

Toyota 2012-2015 Camry XV50 California Class Action Settlement Notice

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

Reimbursements Are Available for Eligible Current and Former Individual Owners and Lessees of Certain 2012-2015 Camry XV50 Vehicles Purchased or Leased in California

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web:
www.ToyotaCaliforniaHVACSettlement.com*

There is a proposed settlement (the “Settlement”) in a class action lawsuit against Toyota¹ concerning certain 2012-2015 Toyota Camry vehicles purchased or leased in California (known as the “Subject Vehicles”) that related to the heating, ventilation and air-conditioning system (“HVAC System”). If you are included in the Settlement, you have legal rights and options, and deadlines by which you must exercise them.

The case is currently pending before Judge Hernan D. Vera in the United States District Court for the Central District of California in an action titled *Alfred Salas et al. v. Toyota Motor Sales, U.S.A., Inc.* (Case No. 2:15-cv-08629-HDV-E). Plaintiffs allege that the HVAC Systems installed in the Subject Vehicles are defective. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. The purpose of this notice is to provide you with important information about the Settlement so you may decide what to do.

The Settlement provides Class Members with the opportunity to seek reimbursement for certain reasonable past and future out-of-pocket expenses.

You may be eligible for these benefits if you are an individual who reside(d) in California and at any time prior to **May 31, 2024**, and own(ed), purchase(d), and/or lease(d) a model year 2012 to 2015 Camry XV50 in California. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Class Counsel; and (c) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons are not Class Members once they timely and properly exclude themselves from the Class as provided for in the Settlement Agreement, once the exclusion request has been finally approved by the Court.

To determine whether your vehicle is part of the Class, please visit the Settlement website, www.ToyotaCaliforniaHVACSettlement.com, which contains a Vehicle Identification Number (VIN) lookup tool to check the eligibility of your vehicle.

For their work in securing this Settlement, the attorneys representing the Class (known as “Class Counsel”) will request \$4,100,000 in attorneys’ fees and \$350,000 in expenses. Class Counsel will also request service awards of up to \$7,500 for Plaintiffs who are serving as class representatives in this Settlement.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at www.ToyotaCaliforniaHVACSettlement.com. Please visit the website regularly for further updates about the Settlement.

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

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A. BASIC INFORMATION

1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action settlement. You are NOT being sued. This notice explains the litigation, the Settlement, and your legal rights. Judge Hernan D. Vera of the United States District Court for the Central District of California is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *Alfred Salas et al. v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:15-cv-08629-HDV-E.

If you have any questions, please visit www.ToyotaCaliforniaHVACSettlement.com or contact the Settlement Notice Administrator at 1-888-907-6966.

2. What are my options?

The table below summarizes your options under the Settlement. **Please review this information carefully because your legal rights may be affected even if you do not take any action.**

<p>FILE A CLAIM FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES INCURRED ON OR BEFORE MAY 31, 2024</p>	<p>This Settlement reimburses a Class Member for certain reasonable out-of-pocket expenses he/she incurred on or before May 31, 2024, related to a Subject Vehicle's HVAC System.</p> <p>You are entitled to file a Claim for the reimbursement of the reasonable, unreimbursed out-of-pocket expense incurred on or before May 31, 2024, to: (i) replace and install a charcoal filter in the Subject Vehicle; and/or (ii) have the evaporator flushed on a Subject Vehicle. A Claim for reimbursement of out-of-pocket expenses incurred before May 31, 2024, must be postmarked (in the case of mailed claims) and filed with the Settlement Notice Administrator (in the case of electronic claims) by May 31, 2025.</p> <p>If you incurred such out-of-pocket expenses, you may submit a claim for reimbursement at www.ToyotaCaliforniaHVACSettlement.com. Please refer to Questions 11 and 15 for details on when and how to submit a claim.</p>
<p>FILE A CLAIM FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES INCURRED AFTER MAY 31, 2024</p>	<p>This Settlement reimburses a Class Member up to \$100 for certain reasonable unreimbursed out-of-pocket expenses he/she incurs to replace and install a charcoal filter in a Subject Vehicle after May 31, 2024.</p> <p>For model year 2014-2015 Subject Vehicles, claims for out-of-pocket expenses incurred after May 31, 2024, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by May 31, 2026.</p> <p>For model year 2012-2013 Subject Vehicles, claims for out-of-pocket expenses incurred after May 31, 2024, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by May 31, 2025.</p> <p>If you incurred such out-of-pocket expenses, you may submit a claim for reimbursement at www.ToyotaCaliforniaHVACSettlement.com. Please refer to Questions 11 and 15 for details on when and how to submit a claim.</p>

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

OBJECT	You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 22-23 below for further details on objecting to the Settlement. You must object by September 30, 2024 . You cannot both exclude yourself from the Settlement and object to the Settlement.
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement. If you do so, you will not receive any of the Settlement benefits, but you will preserve your right to sue Toyota separately over the claims being resolved by this Settlement. You cannot both exclude yourself from the Settlement and object to the Settlement. Please refer to Questions 17-19 below for details on excluding yourself from the Settlement. Your request for exclusion must be postmarked on or before September 30, 2024 .
APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING	You are not required to appear before the Court to participate in the Settlement. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 25-26 for further details. The fairness hearing will occur on October 30, 2024, at 10:00 a.m. PDT .
DO NOTHING	If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

3. What is this lawsuit about?

This lawsuit alleges that Toyota designed and sold vehicles with a defective heating, ventilation and air-conditioning system (“HVAC System”). Plaintiffs allege the HVAC Systems in the Subject Vehicles (defined in Question 4 below) cause moisture accumulation, which, in turn, leads to the emission of noxious and foul odors and possibly mold growth.

Toyota denies all claims and allegations of wrongdoing and denies that it violated any law or duty that would give rise to liability. The Court has not decided who is right.

4. Which Vehicles are included in the Settlement?

The Settlement applies to model year 2012 to 2015 Toyota Camry XV50 vehicles purchased or leased in California.

To determine whether your vehicle is part of the Settlement, please visit www.ToyotaCaliforniaHVACSettlement.com and use the VIN lookup tool to check the eligibility of your vehicle. If you do not know your VIN, please check the driver’s side dashboard and/or driver’s side door post, which will contain the 17-digit VIN for your vehicle. You should take a photo of the VIN, so you have easy access to the number when you’re filing a claim.

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

5. What is a Class Action?

In a class action, people called “plaintiffs” or “class representatives” sue on behalf of other people who have similar claims. All of these people together are known as the “Class” or “Class Members,” and the Court must approve this procedure. When a class action is settled, the Court resolves the issues in the lawsuit for all Class Members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in Question 19 below.

6. Why is there a Settlement?

Both sides in the lawsuit agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement provides benefits to Class Members in exchange for releasing Toyota from liability. The Settlement does not mean that Toyota broke any laws or did anything wrong, and the Court did not decide which side was right. Plaintiffs and the lawyers representing the Class believe that the Settlement is in the best interests of all Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth in greater detail the rights and obligations of the parties. To access the Settlement Agreement and other important case documents, please visit www.ToyotaCaliforniaHVACSettlement.com.

B. WHO IS IN THE SETTLEMENT

7. Am I included in the Settlement?

You are included in the Class if you are an individual who reside(d) in California and own, lease, or previously owned or leased a Subject Vehicle (as defined in Question 4 above) as of **May 31, 2024**.

To check whether you have a Subject Vehicle, please enter your Vehicle Identification Number in the VIN lookup tool available at www.ToyotaCaliforniaHVACSettlement.com.

8. Is anyone excluded from the Settlement?

The following entities and individuals are **excluded** from the Class:

- Toyota, its officers, directors, employees, and outside counsel; its affiliates and affiliates’ officers, directors, and employees; its distributors and distributors’ officers and directors, and Toyota’s Dealers and their officers and directors;
- Class Counsel and their employees;
- Judicial officers and their immediate family members and associated court staff assigned to this case; and
- Persons who timely and properly exclude themselves from the Class.

For more information, please review the Settlement Agreement available at www.ToyotaCaliforniaHVACSettlement.com.

9. I am not sure if I am included in the Settlement. How do I obtain more information?

If you are not sure whether you are included in the Class, you may contact the Settlement Notice Administrator at **1-888-907-6966** or visit **www.ToyotaCaliforniaHVACSettlement.com**, which contains further information and a VIN lookup tool to determine if your vehicle is part of the Class.

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

C. THE SETTLEMENT BENEFITS —WHAT YOU GET AND HOW TO GET IT

10. What does the Settlement provide?

If the Court grants final approval of the Settlement, Plaintiffs and Toyota have agreed that Toyota will provide Class Members with the following benefits:

- Reimbursement for certain reasonable out-of-pocket expenses incurred on or before **May 31, 2024** (described in Question 11 below); and
- Up to \$100 reimbursement for certain reasonable out-of-pocket expenses incurred after **May 31, 2024** (described in Question 11 below).

To receive the compensation benefits, you must submit your claim(s) by certain deadlines (described in Questions 11 and 15 below). If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

11. How does the Out-of-Pocket Reimbursement Program work?

If you own or lease or previously owned or leased a model year 2012 to 2015 Toyota Camry XV50 vehicle in California before **May 31, 2024**, you may seek reimbursement for certain reasonable, unreimbursed out-of-pocket expenses that you incurred or will incur, as follows:

- **FOR OUT-OF-POCKET EXPENSES INCURRED ON OR BEFORE MAY 31, 2024:** (a) Out-of-pocket expenses to replace and install a charcoal filter in a Subject Vehicle; and (b) Out-of-pocket expenses related to the evaporator being flushed on a Subject Vehicle.
- **UP TO \$100 FOR OUT-OF-POCKET EXPENSES INCURRED AFTER MAY 31, 2024:** Out-of-pocket expenses to replace and install a charcoal filter in a Subject Vehicle.

You must submit a Claim by a certain deadline to seek reimbursement for the above reasonable out-of-pocket expenses:

- Claims relating to expenses incurred on or before **May 31, 2024**, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator by **May 31, 2025**.
- For Claims related to expenses incurred after **May 31, 2024**:
 - For model year 2014-2015 Subject Vehicles, claims for out-of-pocket expenses incurred after **May 31, 2024**, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by **May 31, 2026**.
 - For model year 2012-2013 Subject Vehicles, claims for out-of-pocket expenses incurred after **May 31, 2024**, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by **May 31, 2025**.

After you submit your Claim, the court-appointed Settlement Claims Administrator will review your claim materials to verify your out-of-pocket expenses and determine the reimbursement payment you will be eligible to receive. The Settlement Claims Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses shall be final and not appealable. However, Toyota has the discretion to decide to approve Claims without review by the Settlement Claims Administrator; and Class Counsel and Toyota's Counsel may meet and confer to resolve any denied Claims.

For more information about how to submit a claim, please review Question 12 below.

12. How do I submit my claim for out-of-pocket expenses?

The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses, such as a receipt or invoice. To submit your claim, please visit www.ToyotaCaliforniaHVACSettlement.com, input your Vehicle Identification Number (VIN), and fill out the Claim Form and submit supporting documentation.

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print forms from the Settlement website or request a hardcopy form be mailed to you by calling **1-888-907-6966**. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: www.ToyotaCaliforniaHVACSettlement.com

OR

Submit claims via mail:

Salas v. Toyota Settlement
Settlement Notice Administrator
PO Box 2682
Portland, OR 97208-2682

13. When will my claim for out-of-pocket expenses be paid?

The Settlement Claims Administrator will begin issuing payments on a rolling basis within 90 days after the Court grants final approval of the Settlement and any appeals of that final approval order are resolved in favor of the Settlement. Payments will continue on a rolling basis as claims are submitted and approved. Please check www.ToyotaCaliforniaHVACSettlement.com for updates on Settlement payments.

14. I have multiple Subject Vehicles. How many Claims for out-of-pocket expenses may I submit?

For each Subject Vehicle you own(ed) or lease(d), you may submit one Claim for out-of-pocket expenses incurred on or before **May 31, 2024**, and one Claim for out-of-pocket expenses incurred after **May 31, 2024**. However, the out-of-pocket expenses for which you are making a claim for reimbursement cannot be duplicative. For example, if you have two Subject Vehicles you may submit separate claims for the expenses you incurred for each vehicle, but you may not seek reimbursement twice for the same out-of-pocket expense.

15. When is the Deadline for the Out-of-Pocket Claims Process?

Class Members may only submit one Claim Form for reimbursement of out-of-pocket expenses incurred on or before **May 31, 2024**, and one Claim Form for reimbursement of out-of-pocket expenses incurred after **May 31, 2024**.

The deadlines for Claim Form submission are as follows:

- For Claims related to expenses incurred on or before **May 31, 2024**, Claims must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator by **May 31, 2025**.
- For Claims related to expenses incurred after **May 31, 2024**:
 - For model year 2014-2015 Subject Vehicles, claims for out-of-pocket expenses incurred after **May 31, 2024**, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by **May 31, 2026**.

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

- For model year 2012-2013 Subject Vehicles, claims for out-of-pocket expenses incurred after **May 31, 2024**, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by **May 31, 2025**.

Please check www.ToyotaCaliforniaHVACSettlement.com for updates.

16. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final and you do not exclude yourself, you will release Toyota and the Released Parties from liability and will not be able to sue Toyota about the issues in the lawsuit.

Under the Settlement, you are not releasing any claims for personal injury, wrongful death, or physical property damage from the Subject Vehicle.

The Settlement Agreement at Section VII and Appendix A of this Long Form Notice describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.ToyotaCaliforniaHVACSettlement.com. You can talk to one of the lawyers listed in Question 20 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

17. If I exclude myself, can I get anything from this Settlement?

If you wish to keep the right to sue or continue to sue Toyota over the legal issues in this lawsuit, then you must take steps to exclude yourself from the Settlement. This is also known as “opting out” of the Class.

If you exclude yourself, you will not receive any Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you also cannot object to the Settlement because you will no longer be part of the Class.

18. If I exclude myself, can I sue later?

If you timely and properly request exclusion from the Settlement, you will not release your claims resolved under the Settlement and will retain the right to sue Toyota about the issues in this lawsuit.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a written request stating that you want to be excluded from the Settlement. Your written request must include:

- Your name, address, telephone number, and e-mail address, if available;
- The VIN(s) of the Subject Vehicle(s) forming the basis of your inclusion in the Class;
- The date(s) of purchase or lease of any such Subject Vehicle(s);
- A statement indicating your request to be excluded from the Class; and
- Your handwritten signature (an electronic signature is insufficient).

You cannot ask to be excluded over the phone or at the Settlement website. You **must** mail your letter with your exclusion request postmarked no later than **September 30, 2024**, to:

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

Salas v. Toyota Settlement
Settlement Notice Administrator
PO Box 2682
Portland, OR 97208-2682

Your letter with your exclusion request must be postmarked no later than **September 30, 2024**, to be considered by the Court. The deadlines found in this notice may be changed by the Court. Please check www.ToyotaCaliforniaHVACSettlement.com regularly for updates regarding the settlement.

E. THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers from the law firms Capstone Law APC and Kiesel Law LLP to represent you and other Class Members. These lawyers are called “Class Counsel.” Their contact information is as follows:

Tarek Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Tel.: (310) 556-4811
Email: tarek.zohdy@capstonelawyers.com

Paul Kiesel
Kiesel Law LLP
8648 Wilshire Blvd.
Beverly Hills, CA 90211
Tel.: (310) 854-4444
Email: kiesel@kiesel.law

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

21. How will the lawyers be paid?

Class Counsel will ask the Court to award the attorneys representing the Class fees up to \$4.1 million and litigation expenses up to \$350,000 to compensate them for their work litigating this case and securing this Settlement for the Class. Class Counsel will also ask the Court to award each of the Plaintiffs a service award of up to \$7,500 for their work in this litigation.

The Court must approve Class Counsel’s requests for fees, expenses, and Plaintiff service awards, before it is paid by Toyota. Class Counsel will submit their request by September 1, 2024, and that document will be available at www.ToyotaCaliforniaHVACSettlement.com shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the request for attorneys’ fees and expenses and Plaintiff service awards, as explained further in Question 22.

Please check www.ToyotaCaliforniaHVACSettlement.com regularly for updates regarding Class Counsel’s request for attorneys’ fees and expenses.

F. OBJECTING TO THE SETTLEMENT

22. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. To comment on or to object to the Settlement or to Class Counsel’s request for Attorneys’ Fees, Costs, and Expenses, and the request for Plaintiff service awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name “*Alfred Salas et al. v. Toyota Motor Sales, U.S.A., Inc.*”;

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

- Your name, actual address, and telephone number;
- The VIN(s) of your Subject Vehicle(s);
- The date(s) of purchase or lease of any such Subject Vehicle(s);
- A written statement of your objections. Your objection must also state whether it applies only to you, to a specific subset of the Class, or to the entire Class, and state with specificity the grounds for the objection. The statement must also indicate whether you are represented by a lawyer in submitting your objection;
- Your handwritten signature (an electronic signature is insufficient); and
- Any documents supporting your objection must also be attached to the objection.

If an objection is made through a lawyer, the objection must also include (in addition to the above items):

- The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection;
- The caption of each case in which the objector has made such objection; and
- A statement of the nature of the objection.

The lawyer(s) asserting the objection must also:

- File a notice of appearance with the Court before the deadline to submit objections;
- File a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed, and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and
- Comply with the written objection requirements described in Section VI.A. of the Settlement Agreement.

You must deliver your written objection to Class Counsel and to Toyota’s Counsel, and file with the Court, on or before **September 30, 2024**:

Court	Class Counsel	Toyota’s Counsel
Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. First Street Courtroom 5B Los Angeles, CA 90012	Paul Kiesel Kiesel Law LLP 8648 Wilshire Blvd. Beverly Hills, CA 90211 Tarek H. Zohdy Capstone Law APC 1875 Century Park East, Suite 1000 Los Angeles, CA 90067	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas 34th Floor New York, NY 10036

If you intend to appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, you or your attorney(s) who intend to appear must also deliver a notice of intention to appear to Class Counsel and to Toyota’s Counsel at the addresses listed above, and file that notice with the Court **by September 30, 2024**. See Question 25 for more information.

23. What is the difference between objecting and excluding yourself?

Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any benefits under the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the Settlement, the requested fees, costs, and expenses, and/or Plaintiff service awards. You may object only if you stay in the Class. If you make an objection, you must still submit a claim to receive compensation under the Settlement.

G. THE COURT'S FAIRNESS HEARING

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

The Court will hold the final approval or “Fairness Hearing” on **October 30, 2024, at 10:00 a.m. PDT**, at the United States District Courthouse, Central District of California, First Street Courthouse, 350 W. First Street, Courtroom 5B, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys’ fees and expenses, and the request for Plaintiff service awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see* Questions 25-26 below). The Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing you and the Class. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website for further updates.

25. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see* Question 26 below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

26. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court a written notice of your intent to appear by **September 30, 2024**, and send a copy of that notice to Class Counsel and to Toyota’s Counsel at the addresses listed in Question 22 above.

Anyone who has requested permission to speak must be present at the start of the Fairness Hearing on **October 30, 2024, at 10:00 a.m. PDT**. The Court may reschedule the Fairness Hearing, so check the Settlement website for further updates.

H. GETTING MORE INFORMATION

27. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the Settlement at www.ToyotaCaliforniaHVACSettlement.com. You can also call the toll-free number, 1-888-907-6966 or write the Settlement Notice Administrator at:

Salas v. Toyota Settlement
Settlement Notice Administrator
PO Box 2682
Portland, OR 97208-2682

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com

Appendix A – Section VII from the Settlement Agreement – Release and Waiver

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the Settlement Agreement, Plaintiffs, and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all federal, California and/or political subdivision of California claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind and/or type that were alleged in the Action, or could have been alleged based on the facts alleged in the Action, including, but not limited to, injunctive or declaratory relief, compensatory, exemplary, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, based on federal, California or political subdivision of California law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of California's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of California Civil Code Sections 1750, *et seq.* ("the Consumer Legal Remedies Act"), the Song-Beverly Consumer Protection Act (including, but not limited to, California Civil Code Sections 1791, *et seq.*), California Business and Professions Code Sections 17200, *et seq.* ("the Unfair Competition Law"), California Business and Professions Code Sections 17500, *et seq.* ("the False Advertising Law"), the Racketeer Influenced and Corrupt Organizations Act at 18 U.S.C. Sections 1962, *et seq.*, or the Magnuson-Moss Warranty Act at 15 U.S.C. Sections 2301, *et seq.*, or other claims, in law or equity, arising from, related to the facts alleged in the Action, the Class Action Complaint, or any amendments of the Class Action Complaint pertaining to the Subject Vehicles' HVAC System ("Released Claims");

C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released encompassed in the Released Claims in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and/or Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle.

E. The Final Approval Order will reflect the terms of this Release.

F. Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise 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 pertaining to the Subject Vehicles' HVAC System, excluding claims for personal injury, wrongful death, or physical property damage from the Subject Vehicle.

G. In connection with this Agreement, Plaintiffs, on behalf of themselves and Class Members, acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Plaintiffs on behalf of themselves and Class Members that in executing this Agreement to fully, finally and forever settle, release, discharge, acquit and hold harmless the Released Parties relating thereto as to claims which exist, hereafter may exist, or might have existed (whether or not previously or

currently asserted in any action or proceeding) with respect to the Action and pertaining to the Subject Vehicles' HVAC System, except as otherwise stated in this Agreement.

H. Plaintiffs and Class Members expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment 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 RELEASE PARTY.

Plaintiffs and Class Members 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 Civil Code of the State of California, 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. Notwithstanding Class Members' express waiver of any rights conferred under Section 1542 of the Civil Code of the State of California with respect to the Released Claims, the release of the Class Members' claims is limited to claims arising from and related to the facts alleged in the Action, the Class Action Complaint, or any amendments of the Class Action Complaint pertaining to the Subject Vehicles' HVAC Systems.

I. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Plaintiffs 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 Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action.

J. This Release covers any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees and/or costs incurred by Plaintiffs or Class Members for any claim released by the Released Claims.

K. Class Counsel and any other attorneys authorized by Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

L. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements.

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. Plaintiffs 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 Approval Order and Final Judgment entered by the Court.

Questions? Call 1-888-907-6966 or visit www.ToyotaCaliforniaHVACSettlement.com