Class Counsel have fairly and adequately represented and represent the interests of Plaintiffs and the Class and hereby confirms them as Class Counsel pursuant to Fed. R. Civ. P. 23(g).

5. **Approval of Settlement Agreement.** The Court finds, upon review of the Settlement Agreement and consideration of the factors enunciated in *Girsh v. Jepson,* 521 F.2d 153, 157 (3d Cir. 1975), *In re Baby Products Antitrust Litigation,* 708 F.3d 163 (3d Cir. 2013),

and *In re Prudential Insurance Co. of America Sales Practices Litigation*, 148 F.3d 283 (3d Cir. 1998), that the Settlement Agreement and the proposed benefits to the Class are fair, reasonable and adequate. Accordingly, the terms of the Settlement Agreement, including all exhibits thereto, are approved in their entirety by the Court and incorporated into this Order as if expressly set forth and shall have the same force and effect of an Order of the Court. The Parties and their counsel are ordered to implement and to consummate the Settlement Agreement according to its terms and provisions. The releases set forth in the Settlement Agreement are incorporated by reference.

6. **Approval of Class Benefits.** The direct benefits available to Class Members, as described in the Settlement Agreement, are approved as fair, reasonable, and adequate to the Class, and the Settlement Administrator is directed to continue to administer the Settlement Agreement according to the terms of the Settlement Agreement.

7. **Adequacy of Notices.** The Court finds that due and adequate notice was provided pursuant to Rule 23 of the Federal Rules of Civil Procedure to all members of the Class, notifying the Class of, *inter alia*, the pendency of this action and the proposed Settlement Agreement. The notice program set forth in the Settlement Agreement and provided to the Class was the best notice practicable under the circumstances. The notice program as carried out pursuant to the terms of the Settlement Agreement fully complied in all respects with the requirements of Rule 23 and Constitutional requirements of due process.

8. **Distribution of Settlement**. The Court finds that the method for distributing the Settlement to the Class Members as set forth in Section II of the Settlement Agreement to be fair and reasonable and directs relief to be distributed in accordance with those terms.

9. **CAFA Public Official Notification.** The Settlement Administrator has provided notification to all appropriate federal and state officials regarding the Settlement Agreement as required by the Class Action Fairness Act, 28 U.S.C. §1715.

10. **Opt-Out Settlement Class Members.** Attached hereto and incorporated herein as Exhibit ____ is a schedule of all Class Members who have timely and validly requested to be excluded from the Class and accordingly are not included in or bound by this Final Approval Order and Judgment. The Class Members who have filed a Request for Exclusion are not entitled to receive any direct benefits, as described in the Settlement Agreement.

11. **Objections.** The Court finds that the response of Class Members supports final approval of the Settlement Agreement and that the contentions of the [ ] objectors are without merit and are overruled.

12. **Binding.** The terms of this Final Approval Order and Judgment and the Settlement Agreement are binding on the Plaintiffs and all members of the Class who have not timely and validly opted-out and shall have *res judicata,* collateral estoppel, and all other preclusive effect on 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, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any

kind related arising from, related to, connected with, and/or in any way involving the Action, the Subject Vehicles' MGR connectors, hybrid system cables, and related components and/or associated parts that are, or could have been, defined, alleged or described in the operative consolidated class action complaint, the Action, or any amendments made to the operative consolidated class action complaint.

13. **Dismissal With Prejudice.** The Action, including any and all claims against Defendants, are dismissed on the merits and with prejudice.

14. **Release of Dismissed Claims.** The Release set forth in the Settlement Agreement is incorporated by reference and provides, *inter alia*, that for and in consideration of the benefits and mutual promises contained in the Settlement Agreement, the all Released Claims are hereby released, which means all claims (including without limitation, claims for attorneys' fees and costs), causes of action, actions, or suits, by or on behalf of any Class Member, whether arising by statute, law or in equity, under the law of any jurisdiction, which were or could have been asserted in the Action, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, defenses, claims, motions and/or theories raised in or that could have been raised in the Action.

15. **Bar Order.** Upon the Effective Date, Plaintiffs, Class Members and all other Released Parties, except for those who have timely excluded themselves from the Class (as identified on Exhibit [__] to the Epiq Declaration), are forever barred and enjoined from commencing, instituting or continuing to prosecute any action or any proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind (whether

within the United States or not) asserting any of the Released Claims (including unknown claims) against any of the Released Parties.

16. **Class Counsel's Award.** Upon review of the Settlement Agreement and Class Counsel's request for an award of Fees and Costs, the Court finds that the fee requested is reasonable and the award of attorneys' fees in this class action settlement is appropriate and Class Counsel's motion will be granted. Class Counsel is hereby awarded reasonable fees and costs in the amount of $_____which includes costs in the amount of $_____. These amounts shall be paid and distributed in accordance with the Settlement Agreement.

17. **Class Representatives' Service Award.** The Class Representatives are hereby awarded a service award in the amount of $_____each. This service award shall be paid and distributed in accordance with the Settlement Agreement.

18. **Ongoing Jurisdiction.** Without affecting the finality of this Final Approval Order and Judgment, the Court shall retain continuing exclusive jurisdiction over this Action, the Parties and the Class, and the administration and enforcement of the Settlement Agreement, the Fee and Cost Award and the Service Award. Any disputes or controversies arising with respect to the enforcement or implementation of the Settlement Agreement shall be presented by motion to this Court.

19. In the event the Settlement Agreement does not become effective according to the terms of the Settlement Agreement, this Final Approval Order and Judgment shall be rendered void as provided by the Settlement Agreement, shall be vacated and all orders entered and claims released in connection herewith shall be void to the extent provided by and in accordance with the Settlement Agreement.

20. **No Admission.** Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of, or an admission or concession by the Defendants as to, the validity of any claim that has been or could have been asserted against any or all of them or as to any liability of any or all of them as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the Settlement Agreement.

21. **There being no just reason for delay, the Clerk of Court is ordered to immediately enter this Final Approval Order and Judgment forthwith.**

Dated: _____ _____

EXHIBIT E

PRELIMINARY APPROVAL ORDER

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 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. 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_____day of _____, 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. **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 a date not later than 30 days from the Notice Date; (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 30 days after the Notice Date. 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 at least 7 days before the date of the Final Approval Hearing. 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 _____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 15 days after the Notice Date. A copy of the application(s) shall be posted on the settlement website.

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

EXHIBIT F

CLAIM FORM

CLAIM FORM INSTRUCTIONS

Supporting documentation is required for ALL claims. For any questions related to completing the Claim Form, please contact the Settlement Administrator at [NUMBER]. The claim filing deadline is one year from the Final Effective Date of the Settlement, which could be as early as _____. Your claim submission should include all requested details and any supporting documentation showing your out-of-pocket cost paid for each claimed repair.

Settlement Class Members will be reimbursed only for costs they have actually incurred for repairing a the MGR connector or hybrid system cable in Class Vehicles, any related reasonable costs for towing and storage of the affected vehicle, and/or reasonable costs for rental vehicles.

To qualify for reimbursement for a repair expense, you must provide sufficient Proof of Repair Expense, which shows evidence of repair related to the allegedly defective MGR connector or hybrid system cable, as well as proof of the money paid for the repair by you or on your behalf.

To qualify for reimbursement for other out-of-pocket expenses, such as towing, storage, and/or reasonable rental costs, you must show sufficient Proof of Other Out-of-Pocket Expenses, which shows evidence of those towing, storage, and/or rental car costs, as well as proof of the money paid by you or on your behalf.

REIMBURSEMENT CLAIM FORM

MUST BE SUBMITTED OR POSTMARKED NO LATER THAN ONE YEAR AFTER THE FINAL EFFECTIVE DATE, WHICH COULD BE AS EARLY AS [DATE]

Isenberg, et als. v. Toyota Motor Sales, U.S.A., et als., Case No. 2:22-cv-05673-JXN-MAH

Only submit this Claim Form if you are seeking reimbursement for Repair Expenses, or Other Out-of-Pocket Expenses. You do not need to submit this Claim Form to receive the Extended Warranty Coverage. To receive future Extended Warranty coverage, you must take your vehicle for inspection to an authorized Toyota or Lexus dealer by September 30, 2028.

The deadline to submit Claim Forms and supporting documentation is one (1) year after the Final Effective Date, which could be as early as [DATE]. If you are submitting your claim by mail, send your completed Claim Form and all supporting documentation so it is postmarked by the deadline to:

[SETTLEMENT ADMINISTRATOR ADDRESS BLOCK]

For more information, please consult the Class Notice, contact the Settlement Administrator at [EMAIL ADDRESS] or [TOLL-FREE NUMBER], or visit [SETTLEMENT WEBSITE].

Please review the instructions before proceeding.

I. CLAIMANT CONTACT INFORMATION

Full Name

Mailing Address – Line 1

Mailing Address – Line 2 (If Applicable)

City State Zip Code

Telephone Number

Email Address

II. VEHICLE INFORMATION

If you are seeking reimbursement for prior out-of-pocket expenses for more than one Vehicle, you must file a separate Claim Form for each vehicle.

Vehicle Identification Number (VIN)

Check the box for each cost you want reimbursed:

☐ Repair costs related to repair for the hybrid system power cables to the vehicles' or MGR connectors.

☐ Repair costs for other out-of-pocket expenses, such as towing, storage, or reasonable rental vehicle costs.

Documentation is required for all claims repair costs and for all other out-of-pocket expenses. Detailed information concerning the types of documentation required and what to do if you are unable to provide documentation is included in the instructions to this Claim Form.

III. REIMBURSEMENT INFORMATION

Information for Repair Expenses and/or Other Out-of-Pocket Expenses

Please complete the below section if you are seeking reimbursement for Repair Expenses, and/or if you are seeking reimbursement for Other Out-of-Pocket Expenses.

Date of repair (MM/DD/YYYY)	**Mileage at time of repair**	**Amount sought**

**You must attach a legible copy of a repair order or similar document that identifies the repair, and proof of payment by you or on your behalf.*

Additional information needed for Other Out-of-Pocket Expenses

In addition to the above, if you are seeking reimbursement for Other Out-of-Pocket Expenses, please complete the below section:

Vendor Name (ie. Towing company, vehicle rental agency)

Vendor mailing Address – Line 1

Vendor mailing Address – Line 2 (If Applicable)

City State Zip Code

Telephone Number

Date of Services Provided (ie. date of tow, dates in storage, dates for rental vehicle)

Type of Services Provided (ie. towing, storage, rental vehicle)

Amount Sought for Reimbursement

**You must attach a legible copy of a bill or invoice that identifies towing costs, storage costs, and/or rental car costs, and proof of payment by you or on your behalf.*

IV. SIGN & DATE

By signing this form, you are certifying under oath that you HAVE NOT already been reimbursed for any of the above products and services.

_____ _____

Signature Date

EXHIBIT G

SHORT FORM MAIL NOTICE

Isenberg v. Toyota
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

BARCODE NO-PRINT ZONE

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al., Case No. 2:22-cv-05673-JXN-MAH, United States District Court for the District of New Jersey

If you own(ed), purchased, or lease(d) certain Toyota or Lexus vehicles in the United States, Washington D.C., Puerto Rico, and all other United States territories, you may be entitled to benefits from a class action settlement.

A Court has authorized this notice.
*This is **not** a solicitation from a lawyer.*

www.XXXXXXXX.com
1-XXX-XXX-XXXX

<<UNIQUEID>>

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

[redacted]

A proposed Settlement has been reached in a class action lawsuit against Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc. and Toyota Motor Corporation (together, "Defendants") alleging that certain vehicles are equipped with hybrid system power cables to the vehicles' rear motor generators affixed with connectors ("MGR Connectors") that are defective because under certain conditions they may corrode and/or otherwise fail prematurely. Defendants deny all the allegations in the litigation and believe that the claims asserted against them are without merit.

Who is Included? Records show you are a member of the Class, defined as: a person, entity, or organization who own or owned, purchase(d) or lease(d) a Subject Vehicle that was distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions on or before MONTH DD, 20YY. A list of the Subject Vehicles can be found at www.XXXXXX.com.

What does the Settlement Provide?:

Extended Warranty Coverage: The Settlement provides extended warranty coverage for the HV Floor Under Wire Harness and Rear Traction Motor Cable for a period of ten (10) years / unlimited miles (i.e. no mileage limitation for a maximum of ten years). You must take your vehicle to an authorized Toyota or Lexus dealer, by September 30, 2028, for a technician to perform an inspection to obtain the extended warranty coverage and determine whether the vehicle has any of the related conditions. **You do not need to submit a Claim Form to receive the Extended Warranty.**

Cash Reimbursement for Out-of-Pocket Expenses: You may submit a Claim Form with documentation to receive reimbursement if you paid out-of-pocket costs in connection with a prior repair of the Condition, and/or out-of-pocket costs related towing, storage, and rental vehicle costs.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out, **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendants and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and costs in the amount of _____, service awards for the Class Representatives in the amount of $5,000 each, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more about the Settlement at www.XXXXX.com, or by calling toll free 1-XXX-XXX-XXX.

EXHIBIT H

LONG FORM NOTICE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you own(ed), purchased, or lease(d) certain Toyota or Lexus vehicles in the United States, Washington D.C., Puerto Rico, and all other United States territories, you may be entitled to benefits from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in a class action lawsuit called *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al*., Case No. 2:22-cv-05673-JXN-MAH in the United States District Court for the District of New Jersey. Plaintiffs allege certain Toyota and Lexus vehicles are equipped with defective hybrid system power cables in the vehicles' rear motor generators affixed with connectors.
- You are included in the Class if you are a person, entity, or organization who own(ed), purchase(d), or lease(d) certain Toyota or Lexus vehicles distributed for sale or lease in the United States, Puerto Rico, and all other United States territories and/or possessions. A list of the Subject Vehicles is below.
    - 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+
- The Settlement provides extended warranty service for the HV Floor Under Wire Harness and Rear Traction Motor Cable on certain make and model Toyota and Lexus vehicles.
- The Settlement also provides, if applicable, a reimbursement for out-of-pocket payments for parts and labor associated with repairing the Condition, and/or out-of-pocket costs related to towing and storage of the affected vehicle, as well as related reasonable rental vehicle costs.

Your rights are affected whether you act or don't act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FOR REIMBURSEMENT	This is the only way to get a reimbursement. Claims must be submitted online or by mail.	Submitted or Postmarked by [**DATE**].
GET AN EXTENDED WARRANTY	Take your vehicle to an authorized Toyota or Lexus dealer for an inspection to receive extended warranty coverage for the HV Floor Under Wire Harness and Rear Traction Motor Cable for a period of 10 years with no mileage limitation.	Inspection by [**DATE**].

EXCLUDE YOURSELF	Keep your right to file your own lawsuit against the Released Parties about the legal claims that are released by the Settlement in this lawsuit.	Postmarked by **[DATE]**
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by **[DATE]**
DO NOTHING	Get no Settlement benefits. Give up your legal rights.	

- These rights and options—and **the deadlines to exercise them—**are explained in this Notice.
- The Court has to decide whether to approve the Settlement. No Settlement benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this notice being provided?

A Court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for the Settlement benefits, and how to get them.

The lawsuit is known as *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:22-cv-05673-JXN-MAH ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the companies sued, Toyota Motor Sales, U.S.A., Inc. ("TMS"), Toyota Motor North America, Inc. ("TMNA"), and Toyota Motor Corporation, are called the "Defendants."

2. What is this lawsuit about?

A class action lawsuit was filed against Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc. and Toyota Motor Corporation, together the "Defendants" or "Toyota." The lawsuit alleges that the Subject Vehicles are equipped with hybrid system power cables to the vehicles' rear motor generators affixed with connectors ("MGR Connectors") that are defective because under certain conditions they may corrode and/or fail prematurely (the "Condition").

Defendants deny the allegations and legal claims. Defendants maintain that the Subject Vehicles are not defective and that the Subject Vehicles and their components were properly designed, manufactured, distributed, marketed, advertised, warranted, and sold. Defendants assert that they did not violate any warranties, statutes, or laws.

3. Why is there a Settlement?

In a class action lawsuit, one or more persons, called class representatives, sue on behalf of other people who have similar legal claims. All these people are considered to be part of a class, or class members. One court resolves the issues for all class members, except for those class members who take the necessary steps to timely exclude themselves from the class.

The Court has not decided in favor of Plaintiffs or Defendants in this lawsuit. Instead, Plaintiffs and Defendants have agreed to a Settlement. Plaintiffs and Defendants believe the Settlement is best for the Class because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

The Court will be holding a hearing to approve or deny the Settlement before it becomes final.

WHO IS IN THE SETTLEMENT?

4. Am I a Class Member?

You are a Class Member if you are a person, entity, or organization who at any time own or owned, purchase(d) or lease(d) a Subject Vehicle 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.

Subject Vehicles include the following models:

- 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 lawsuit; and (d) persons or entities who or which timely and properly exclude themselves from the Class as provided in the Settlement Agreement.

5. What if I am still not sure if I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to www.XXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides (1) extended warranty coverage for the HV Floor Under Wire Harness and Rear Traction Motor Cable; and (2) a reimbursement for out-of-pocket costs in connection with a prior repair of the Condition, towing, storage, and reasonable rental vehicle costs.

Extended Warranty Coverage: The Settlement provides for extended warranty coverage for the HV Floor Under Wire Harness and Rear Traction Motor Cable for a period of ten (10) years / unlimited miles (*i.e.*, no mileage limitation for a maximum of ten years) with important caveats described below.

You do not need to submit a Claim Form to receive the Extended Warranty.

If you are a Class Member, you must take your vehicle to an authorized Toyota or Lexus dealer, by September 30, 2028, for a technician to perform an inspection to obtain the extended warranty coverage and determine whether the vehicle has any of the related conditions.

If the technician finds the vehicle has experienced the Condition, the vehicle will be repaired at no cost by replacing the affected component(s) with new component(s).

If the technician finds the vehicle has not experienced the Condition or related issues, the vehicle's MGR Connector will be cleaned, an enhanced waterproofing will be applied to the harness, and an improved connector cover will be installed.

The Extended Warranty is transferable during its coverage period.

The Extended Warranty is subject to the same terms and conditions found in the New Vehicle Limited Warranty Section of the Owner's Warranty Information booklet.

Vehicles with titles marked flood-damaged, salvage titles, total mileage, true mileage unknown, or similar title are not eligible for the Extended Warranty Coverage.

If your vehicle is undergoing repair or replacement and the repair exceeds six (6) hours or has to stay overnight, you may also be eligible for a complimentary Loaner Vehicle. Loaner Vehicles are available in connection with the repair (not inspection) appointment until the day the work is completed, and are subject to availability at respective dealer locations.

Reimbursement for Out-of-Pocket Expenses: Unless a repair was previously reimbursed, a reimbursement may be available if you paid out-of-pocket costs for parts and labor associated with repairing the Condition. A reimbursement may also be available if you paid out-of-pocket costs for towing and storage, and for related reasonable rental vehicle costs.

To receive a reimbursement, you must provide documentation showing Proof of Repair Expenses or Proof of Other Out-of-Pocket Expenses.

Proof of Repair Expenses includes original, legible copies, or a digital record, such as an electronic receipt or invoice, of a repair order or similar document that identifies a repair, and proof of the money you paid for the repair.

Proof of Other Out-of-Pocket Expenses includes original, legible copies, or digital records, such as an electronic receipt or invoice, of a bill or invoice that identifies towing costs and/or rental car costs, as well as proof of the money you paid for the same.

You may only seek reimbursement for repairs that were not previously reimbursed by Toyota.

7. How do I get the Extended Warranty?

To qualify for the Extended Warranty, you must present your vehicle for inspection to an authorized Toyota or Lexus dealer by September 30, 2028 in order to receive the extended warranty coverage for the HV Floor Under Wire Harness and Rear Traction Motor Cable to ten (10) years/unlimited miles, *i.e.*, no mileage limitation for a maximum of ten (10) years, from the vehicles' Date of First Use ("DOFU").

If you do not present your vehicle for inspection by September 30, 2028 , your warranty coverage will remain at eight (8) years or 100,000 miles, whichever occurs first.

You do not need to submit a Claim Form to receive the Extended Warranty.

8. How do I submit a Claim Form for reimbursement?

To receive reimbursement, you must have previously paid out-of-pocket costs associated with repairing the Condition, including related costs for towing, storage, repair, and reasonable rental expenses.

You must submit a timely and valid Claim Form to receive the reimbursement as described above. Your Claim Form must be submitted online at www.XXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Isenberg v. Toyota
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

9. What type of supporting documentation must I submit with my Claim Form to receive a cash reimbursement?

The Settlement Administrator needs documentation showing your out-of-pocket payments for parts and labor associated with the repair, and/or for towing, storage, and rental vehicle costs.

To prove out-of-pocket payment of a repair, you must submit genuine and legible copies of an electronic receipt or invoice, of a repair order or similar document that identifies a repair, and proof of the money you paid for the repair.

To prove out-of-pocket payment of an expense, you must submit genuine and legible copies of an electronic receipt or invoice, of a bill or invoice that identifies towing costs and/or rental car costs, as well as proof of the money paid by you.

The Settlement Website, available at [WEBSITE], also describes in detail the documentation and information that must be submitted to receive reimbursement.

10. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Isenberg v. Toyota
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

11. When will I receive my payment?

The Court will hold a Fairness Hearing on [DATE], to decide whether to approve the Settlement. If you file a timely and valid Claim Form, your payment will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final so please be patient. Information and updates about the lawsuit will be available at [WEBSITE].

12. What am I giving up by staying in the Class?

Unless you exclude yourself, you will remain in the Class. By staying in the Class, you will be allowed to participate in the Settlement benefits to which you are entitled. By staying in the Class, you will give up your right to sue, continue to sue, or be a part of any lawsuit, or pursue any legal claim against Defendants and any Released Parties relating to the legal claims in this lawsuit. Staying in the Class also means that all of the Court's orders and judgments will apply to you and legally bind you.

This Settlement does not release any legal claims for personal injury, wrongful death, or actual physical property damage (other than damage to the vehicle arising from the alleged defect).

Section VII of the Settlement Agreement describes the Releases, released claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [WEBSITE], should you wish to review it. You may also contact Class Counsel listed below for free with any questions you may have:

Bruce H. Nagel
Lisa R. Considine
Nagel Rice LLP
103 Eisenhower Parkway, Suite 103
Roseland, New Jersey 07068
Phone 973-618-0400

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion **postmarked** by [DATE]. The written request for exclusion must include the following:

1. The name of the lawsuit - *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*;
2. Your full name, current residential address, mailing address, telephone number, and email address;
3. An explanation of why you believe you are a Class Member, including the make, model year, and VIN of your vehicle;
4. A clear statement that you want to be excluded from the Class such as "I hereby request to be excluded from the Class in *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*"; and
5. Your dated, handwritten signature (an electronic signature or lawyer's signature is not sufficient).

The written request for exclusion must be **postmarked** by [DATE] and sent to:

Isenberg v. Toyota
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Class Members or multiple Class Members where the opt-out has not been signed by each and every individual Class Member will not be allowed.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

By submitting a timely and valid Request for Exclusion, you will not be able to receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

If you obtain any relief under the Settlement after you receive this Notice, such as the Extended Warranty or Cash Reimbursement, you cannot exclude yourself.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. If you do not timely exclude yourself from the Settlement, you cannot sue Defendants for any matters, legal claims, or damages (other than for personal injury, wrongful death, or damage to property) this Settlement resolves and releases, and you will be bound by all of the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the released claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

15. If I exclude myself, can I get Settlement benefits?

No. If you exclude yourself from the Class you will not be able to take advantage of any benefits from this Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this lawsuit?

Yes. The Court has appointed Bruce H. Nagel, Esq. and Lisa R. Considine, Esq. of Nagel Rice LLP to represent the Class, which includes you and all other Class Members. These lawyers are called "Class Counsel." However, if you want your own lawyers, you may hire one at your own cost.

17. How will the lawyers be paid?

Class Counsel will ask the Court to award of reasonable attorney fees and expenses. If approved by the Court, Class Counsel fees and expenses will be paid by Defendants and will not reduce any benefits available to Class Members.

Class Counsel's motion for fees and expenses will be made available for review at the Settlement Website, [WEBSITE], after it is filed with the Court.

18. Will the Class Representatives receive service awards?

Yes. Class Counsel will also ask the Court to award service awards of $5,000 for each of the named Plaintiffs for their effort in pursuing this lawsuit for the benefit of the Class. If approved by the Court, service awards to the named Class Representatives will be paid by Defendants and will not reduce any benefits available to Class Members.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a member of the Class, you can tell the Court you do not agree with all or any part of the Settlement and/or attorneys fees, expenses, and service awards. The Court will consider all comments from Class Members. As a Class Member, you will be bound by the Court's final decision regarding the approval of this Settlement.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel and Defendants' Counsel postmarked by **MONTH DD, 20YY**, stating you object to the Settlement in *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:22-cv-05673-JXN-MAH.

To file an objection, you cannot exclude yourself from the Class. Your objection must include:

1. The case name and case number - *Isenberg, et al. v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:22-cv-05673-JXN-MAH;
2. Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which you believe you are a Class Member, including the make, model year, and VIN(s) of your vehicle, along with proof that you have owned or leased the Subject Vehicle (i.e., a true copy of a vehicle title, registration, etc.);
4. Whether your objection applies only to you, to a specific subset of the Class or to the entire Class and all grounds for your objection, accompanied by any legal support for the objection known to you or your lawyer and sufficient to enable Class Counsel and defense counsel to respond to those specific objections, and any documents supporting the objection;
5. The number of times you have objected to a class action settlement within the five years preceding the date that you file your objection, the caption of each case in which you made such objection including the jurisdiction in which it was filed, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
6. The full name, telephone number and address of all lawyers who represent you, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement Agreement;

7. The identity of all lawyers representing you and whether they will appear at the Fairness Hearing;
8. The number of times your lawyer has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption of each case in which your counsel has made such objection;
9. If you or your or lawyer have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection;
10. A list of all persons who will be called to testify at the Fairness Hearing in support of your objection;
11. Copies of any papers, exhibits, or other evidence that the you will present to the Court in connection with the Fairness Hearing.
12. A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
13. Your handwritten signature and date of signature.

If you file an objection, Class Counsel and defense counsel may take your deposition, and seek any evidence related to your objection. The Court may tax the costs of that discovery to you or your lawyer if the objection is determined to be frivolous or made for an improper purpose.

You must send your objection via the Court's electronic filing system by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel and Defendants' Counsel postmarked by **MONTH DD, 20YY**, at the following addresses:

Court	Class Counsel	Defense Counsel
Clerk, United States District Court Martin Luther King Bldg & U.S. Courthouse 50 Walnut Street, Room 4015 Newark, NJ 07101	Bruce H. Nagel, Esq. Lisa R. Considine, Esq. NAGEL RICE LLP 103 Eisenhower Parkway Roseland, NJ 07068	Jahmy Graham, Esq. Michael Seager, Esq. NELSON MULLINS Two California Plaza, Suite 2200 350 Grand Avenue Los Angeles, CA 90071

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

Notice of Intention to Appear:

If you are a Class Member and you object, you have the right, but are not required, to attend the Fairness Hearing.

- If you object to the Settlement and intend to appear at the Fairness Hearing, your objection must also include your notice of intention, or that of your lawyer, to appear at the Fairness Hearing.
- Your lawyer must enter a Notice of Appearance by Month DD, 20YY.

20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part

of the Class and the Settlement. If you exclude yourself, then you cannot object because you are no longer part of the Settlement.

FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at [TIME] on [DATE], in Courtroom [XX] of the United States District Court for the District of New Jersey, Newark Vicinage, Martin Luther King Bldg. & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay Class Counsel and whether to approve the service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Fairness Hearing are subject to change without further notice to the Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXX.com to confirm the date and time of the Fairness Hearing have not changed.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. However, you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as your written objection is timely, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not required.

23. May I speak at the hearing?

Yes. If you do not exclude yourself, you may ask the Court's permission to speak at the hearing. If you intend to appear at the Fairness Hearing personally or through your lawyer, you or your lawyer must file with the Clerk of the Court and serve on all counsel designated above a notice of intention to appear at the hearing.

Notice of Intention to Appear:

If you are a Class Member and you object, you have the right, but are not required, to attend the Fairness Hearing.

- If you object to the Settlement and intend to appear at the Fairness Hearing, your objection must also include your notice of intention, or that of your lawyer, to appear at the Fairness Hearing.
- Your lawyer must enter a Notice of Appearance by Month DD, 20YY, or it will not be considered, and you will not be allowed to speak at the hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, then you will be bound by the Settlement if the Court approves it, and you will release the legal claims described in the Settlement Agreement. You will also be entitled to the Extended Warranty if you take your car for an inspection by September 30. 2028. You must submit a Claim Form to receive a reimbursement payment.

25. Will I receive further notices if the Settlement is approved?

No. You will receive no further notice concerning approval of this proposed Settlement.

ADDITIONAL INFORMATION

26. How can I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. For more information, visit [SETTLEMENT WEBSITE], call toll-free [NUMBER], or write to:

Isenberg v. Toyota
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

DO NOT CONTACT THE COURT REGARDING THIS NOTICE

EXHIBIT I

CLAIM DECISION AND SELECTION FORM

To: [Class Member]

From: Toyota Cable Defect [SETTLEMENT ADMINISTRATOR]

Subject: Claim Decision and Selection

Class Member ID:
Confirmation Code:

CLAIM DECISION AND SELECTION FORM INSTRUCTIONS

Isenberg, et als. v. Toyota Motor Sales, U.S.A., et als., Case No. 2:22-cv-05673-JXN-MAH

You are receiving this form because your claim for reimbursement has been denied, or because your claim for reimbursement qualifies for less than the full amount you sought. You have two options:

Option 1: You can seek a Second Review of our decision.

You can initiate a Second Review by completing and submitting the Claim Decision and Selection Form within 30 days of the date of this letter. You must submit that form online at [SETTLEMENT WEBSITE], or by mailing it to:

[SETTLEMENT ADMINISTRATOR ADDRESS]

You may include any supplemental or corrected documentation to cure the problem with your initial submission.

The Settlement Administrator will review the decision with regard to reimbursement, as well as any additional documents provided in support of the claim for reimbursement. The Settlement Administrator may determine that you are entitled to more, if you meet the requirements for reimbursement; but under no circumstance can it determine that you are entitled to less than the amount previously offered to you.

The Settlement Administrator's decision, along with your payment, will be mailed to you within 45 days from when your request for Second Review is received.

Option 2: You can accept our decision.

Acceptance will be presumed if we do not receive a completed Claim Decision and Selection Form within 30 days of the date of this letter. If you accept our decision and you qualify for a partial reimbursement, you will receive your check within 45 days of acceptance of our decision. The 45-days will begin once we receive your completed Claim Decision and Selection Form, or if we do not receive your form, then it will begin 30-days after the date of this letter, whichever occurs later.

Class Member ID:
Confirmation Code:

CLAIM DECISION AND SELECTION FORM

We have received your request for reimbursement for:

☐ Repair costs related to repair for the hybrid system power cables to the vehicles' or MGR connectors.

☐ Repair costs for other out-of-pocket expenses, such as towing, storage, or reasonable rental vehicle costs.

After a review of your Claim Form and supporting documents, we have determined that your claim is:

☐ Denied; OR

☐ Partial compensation has been awarded.

The reason that you did not receive the full reimbursement amount sought is:

☐ Missing or insufficient Proof of Repair Expenses and/or Proof of Other Out-of-Pocket Expenses

☐ Ineligible vehicle (*this can include a vehicle that is not part of the Settlement Class, or a vehicle for which you have already received reimbursement for repairs and/or other out-of-pocket expenses from Toyota*)

☐ Ineligible expense (*for example, a reimbursement request for a repair not related to the hybrid system power cables to the vehicles' or MGR connectors, or for expenses not related to towing, storage, or reasonable rental vehicle costs that were incurred as a result of a defect in or repair of the hybrid system power cables to the vehicles' or MGR connectors*)

☐ Error in claim submission

Please check one of the boxes below to make your selection :

☐ **Option One**: I want a Second Review of the decision. In selecting this option, I recognize that I should also include with this form any missing or insufficient proof of repair expenses and/or proof of other out-of-pocket expenses, and any other corrections to my initial claim.

☐ **Option Two:** I accept the decision. In selecting this option, I recognize that I will not be able to change my mind and get a Second Review later, and that payment will be sent to me in the amount decided.

This Selection Form must be submitted within 30 days of the date of this letter. You can submit that form online at [SETTLEMENT WEBSITE], or by mailing it to:

[SETTLEMENT ADMINISTRATOR ADDRESS]

EXHIBIT J

UNDERTAKING

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 **UNDERTAKING REGARDING ATTORNEYS' FEES AND COSTS**

Plaintiffs Marc Isenberg, Carmel McColgan, Peter Schuman, Kevin Lim, Hendrick Moy, Elnur Aliyev, Barbara Johnson, Nichole Fick, Mithun Talreja, Rajib Das, Edward Feltham, John Daniels, Carole Brown, and Susan Spiegel[1] (collectively, "Plaintiffs"), and Defendants Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc. and Toyota Motor Corporation (collectively, "Toyota" or "Defendants") (with Plaintiffs, the "Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Nagel Rice LLP and Bruce Nagel, individually, desire to give an undertaking (the "Undertaking") for repayment of its share of the award of attorney fees and costs, approved by the Court, and

[1] The Plaintiffs so identified are comprised only of those Plaintiffs that remain in this action, along with those that will be included in the forthcoming Second Amended Class Action Complaint to be filed in furtherance of resolution of this matter.

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, each of the undersigned counsel, on behalf of themselves as individuals and as agents for their law firm, hereby submit themselves and their respective law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

The obligations of Nagel Rice LLP and Bruce Nagel are joint and several.

Defendants will pay Class Counsel the full amount of attorney fees and costs approved by the Court within fifteen (15) days after Final Approval of the Settlement, as set forth in Section VIII.D of the Settlement Agreement.

In the event that the Final Approval Order and Final Judgment or any part of it is reversed or rendered void as a result of an appeal, then Nagel Rice LLP and Bruce Nagel, jointly and severally, shall, within 30 days of entry of an Order vacating fees and costs, return to Defendants any portion of attorneys' fees and costs so vacated.

This Undertaking and all obligations set forth herein shall expire upon the Final Effective Date.

In the event that Nagel Rice LLP and Bruce Nagel, jointly and severally, fail to repay to Defendants' the amounts owed pursuant to this Undertaking, the Court shall, upon application of Defendants and upon notice to Nagel Rice LLP and Bruce Nagel, individually, summarily issue orders, including but not limited to judgments and attachment orders against each.

The undersigned stipulate, warrant, and represent that they both have actual and apparent

authority to enter into this stipulation, agreement, and undertaking on behalf of their respective law firms or organizations.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruction. Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the State of New Jersey and the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED AND AGREED:

NAGEL RICE LLP

Dated:_____ By: _____
Bruce H. Nagel, Esq., on behalf of Nagel Rice LLP, Attorneys for Plaintiffs and Class Counsel and on behalf of himself individually

NELSON MULLINS RILEY & SCARBOROUGH LLP

Dated: _____ By: _____
Jahmy S. Graham, Esq., Attorneys for Defendants