IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

IN RE: TOYOTA MOTOR CORP. UNINTENDED ACCELERATION MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION This Document Relates to: ALL ECONOMIC LOSS ACTIONS	**Case No. 8:10ML2151 JVS (FMOx)**

SETTLEMENT AGREEMENT

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WHEREAS, on November 5, 2009, Seong Bae Choi filed a class action complaint in *Seong Bae Choi, et al. v. Toyota Motor Corp., et al.*, No. 2:09-8143 (C.D. Cal.), alleging, among other things, that Toyota (as defined below) designed, manufactured, distributed, advertised and sold certain automobiles containing an alleged defect that allegedly would allow sudden unintended acceleration of the vehicle to occur and that the plaintiff sustained economic losses as a result thereof;

WHEREAS, the *Seong Bae Choi, et al.* action was subsequently consolidated for pretrial proceedings with additional economic loss class and individual actions alleging similar or identical claims in *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, No. 8:10ML2151 JVS (FMOx) (C.D. Cal.) (MDL 2151), pending before the Honorable Judge James V. Selna in the United States District Court for the Central District of California;

WHEREAS, on May 14, 2010, the Court entered Order No. 2, which designated Steve W. Berman of Hagens Berman, Frank M. Pitre of Cotchett, Pitre & McCarthy, L.L.P., and Marc M. Seltzer of Susman Godfrey L.L.P. as co-lead counsel in the economic loss class actions;

WHEREAS, on November 17, 2010, the Court entered Order No. 10: Effect of Amended Master Consolidated Complaint, which held that the consolidated complaint "amends and supersedes all economic loss actions in this docket [and] all parties not named and all theories not asserted in the [consolidated complaint] are dismissed without prejudice from the economic loss actions";

WHEREAS, plaintiffs filed an Economic Loss Master Consolidated Complaint on August 2, 2010, filed an Amended Economic Loss Master Consolidated Complaint on October 27, 2010, filed a Second Amended Economic Loss Master Consolidated Complaint on January

10, 2011, and filed a Third Amended Economic Loss Master Consolidated Complaint on June 4, 2012;

WHEREAS, on July 25, 2012 Plaintiffs (as defined below) filed an Operative Third Amended Economic Loss Master Consolidated Complaint (defined below as the "TAMCC");

WHEREAS, as a result of extensive arm's length negotiations, including numerous mediation sessions before Settlement Special Master Patrick A. Juneau, Class Representatives, Plaintiffs' Class Counsel (all terms as defined below) and Toyota have entered into this Agreement;

WHEREAS, Plaintiffs' Class Counsel and other counsel who have appeared in these Actions (as defined below), 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 Agreement as set forth below, which, in the view of the Class Representatives and Plaintiffs' Class Counsel, is designed for the purpose of putting to rest all controversies with Toyota that were or could have been alleged, and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Plaintiffs, 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 Plaintiffs, Class Representatives, the Class and/or the Actions that were or could have been alleged, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

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

WHEREAS, it is agreed that this 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 (as defined below), or of the truth or validity of any of the claims that plaintiffs have asserted;

NOW, THEREFORE, without any admission or concession by Class Representatives or Plaintiffs' 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 the final approval of the Court, Plaintiffs, Plaintiffs' Class Counsel, Class Representatives and Toyota agree as follows:

I. DEFINITIONS

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

1. "Accelerator Pedal Assembly" means the two accelerator pedal position sensors which communicate with the ECM to provide information about the position of the accelerator pedal. This information is utilized by the ECM to continuously calculate the throttle position. For linked ETCS models, the two accelerator pedal position sensors are located on the throttle body, not within the pedal assembly itself.

2. "Action" or "Actions" means all economic loss class, mass and individual actions, however denominated, that are consolidated for pretrial proceedings in the United States District Court for the Central District of California in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:10ML2151 JVS (FMOx), which are listed in Exhibit 1 hereto.

3. "Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the "Settlement").

4. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys representing plaintiffs who claim to have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Actions and the Settlement, as described in Section VII of this Agreement.

5. "Allocation Counsel" means Ben Bailey, Jane Conroy and Mike Kelly, who have been appointed by Plaintiffs' Class Counsel to serve as separate counsel to negotiate among themselves, under the supervision of the Settlement Special Master, the parameters for distribution of certain of the consideration set forth herein pursuant to Section II(A).

6. "BOS" means a brake override system.

7. "BOS-Eligible Vehicles" means those Subject Vehicles that are eligible to receive the benefit described in Section II(A)(3), specifically all non-hybrid Subject Vehicles that have been the subject of Floor Mat Entrapment Recalls and those Subject Vehicles for which Toyota previously offered the installation of BOS and that have not yet received BOS, a list of which is attached hereto as Exhibit 11.

8. "Claim" means the claim of a Class Member or his or her or its representative submitted on a Claim Form as provided in this Agreement.

9. "Claimant" means a Class Member who has submitted a Claim.

10. "Claim Forms" mean the documents, in substantially the same form as Exhibits 2 and 3 attached to this Agreement.

11. "Claim Period" means the time period in which Class Members may submit a Claim Form for review to the Class Action Settlement Administrator. The Claim Period shall run for approximately 150 days from the date of the first dissemination of the Summary Settlement Notice or Short Form Notices. The expiration of the Claim Period shall be specified in the Summary Settlement Notice, Short Form Notices and on the Settlement website.

12. "Claim Process" or "Claim Review Protocol" means the process for submitting and reviewing Claims described in this Agreement and in Exhibit 14 to this Agreement.

13. "Class" means, for settlement purposes only, all persons, entities or organizations who, at any time as of or before the entry of the Preliminary Approval Order, own or owned, purchase(d), lease(d) and/or insure(d) the residual value, as a Residual Value Insurer, of Subject Vehicles equipped or installed with an ETCS (as listed in Exhibit 10) 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, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Class Counsel, Allocation Counsel and their employees; (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 Agreement.

14. "Class Action Settlement Administrator" means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Claims and settlement requirements of this Agreement, subject to the Court's approval. The Parties agree that Gilardi & Company, LLC shall serve as Class Action Settlement Administrator, subject to approval by the Court.

15. "Class Member" means a member of the Class.

16. "Class Notice" means the notice program described in Section III.

17. "Class Representatives" means Karina Brazdys, John Moscicki, Dale Baldisseri, Peggie Perkin, Kathleen Atwater, Georgann Whelan, Ann Fleming-Weaver, Nancy Seamons, Linda Savoy, Donald Graham, Shirley Ward, John and Mary Ann Laidlaw, Judy Veitz, Victoria and Barry Karlin, Elizabeth Van Zyl, Green Spot Motors Co., Deluxe Holdings Inc. and Auto Lenders Liquidation Center, Inc.

18. "Court" means the United States District Court for the Central District of California.

19. "Cruise Control Switch" means the switch that acts to turn on, off, set, cancel and resume cruise control.

20. "Engine Control Module" or "ECM" means the computer with software and hardware that controls the engine and contains diagnostic logic to validate continuously the throttle position as received from the accelerator pedal position sensors.

21. "Escrow Agent" means the agreed-upon entity to address and hold for distribution the funds identified in this Agreement pursuant to the terms of an Escrow Agreement.

22. "Escrow Account" means the custodial or investment account administered by the Class Action Settlement Administrator in which the funds to be deposited will be held, invested, administered, and disbursed pursuant to this Agreement and an Escrow Agreement.

23. "Escrow Agreement" means the agreement by and among Plaintiffs' Class Counsel, Toyota's Negotiating Counsel and the Class Action Settlement Administrator with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Agreement.

24. "ETCS" means the various electronic throttle control systems in the Subject Vehicles.

25. "Fairness Hearing" means the hearing for the purposes of the Court determining whether to approve this Agreement as fair, reasonable, and adequate.

26. "Final Effective Date" means the latest date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this 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. if Plaintiffs' Class Counsel and Toyota agree in writing, the "Final Effective Date" can occur on any other agreed date.

27. "Final Judgment" means the Court's final judgment as described in Section VIII of this Agreement, which is to be substantially in the form attached hereto as Exhibit 6.

28. "Final Order" means the Court's order approving the Settlement and this Agreement, as described in Section VIII of this Agreement, which is to be substantially in the form attached hereto as Exhibit 5.

29. "Floor Mat Entrapment Recalls" mean the recalls that were assigned the following numbers by the National Highway Traffic Safety Administration ("NHTSA"): 09V-388, 10V-023, 11V-113, 12V-305.

30. "Long Form Notice" means the Long Form Notice substantially in the form attached hereto as Exhibit 4.

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

32. "Parts Protection Logic" means a system on hybrid Subject Vehicles that, among other things, performs a similar function as BOS.

33. "Plaintiffs" mean Kathleen Atwater, Dale Baldisseri, Karina Brazdys, Joseph Hauter, Aly A. and Lucinda K. Mahmoud, John Moscicki, Peggie Perkin, Thomas F. and Catherine A Roe, Janette and Tully Seymour, Linda Tang, Israel Flor, Charles Henry, Linda Savoy, Elizabeth I. Van Zyl, Charmayne Bennett, Rocco and Birdie Doino, John and Mary Ann Laidlaw, Judy Veitz, Adam Aleszczyk, Kathleen Allen, Jude Anheluk, Joel and Lucy Barker,

Richard Benjamin, Albert and Wanda Bosse, Rich and Jan Bowling, Brandon Bowron, Vanessa Bozeman, Ebony Brown, Deshawna Carter, David and Arlene Caylor, Susan Chambers, Joseph John Chant, Demetra Christopher, Maria Cisneros, Donna Cramer, Walter Crigler, Gary Davis, Hal Farrington, Carole Fisher, Maureen Fitzgerald, Ann Fleming-Weaver, John Geddis, Susan Gonalez, Donald Graham, Douglas Guilbert, Matthew Heidenreich, Jeremy Henson, Connie A. Kamphaus, Victoria and Barry Karlin, William and Darlene Kleinfeldt, Richard and Elise Kuhner, Monica Lowe, Priscilla Manarino-Leggett, Patrick Mann, Katherine Musgrave, Robert Navarro, Carl Nyquist, Alyson Oliver, Karen Pedigo, Roland Pippin, Bianca and Steven Prade, George D. Radmall, Randee Romaner, Barbara J. Saunders, Keith Sealing, Nancy Seamons, Richard Swalm, Jane Taylor, Frank Visconi, Shirley Ward, Ted M. Wedul, Dana C. and Douglas W. Weller, Georgeann Whelan, Richard Wolf, Carole R. Young, G&M Motors, Inc., Green Spot Motors Co., Jerry Baker Auto Sales, LLC, Auto Lenders Liquidation Center, Inc. and Deluxe Holdings, Inc.

34. "Plaintiffs' Class Counsel" means counsel for plaintiffs in the Actions, who are: Steve W. Berman, of Hagens Berman Sobol Shapiro LLP; Frank M. Pitre, of Cotchett, Pitre & McCarthy, LLP, Marc M. Seltzer, of Susman Godfrey LLP.

35. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement as outlined in Section VIII of this Agreement and to be substantially in the form attached hereto as Exhibit 7.

36. "Release" means the release and waiver set forth in Section VI of this Agreement and in the Final Order and Final Judgment.

37. "Released Parties" or "Released Party" means Toyota, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-

ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

38. "Residual Value Insurer or Guarantor" means an insurance provider or guarantor, which, by contract or other instrument, assumed the risk of the residual value of a leased Subject Vehicle.

39. "Settlement Notice Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Summary Settlement Notice and consult on Class Notice. The Parties agree that Kinsella Media, LLC shall serve as Settlement Notice Administrator, subject to approval by the Court.

40. "Settlement Special Master" means Patrick A. Juneau, who was appointed by United States District Judge James V. Selna of the United States District Court for the Central District of California, on April 26, 2012, pursuant to Order No. 19 (Case No. 8:10ML2151, Docket # 2462) to serve as Special Master to administer, coordinate and preside over settlement-related proceedings.

41. "Short Form Notices" means the Short Form Notices substantially in the form as attached hereto as Exhibit 12 and 13.

42. "Stop Lamp Switch" means the switch that activates brake lights and informs the ECM when the brake pedal is depressed. This information is also used by the ECM for cruise control operation and BOS operation.

43. "Subject Vehicles" means those Toyota, Lexus and Scion vehicles that are listed in Exhibit 10.

44. "Summary Settlement Notice" means the publication notice substantially in the form as attached hereto as Exhibit 8.

45. "TAMCC" means the Operative Third Amended Economic Loss Master Consolidated Complaint filed in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:10ML2151 JVS (FMOx) on July 25, 2012.

46. "Throttle Body Assembly" means the system that controls the amount of air entering the engine. It contains a throttle control motor and two throttle position sensors.

47. "Toyota" means Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.

48. "Toyota Dealers" means authorized Toyota, Lexus and/or Scion dealers.

49. "Toyota's Negotiating Counsel" means John P. Hooper of Reed Smith LLP and J. Gordon Cooney, Jr. of Morgan Lewis & Bockius LLP.

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

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

II. SETTLEMENT RELIEF

A. Relief Provided to Eligible Class Members

In consideration for the dismissal of the Actions with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Toyota agrees to provide the following:

1. Qualified Settlement Fund – The Parties shall move the Court to establish and create a Qualified Settlement Fund, pursuant to Internal Revenue Code § 468B and the Regulations issued thereto. All payments to be made by Toyota pursuant to Sections II(A)(2), (4) and (6) shall be made by wire transfer into an Escrow Account, including subaccounts for each of the three funds described in these Sections, as warranted, established and controlled consistent with and pursuant to an Escrow Agreement at a mutually-agreed upon bank. The Escrow Agent shall invest the payments in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in a fully United States Government-insured account, and shall collect and reinvest any and all interest accrued thereon, if applicable, unless interest rates are such that they would effectively preclude investment in interest-bearing instruments as defined herein. All (i) taxes on the income of the Escrow Account and (ii) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) (collectively, "Taxes") shall be timely paid out of the Escrow Account without prior Order of the Court. The Parties agree that the Escrow Agent shall be responsible for filing tax returns for the Qualified Settlement Fund and paying from the Escrow Account any Taxes owed with respect to the Qualified Settlement Fund. The Parties hereto agree that the Account shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Account as a Qualified Settlement Fund from the earliest date possible. The Escrow Account shall be initially comprised of three separate funds which shall together constitute a single Qualified Settlement Fund. The funds will be separated as further set forth in Sections II(A)(2), (4) and (6), below.

2. Cash Payment For Alleged Diminished Value – Within 30 days of the Final Effective Date, Toyota will deposit into the Escrow Account the sum of $250,000,000. Class Members are eligible to submit Claims for payment under this Section II(A)(2) if they comply with the Claims requirements of the Settlement and demonstrate in their Claim Forms that they: (a) sold or traded in an owned Subject Vehicle during the period from September 1, 2009 to December 31, 2010, inclusive; (b) returned a leased Subject Vehicle before the lease termination date during the period from September 1, 2009 to December 31, 2010, inclusive; (c) insured and/or guaranteed the residual value of a Subject Vehicle as of September 1, 2009, and with respect to such Subject Vehicle, thereafter either made payment to an insured, or sold the Subject Vehicle, provided such payment or sale was made by a Residual Value Insurer on or before December 31, 2010; (d) returned a leased Subject Vehicle before the lease termination date, after having reported an alleged unintended acceleration event(s) (as defined in the attached Claim Form) to Toyota, a Toyota Dealer or NHTSA before December 1, 2012; or (e) owned a Subject Vehicle that was declared a total loss by an insurer during the period from September 1, 2009 to December 31, 2010, inclusive. In no event shall a Class Member receive more than one payment per each Subject Vehicle from the fund under this Section II(A)(2). For ease of reference, this fund shall be called the "Alleged Diminished Value Fund."

a. Allocation Counsel have negotiated among themselves, under the supervision of the Settlement Special Master, a plan of allocation of this fund among eligible Class Members so that those parameters can be described as part of notice to the class. The plan of allocation is attached hereto as Exhibit 16.

b. In the event that the total allocation to eligible Class Members pursuant to this Section II(A)(2) exceeds the amount of money available in each fund set forth

in Section II(A)(2), payments to eligible Class Members will be reduced pro rata.

c. If amounts remain in this fund after payment to all eligible Class Members based on the protocol discussed in this Section II(A)(2) following the expiration of the Claim Period, then the remaining amounts will be distributed by the Escrow Agent equally to: (i) reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor; and (ii) contribute to the the Automobile Safety and Education Program fund described in Section II(A)(6), below. If the administrative and/or notice costs are fully reimbursed, 100% of the further remaining amounts will be applied to contribute to the the Automobile Safety and Education Program fund described in Section II(A)(6), below.

3. BOS for BOS-Eligible Vehicles – Class Members who, as of the date the Preliminary Approval Order is entered, own or lease BOS-Eligible Vehicles as listed in Exhibit 11 may have BOS installed by Toyota at Toyota Dealers at no cost and which option shall be transferable with the Subject Vehicle. It is estimated that over 2.7 million Subject Vehicles are eligible for BOS pursuant to this Section, which Subject Vehicles have not previously been offered BOS. The Vehicle Identification Numbers ("VINs") for all eligible Subject Vehicles shall be identified in Toyota's systems so that an eligible Subject Vehicle taken to Toyota Dealers can be identified and have BOS installed. Toyota will begin to offer this benefit over time, beginning after entry of the Final Order and Final Judgment by the Court, and will be provided for two years from the date Toyota gives notice on the Settlement website that BOS is

available for that Subject Vehicle. Toyota already has offered the installation of BOS with respect to certain vehicle models, and pursuant to this Agreement, Toyota will continue to offer to install BOS on those BOS-Eligible Vehicles that have not yet received BOS and Toyota shall send those Class Members a reminder of this benefit.[1] Beginning in 2010, Toyota offered BOS to approximately 3.2 million Subject Vehicles: as of December 6, 2012, approximately 2.65 million Subject Vehicles have already received BOS and approximately 550,000 Subject Vehicles have not yet received BOS. In addition, hybrid Subject Vehicles already have Parts Protection Logic that, among other things, performs a similar function as BOS. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for this benefit.

4. Cash Payment in Lieu of BOS – Within 30 days of the Final Effective Date, Toyota will deposit into the Escrow Account the sum of $250,000,000. Class Members who own or lease a Subject Vehicle as of the date the Preliminary Approval Order is entered, are eligible to make a claim for payment under this Section II(A)(4) if they comply with the Claims requirements of the Settlement, unless: (a) their Subject Vehicle is a hybrid vehicle; (b) they already actually received BOS on their Subject Vehicle; and/or (c) they are eligible to receive BOS on their Subject Vehicle as described in Section II(A)(3).

a. Allocation Counsel have negotiated among themselves, under the supervision of the Settlement Special Master, a plan of allocation of this fund among Class Members so that those parameters can be described as part of notice to the class. The plan of allocation is attached hereto as Exhibit 16.

[1] Toyota will continue to install BOS on Sequoia vehicles that have not yet received BOS, up to the end-date of the current Sequoia limited service campaign of October 31, 2013.

b. In the event that total payments to eligible Class Members exceed the amount of money available in each fund set forth in Section II(A)(4), payments to eligible Class Members will be reduced pro rata.

c. If amounts remain in this fund after payment to all eligible Class Members based on the protocol discussed in this Section II(A)(4) following the expiration of the Claim Period, then the remaining amounts will be distributed by the Escrow Agent equally to: (i) reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor; and (ii) contribute to the Automobile Safety and Education Program described in Section II(A)(6), below. If the administrative and/or notice costs are fully reimbursed, 100% of the further remaining amounts will be applied to contribute to the Automobile Safety and Education Program fund described in Section II(A)(6), below.

5. Customer Support Program – Toyota will offer a Customer Support Program to all Class Members who own or lease their Subject Vehicles as of the date of entry of the Final Order and Final Judgment. The Customer Support Program will stand behind the reliability of the Subject Vehicles by providing prospective coverage for repairs and adjustments needed to correct defects, if any, in materials or workmanship in any of the following components in each Subject Vehicle following the date of Final Order and Final Judgment: (i) Engine Control Module; (ii) Cruise Control Switch; (iii) Accelerator Pedal Assembly; (iv) Stop Lamp Switch; and (v) Throttle Body Assembly. The duration of prospective coverage will begin following the date of Final Order and Final Judgment and will be calculated based on 10 years from the expiration of the existing warranty for each of these parts, with a maximum limit of 150,000

miles from the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator. Regardless of mileage or warranty expiration, each eligible Subject Vehicle will receive no less than 3 years of coverage from the date of Final Order and Final Judgment. It is estimated that approximately 16.3 million Subject Vehicles are eligible for this benefit. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for this benefit.

a. **Communication of the Customer Support Program** - The VIN numbers for the Subject Vehicles shall be identified in Toyota systems so that the eligible Subject Vehicles taken to Toyota Dealers can be identified. In addition, the Short Form Notice attached hereto as Exhibit 12 will include a tear-off portion that summarizes this benefit. The Settlement website will also include a copy of the summary.

6. Automobile Safety and Education Program – Within 30 days of the Final Effective Date, Toyota will contribute $30,000,000 to fund automobile safety research and education related to issues in the litigation. The fund will be divided between contributions to university-based automobile/transportation research institutes and an education/information program for automobile drivers. Additional funding for the Automobile Safety and Education Program fund may come from the remaining amounts pursuant to Sections II(A)(2) and II(A)(4), above. The mechanics of how these funds are to be used are set forth in the Automobile Safety and Education Program attached hereto as Exhibit 15.

B. <u>Claim Form Submission and Review</u>

1. In addition to the relief provided to Class Members identified above, the cost of Settlement notice and claims administration will be funded by Toyota with the potential for partial or complete reimbursement pursuant to Sections II(A)(2)(c) and II(A)(4)(c), above.

2. In order to be eligible for payment pursuant to Sections II(A)(2) and II(A)(4), Class Members must submit a Claim pursuant to the Claim Process during the Claim Period, and the Class Action Settlement Administrator shall review and evaluate the Claim. The Class Action Settlement Administrator shall administer the claim relief specified in this Settlement Agreement pursuant to the terms of the Claim Review Protocol, which is attached hereto as Exhibit 14. As part of the Claim Process, Class Members will be eligible for the relief provided in this Agreement, provided Class Members timely complete and submit the Claim Form to the Class Action Settlement Administrator. The Claim Forms will be included with the Long Form Notice and available on the Settlement website.

3. The Claim Forms shall advise Class Members that the Class Action Settlement Administrator has the right to request verification of eligibility, including verification of the purchase, ownership, lease or resale of Subject Vehicles. If the Class Member does not timely comply and/or is unable to timely produce documents to substantiate and/or verify the information on the Claim Forms and the Claim is otherwise not approved, the Claim shall be disqualified. In no event shall a Class Member or affiliate or representative of the Class Member receive more than one payment per Subject Vehicle.

4. The Class Action Settlement Administrator shall provide periodic updates at least every two weeks to the Parties regarding Claim Form submissions beginning not later than one week before the Fairness Hearing date and continuing on a monthly basis thereafter.

5. The Class Action Settlement Administrator shall use its best efforts to begin to pay timely, valid and approved Claims not before 180 days after the close of the Claim Period or the occurrence of the Final Effective Date, whichever is later. Not later than 270 days after either the occurrence of the Final Effective Date or the close of the Claim Period, whichever is later, the Class Action Settlement Administrator shall use its best efforts to have completed the payment to Class Members who have submitted timely, valid and approved Claims pursuant to the Claim Process. However, Toyota may, at its sole discretion, commence this payment period after final approval of the Settlement by the Court, but before the attainment of the Final Effective Date.

III. NOTICE TO THE CLASS

A. Components And Cost of Class Notice

Class Notice will be accomplished through a combination of the Short Form Notices, Summary Settlement Notice, notice through the Settlement website, Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the Settlement Notice Administrator (attached hereto as Exhibit 9), and this Agreement and in order to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

B. Short Form Notices

Beginning not later than March 1, 2013, the Class Action Settlement Administrator shall send the Short Form Notices, substantially in the form attached hereto as Exhibit 12 and 13, by U.S. Mail, proper postage prepaid, to current registered owners of Subject Vehicles and registered owners of Subject Vehicles during the period September 1, 2009 through December

31, 2010, as identified by data to be forwarded to the Class Action Settlement Administrator by R.L. Polk & Co. This will be done as part of efforts to notify Class Members who may be eligible for the cash payment from the Alleged Diminished Value Fund pursuant to Section II(A)(2) above. The Short Form Notices shall inform potential Class Members on how to obtain Long Form Notice via the Settlement website, via regular mail or via a toll-free telephone number, pursuant to Sections III(E) and III(F), below. In addition, the Class Action Settlement 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, as soon as practicable 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.

C. Summary Settlement Notice

Beginning approximately March 1, 2013, the Settlement Notice Administrator shall cause the publication of the Summary Settlement Notice as described in the Declaration of the Settlement Notice Administrator and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties. The form of Summary Settlement Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 8.

D. Internet Website

The Class Action Settlement Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court.

E. Long Form Notice

1. Contents of Long Form Notice.

The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 4, respectively, and shall advise Class Members of the following:

a. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions, the history of the litigation of the claims, the preliminary certification of the Class for settlement purposes, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to the Class and Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.

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

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

d. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts being sought by Plaintiffs' Class Counsel as Attorneys' Fees and Expenses and individual awards to the Plaintiffs and Class Representatives, and shall explain that Toyota will pay the fees and

expenses awarded to Plaintiffs' Class Counsel and individual awards to the Plaintiffs and Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement.

2. Claim Forms.

The Long Form Notice and Settlement website shall include the Claim Forms, which shall be in a form substantially similar to the documents attached to this Agreement as Exhibits 2 and 3 and which shall inform the Class Member that he or she must fully complete and timely return the Claim Form within the Claim Period to be eligible to obtain relief pursuant to this Agreement.

3. Dissemination of Long Form Notice.

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

F. Toll-Free Telephone Number

The Class Action Settlement Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members.

G. Internet Banner Notifications

The Publication Notice Administrator shall, pursuant to the Parties' agreement, establish banner notifications on the internet that will provide settlement-related information to Class Members and shall utilize additional internet-based notice efforts as to be agreed to by the Parties.

H. Class Action Fairness Act Notice

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

J. Duties of the Class Action Settlement Administrator and the Publication Notice Administrator

1. The Class Action Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Short Form Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Short Form Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Long Form Notice; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Plaintiffs' Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Plaintiffs' Class Counsel and/or Toyota's Negotiating Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; (k) fulfilling any escheatment obligations that may arise; and (l) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement. The Class Action Settlement Administrator shall also be responsible for, without limitation, implementing the terms of the Claim Process and related administrative activities.

2. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Summary Settlement Notice, establishing internet banner notifications and for

consulting on Class Notice. The Settlement Notice Administrator and/or the Class Action Settlement Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Agreement.

3. If the Class Action Settlement Administrator and/or the Settlement Notice Administrator make a material or fraudulent misrepresentation to, or conceal requested material information from, Plaintiffs' Class Counsel, Toyota or Toyota's Negotiating Counsel, then the Party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Class Action Settlement Administrator and/or the Settlement Notice Administrator, as applicable, immediately be replaced. If the Class Action Settlement Administrator and/or the Settlement Notice Administrator fail to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Class Action Settlement Administrator and/or the Settlement Notice Administrator. Under such circumstances, the other Party shall not unreasonably withhold consent to remove the Class Action Settlement Administrator and/or the Settlement Notice Administrator, but this event shall occur only after Toyota's Negotiating Counsel and Plaintiffs' Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Class Action Settlement Administrator and/or the Settlement Notice Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Court for resolution.

4. The Class Action Settlement Administrator and/or the Settlement Notice Administrator may retain one or more persons to assist in the completion of his or her responsibilities.

5. Not later than 10 days before the date of the Fairness Hearing, the Class Action Settlement Administrator shall file with the Court a list of those persons who have opted out or excluded themselves from the Settlement. The Settlement Notice Administrator shall file with the Court the details outlining the scope, method and results of the notice program.

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

K. Self-Identification

Because the vehicle registration records to be provided by R.L. Polk & Co. may not be fully accurate in all respects and may not identify every Class Member eligible to receive a payment under the Agreement, qualifying Class Members must complete and file a Claim Form (using the Claim Form attached as Exhibit 2 for claims filed under Section II(A)(2); and using the Claim Form attached as Exhibit 3 for claims filed under Section II(A)(4)), and provide necessary documentation identified in the Claim Form timely indicating that they wish to and are eligible to receive a payment pursuant to Sections II(A)(2) or II(A)(4).

IV. REQUESTS FOR EXCLUSION

A. Any potential Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Class Action Settlement Administrator at the address provided in the Long Form Notice, postmarked on a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Plaintiffs' Class Counsel and Toyota's

Negotiating Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Class Action Settlement 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 V.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in Section IV shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Actions, even if he, she or it has litigation pending or subsequently initiates litigation against Toyota relating to the claims and transactions released in the Actions. Toyota's Negotiating Counsel shall provide to the Class Action Settlement Administrator, within 20 days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Subject Vehicles and/or otherwise covered by the Release.

V. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to the Plaintiffs and/or the Class Representatives, must deliver to Plaintiffs' Class Counsel identified in the Class Notice and to Toyota's Negotiating Counsel, and file with the Court, on a date ordered by the Court a written statement of his or her objections. Any such objection shall include the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention, any evidence or other information the Class Member wishes to introduce in support of the objections, a statement of whether the Class Member intends to appear and argue at the Fairness Hearing, and the VINs of the Subject

Vehicle(s) to which the objection applies. Class Members may do so either on their own or through an attorney retained at their own expense. The objection must include proof that he or she falls within the definition of the Class.

B. Any Class Member who files and serves a written objection, as described in the preceding Section V(A), may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or awards to the individual Plaintiffs and/or the Class Representatives. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Plaintiffs' Class Counsel identified in the Class Notice and to Toyota's Negotiating Counsel, and file said notice with the Court, on a date ordered by the Court.

C. Any Class Member who fails to comply with the provisions of Sections V(A) and V(B) above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section V. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

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

as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Claim Forms and other requirements herein.

VI. RELEASE AND WAIVER

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

B. In consideration for the Settlement, Class Representatives, Plaintiffs 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 Actions, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles, any and all claims involving the ETCS, any and all claims of unintended acceleration in any manner that are, or could have been, defined, alleged or described in the Economic Loss Master Consolidated Complaint, the Amended Economic Loss Master Consolidated Complaint, the Second Amended Economic Loss Master Consolidated Complaint, the Third Amended Economic Loss Master Consolidated Complaint, the TAMCC, the Actions or any amendments of the Actions, including, but not limited to, the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles.

C. Notwithstanding the foregoing, Class Representatives, Plaintiffs and Class Members are not releasing claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle.

D. The Final Order and Final Judgment will reflect these terms.

E. Class Representatives, Plaintiffs 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.

F. Class Representatives, Plaintiffs 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.

G. In connection with this Agreement, Class Representatives, Plaintiffs 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 Actions and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel and Class Members in executing this Agreement fully, finally and forever to 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 Actions, except as otherwise stated in this Agreement.

H. Class Representatives expressly understand and acknowledge, and all Class Representatives, Plaintiffs and Class Members will be deemed by the Final 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Class Representatives, 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 California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this 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 Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner 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 Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

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

K. In consideration for the Settlement, 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 Approval Order shall have, released Plaintiffs' Class Counsel and each current and former Plaintiffs and Class Representatives from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

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

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

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

O. Class Representatives and Plaintiffs' 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 Order and Final Judgment entered by the Court.

VII. ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AND CLASS REPRESENTATIVE AWARDS

A. After agreeing to the principal terms set forth in this Settlement Agreement, Plaintiffs' Class Counsel and Toyota's Negotiating Counsel negotiated the amount of Attorneys' Fees and Expenses that, following application to the Court and subject to Court approval, would be paid as the fee award and costs award to plaintiffs' counsel. As a result of negotiations, Plaintiffs' Class Counsel agrees to make on behalf of all plaintiffs' counsel, and Toyota agrees

not to oppose, an application for an award of Attorneys' Fees and Expenses in the Actions in the amount of $200 million in fees, plus up to an additional $27 million in expenses incurred prior to the Fairness Hearing in the Actions. This award shall be the sole compensation paid by Toyota for all plaintiffs' counsel in the Actions and/or for work incurred that inured to the benefit of the Class.

B. Toyota shall pay to Plaintiffs' Class Counsel the entire Attorneys' Fees and Expenses awarded by the Court not later than 30 days after the later of the Final Effective Date or the expiration of any appeal period or the resolution of any and all appeals relating to the Attorneys' Fees and Expenses award or incentive awards. The Attorneys' Fees and Expenses awarded by the Court and payable to Plaintiffs' Class Counsel shall not be paid from the settlement funds provided for in Section II above. In the event that the Court awards an amount less than $200 million in fees and up to $27 million in expenses to be paid in Attorneys' Fees and Expenses, Toyota agrees to pay the remainder to the Automobile Safety and Education Program fund, as provided for in Section II(A)(6).

C. The Attorneys' Fees and Expenses paid by Toyota as provided for in this Agreement shall be allocated by Plaintiffs' Class Counsel among other plaintiffs' counsel in a manner that Plaintiffs' Class Counsel in good faith believes reflects the contributions of plaintiffs' counsel to the prosecution and settlement of the claims against Toyota in the Action. The allocation among counsel shall be approved by the Court, and Plaintiffs' Class Counsel shall distribute the Attorneys' Fees and Expenses as directed by the Court. These Attorneys' Fees and Expenses will go to 25 plaintiffs' firms and approximately 85 attorneys who worked on the litigation.

D. The proceedings for the Court to determine the amount of Attorneys' Fees and Expenses to award and the Court's award of any Attorneys' Fees and Expenses are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. The Attorneys' Fees and Expenses awarded shall be set forth in a fee and expense award separate from the Final Order and Final Judgment so that any appeal of one shall not constitute an appeal of the other. Any order or proceedings relating to the Attorneys' Fees and Expenses application, 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.

E. Plaintiffs' Class Counsel may petition the Court for incentive awards of up to $100.00 per hour per Plaintiff and per Class Representative for their time in connection with the Actions, with a $2,000 minimum award. The purpose of such awards shall be to compensate the Plaintiffs and Class Representatives for efforts undertaken by them on behalf of the Class. Any incentive awards made by the Court shall be paid by Toyota, as directed by the Court, within the later of 30 days of the Final Effective Date or the expiration of any appeal period or the resolution of any and all appeals relating to the Attorneys' Fees and Expenses award or incentive awards. Any disputes regarding the amount of time for which Plaintiffs' Class Counsel are seeking compensation for Plaintiffs and Class Representatives shall be resolved by the Settlement Special Master in writing, whose decision will be final and binding as to the Parties, although subject to review by the Court.

F. Toyota shall not be liable for, or obligated to pay, any fees, expenses, costs, or disbursements to any person or entity, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Section VII.

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

A. The Parties shall seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 7. The Preliminary Approval Order shall, among other things:

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

2. Preliminarily approve the Settlement;

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 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 Agreement and Long Form 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 Agreement to submit an appropriate and timely written statement as directed in this Agreement and Long Form Notice;

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

9. Require attorneys representing Class Members, at the Class Members' expense, to file a notice of appearance as directed in this Agreement and Long Form Notice;

10. Issue a preliminary injunction and stay all other Actions in the MDL pending final approval by the Court;

11. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement, except for proceedings in this Court to determine whether the Settlement will be given final approval;

12. Appoint the Class Action Settlement Administrator and 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 Order and Final Judgment in the forms substantially similar to Exhibits 5 and 6, respectively. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the TAMCC and the Actions, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Finally certify the Class for settlement purposes only;

4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Dismiss the Actions, including the Actions listed on Exhibit 1, with prejudice and without costs (except as provided for herein as to costs);

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;

7. Issue a permanent injunction;

8. Authorize the Parties to implement the terms of the Agreement;

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and

10. Issue related Orders to effectuate the final approval of the Agreement and its implementation.

IX. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. The terms and provisions of this 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 Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this 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 Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Toyota or the Class Representatives, through Plaintiffs' Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement

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; or (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 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. The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section IX, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. Toyota shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceed 25,000 putative class members.

D. If an option to withdraw from and terminate this Agreement arises under Section IX(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. If, but only if, this Agreement is terminated pursuant to Section IX(B), above, then:

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

2. The Parties will petition the Court to have any stay orders entered pursuant to this 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, Plaintiffs or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this 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 is prejudiced by the settlement negotiations and proceedings;

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

5. Class Representatives, Plaintiffs 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 Actions 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 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 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 Agreement shall be deemed vacated and shall be without any force or effect;

9. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, will be paid from the Settlement Fund. Neither Plaintiffs nor Plaintiffs' Class Counsel shall be responsible for any of these costs or other settlement-related costs;

10. Any attorneys' fees and expenses previously paid to Plaintiffs' Class Counsel shall be returned to Toyota; and

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

X. GENERAL MATTERS AND RESERVATIONS

A. Toyota has denied and continues to deny each and all of the claims and contentions alleged in the Actions, 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 Actions. Toyota believes that it has valid and complete defenses to the claims asserted against it in the Actions 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 Actions. Without in any way limiting the scope of this denial, Toyota denies that there is any defect in its ETCS. Nonetheless, Toyota has concluded that it is desirable that the Actions be fully and finally settled in the matter and upon the terms and conditions set forth in this Agreement.

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

1. Entry by the Court of the Final Order and Final Judgment approving the Settlement, 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 Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this 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, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, nor shall it prevent Toyota from disclosing such information based on the substance of this Agreement. Nor shall it 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 Agreement.

D. Class Representatives and Plaintiffs' 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 Actions); that it not be the subject of public comment; that it not be used by Class Representatives or Plaintiffs' Class Counsel in any way in this litigation or otherwise should the 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 if not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information provided by Toyota, Toyota's Negotiating Counsel, and/or the Settlement Special Master to Class Representatives, Plaintiffs' Class Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Actions, 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 Negotiating Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Within 90 days after the Final Effective Date (unless the time is extended by agreement of the Parties), Plaintiffs' 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 Negotiating Counsel, and/or the Settlement Special Master to Plaintiffs' Class Counsel shall either: (i) return to Toyota's Negotiating 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 Negotiating Counsel, and/or the Settlement Special Master and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Toyota's Negotiating 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 Negotiating Counsel, and/or the Settlement Special Master 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 Plaintiffs' Class Counsel's work product. Six months after the distribution of the settlement funds to Class Members who submitted valid Claim Forms, the Class Action Settlement Administrator shall return or destroy all documents and materials to Toyota and/or Toyota's Negotiating Counsel and/or Plaintiffs' Class Counsel that produced the documents and materials, except that it shall not destroy any and all Claim Forms, including any and all information and/or documentation submitted by Class Members. Nothing in this Agreement shall affect any confidentiality order or protective order in the Action.

G. Toyota's execution of this 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, including, without limitation, for attorneys' fees and costs.

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

I. Plaintiffs' 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 Actions, including the TAMCC, or have had the contents of such pleadings

described to them; (4) are familiar with the results of the fact-finding undertaken by Plaintiffs' Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Plaintiffs' Class Counsel and they have agreed to its terms; (6) have consulted with Plaintiffs' Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have authorized Plaintiffs' Class Counsel to execute this Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this 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 proposed Settlement 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 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 Agreement is authorized to enter into this Agreement on behalf of Toyota.

L. This 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 Plaintiffs' Class Counsel and Toyota's Negotiating Counsel on behalf of Toyota. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Agreement exist among

or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

M. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of California notwithstanding its conflict of laws provisions.

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

O. Whenever this 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:

John P. Hooper
Reed Smith LLP
599 Lexington Avenue, 22nd Floor
New York, New York 10022
Tel. 212-521-5400
Fax 212-521-5450

and

J. Gordon Cooney, Jr.
Morgan Lewis & Bockius LLP
1701 Market St.
Philadelphia, PA 19103-2921
Tel. 215- 963-5000
Fax: 215-963-5001

2. If to Plaintiffs, then to:

Steve W. Berman
Hagens Berman
1918 Eighth Ave.
Suite 3300
Seattle, WA 98101
Tel. 206-623-7292
Fax 206-623-0594

and

Frank M. Pitre
Cotchett, Pitre & McCarthy, LLP
San Francisco Airport Office Ctr
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Tel. 650-697-6000
Fax 650-697-0577

and

Marc M. Seltzer
Susman Godfrey LLP
1901 Avenue of the Stars
Suite 950
Los Angeles, CA 90067
Tel. 310-789-3102
Fax 310-789-3150

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 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 X "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 Central District of California.

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 Agreement.

R. The Class, Plaintiffs, Plaintiffs' Class Counsel, Toyota and/or Toyota's Negotiating Counsel shall not be deemed to be the drafter of this 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 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 Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this 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 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 Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this 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, Plaintiffs, or the Class or as a waiver by the Released Parties, Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. Plaintiffs expressly affirm that the allegations contained in the TAMCC were made in good faith, but consider it desirable for the Actions to be settled and dismissed because of the substantial benefits that the proposed settlement will provide to Class Members.

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

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

W. If one Party to this Agreement considers another Party to be in breach of its obligations under this 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 Agreement.

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

Y. This 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 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, on behalf of Defendants, and Plaintiffs' 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 Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

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Agreed to on the date indicated below.

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

BY_____ DATE: December 26, 2012

STEVE W. BERMAN
HAGENS BERMAN SOBOL SHAPIRO LLP

BY_____ DATE: December 26, 2012
FRANK M. PITRE
COTCHETT, PITRE & MCCARTHY, LLP

BY_____ DATE: December 26, 2012
MARC M. SELTZER
SUSMAN GODFREY LLP

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

BY_____ DATE: December 26, 2012
CHRISTOPHER P. REYNOLDS
CHIEF LEGAL OFFICER
TOYOTA NORTH AMERICA

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

BY_____ DATE: December 26, 2012
JOHN P. HOOPER
REED SMITH LLP

BY_____ DATE: December 26, 2012
J. GORDON COONEY, JR.
MORGAN LEWIS & BOCKIUS LLP

Exhibit 1

LIST OF ECONOMIC LOSS ACTIONS IN THE MDL

No.	Full Case Name	Civ. Action No.	State	District	Division
1.	Aaron Jones and Isabella Jones, Thomas Downey, Sr., and Bernadine Shepard and Alfred Shepard, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00578 (formerly 2:10-cv-00687)	LA	E.D. La.	New Orleans
2.	Al and Jo Anna Viviano, Paul Turner, Kyle Briggs, Shalini Ignatenkov, Charles and Karen Gibbens, Lori S. and Thomas A. Trahan, Erica Thomas, Holly Boyd, Connie and Thomas Kamphaus, Brena and Lee Shonfield, and Alan L. Weller, v. Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing Kentucky, Inc., Toyota Motor Sales, U.S.A., Inc., and Toyota Lease Trust.	8:10-cv-00653 (formerly 2:10-cv-00024)	KY	E.D. Ky	Northern (Covington)
3.	Allie Rockforte, on behalf of herself and all others similarly situated, v. Toyota Motor North America Inc.; Toyota Motor Engineering & Manufacturing North America Inc.; and Toyota Motor Sales U.S.A., Inc.	8:10-cv-00580 (3:10-cv-00174)	LA	M.D. La.	Baton Rouge
4.	Alyson L. Oliver v. Toyota Motor Sales, U.S.A., Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Corporation	8:10-cv-00586 (formerly 0:10-cv-00942)	MN	D. Minn.	n/a
5.	Amanda J. Noble, v. Toyota Motor North America, Inc, a California corporation, Toyota Motor Sales, U.S.A., Inc., a California corporation, and Toyota Motor Corporation, a foreign corporation	8;10-cv-00723 (formerly 1:10-cv-00915)	CO	D. Colo.	Denver

No.	Full Case Name	Civ. Action No.	State	District	Division
6.	Amanda Laird f/k/a Amanda Hood Rebecca Clifton, and Christine Schara, individually and on behalf of a class of similarly situated citizens in the United States, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00566 (3:10-cv-00022)	GA	S.D. Ga.	Dublin
7.	Amanda R. Maillho, v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00467 (formerly 2:10-cv-00279)	LA	E.D. La.	New Orleans
8.	Walter Scott Tarter, on behalf of himself and all others similarly situated, v. Toyota Motor North America , Inc., Toyota Motor Engineering & Manufacturing North America , Inc., Toyota Motor Manufacturing, California , Inc., Toyota Motor Sales U.S.A. Inc., Toyota Motor Manufacturing, Kentucky, Inc., Toyota Motor Corporation, and CTS Corporation	8:10-cv-00743 (formerly 2:10-cv-00060)	KY	E.D. Ky.	Covington
9.	Anthony Bonacci, and Melanie Bonacci v. Toyota Motor Corporation, A Foreign Corporation, and Toyota Motor Sales, USA, Inc., A California Corporation	8:10-cv-00766 (formerly 8:10-cv-00149)	NE	D. Neb.	Omaha
10.	Antonio Ramos and Tahiry Ramos, on behalf of themselves and others similarly situated, v. Toyota Motor Sales U.S.A., Inc.	8:10-cv-00726 (formerly 1:10-cv-20630)	FL	S.D. Fla.	Miami

No.	Full Case Name	Civ. Action No.	State	District	Division
11.	Arlene S. Heilbrunn, as an individual and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00564 (formerly 9:10-cv-80208)	FL	S.D. Fla.	Miami
12.	Barbara Iglesias, Individually and On Behalf Of All Others Similarly Situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc; Toyota Motor North America, Inc; Toyota Motor Engineering & Manufacturing, N.A., Inc.; Lexus; Toyota Motor Manufacturing, Indiana, Inc.; Toyota Motor Manufacturing, Texas, Inc.; Toyota Motor Manufacturing, Kentucky, Inc.; New United Motor Manufacturing, Inc., Subaru of Indiana Automotive, Inc.; CTS Corporation and Doe Defendants 1 through 10	8:10-cv-00602 (formerly 1:10-cv-01014)	NY	S.D.N.Y.	Foley Square
13.	Belva Simmons, William Simmons, and David Works as individuals and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, Toyota Motor Sales, USA, Inc., a California corporation, and Toyota North America, Inc., a California corporation.	8:10-cv-00589 (formerly 3:10-cv-00009)	MS	N.D. Miss.	Western
14.	Bonnie Shansky, on behalf of herself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., and John Does 1-10	8:10-cv-00736 (formerly 1:10-cv-01379)	IL	N.D. Ill.	Chicago
15.	Bridgette Scott, individually and on behalf of all others similarly situated v. Toyota Motor North America, Inc, a foreign corporation.; Toyota Motor Sales, USA, Inc. a foreign corporation and General Motors, LLC, a foreign limited liability company	8:10-cv-00654 (formerly 8:10-cv-00450)	MD	D. Md.	Greenbelt

No.	Full Case Name	Civ. Action No.	State	District	Division
16.	Burnell Meeks, v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-01374 (formerly 1:10-cv-00364)	OH	S.D. Ohio	Western (Cincinnati)
17.	Burton Field, Sheldon Kogen, Robert Kogen and Joanne Lermar, on behalf of themselves and persons similarly situated, v. Toyota Motor North America, Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation; Toyota Motor Manufacturing Kentucky, Inc., a Kentucky corporation; Toyota Motor Sales U.S.A., Inc., a California corporation; and Toyota Motor Corporation, a Japanese corporation, and Denso Manufacturing Tennessee, a Tennessee corporation	8:10-cv-00735 (formerly 1:10-cv-01351)	IL	N.D. Ill.	Chicago
18.	Cathy Cisetti, May Zhang, Individually, and on behalf of all others similarly situated, v. Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Sales, U.S.A., Inc, Toyota Motor North America, Inc., and Toyota Motor Corporation	8:10-cv-00761 (formerly 4:10-cv-00238)	MO	W.D. Mo.	Kansas City
19.	Cesare Coslop IV, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., and John Does 1-10	8:10-cv-00767 (formerly 3:10-cv-01623)	NJ	D.N.J.	Trenton
20.	Charlene Tran, individually and on behalf of all other persons similarly situated, v. Toyota Motor North America, Inc., Toyota Motor Sales, USA, Inc., and Toyota Motor Engineering & Manufacturing North America, Inc.	8:10-cv-01001 (formerly 1:10-cv-01816)	NY	S.D.N.Y.	Foley Square

No.	Full Case Name	Civ. Action No.	State	District	Division
21.	Cheryl Abken and Sandra Valdez, individually and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., a California corporation, Toyota Motor Sales, U.S.A., Inc., a foreign corporation, and Toyota Motor Corporation, a foreign corporation.	8:10-cv-00594 (formerly 3:10-cv-00763)	NJ	D.N.J.	Trenton
22.	Christina Ochs, on behalf of herself and all others similarly situated, v. Toyota Motor Corporation, and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00567 (formerly 1:10-cv-00918)	IL	N.D. Ill.	Chicago
23.	Christine Mitchell, v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing, North America, Inc.; and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00591 (formerly 3:10-cv-00104)	MS	S.D. Miss.	Jackson
24.	Christopher Carlson, individually and on behalf of all other similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00733 (formerly 4:10-cv-00083)	IA	S.D. Iowa	Central
25.	Christopher L. Leaverton, individually and on behalf of all others similarly situated, v. Toyota Motor Engineering & Manufacturing North America, Inc. and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00573 (formerly 2:10-cv-00032)	KY	E.D. Ky.	Northern (Covington)
26.	Cullen and Linda Kirkpatrick, Individually and on behalf of all others similarly situated, v. Toyota Motor North America Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation, Toyota Motor Sales U.S.A., Inc., a California corporation, and Toyota Motor Corporation, a Japanese corporation.	8:10-cv-00776 (formerly 2:10-cv-00994)	PA	E.D. Pa.	Philadelphia

No.	Full Case Name	Civ. Action No.	State	District	Division
27.	Dale Karjala, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00752 (formerly 0:10-cv-00766)	MN	D. Minn.	n/a
28.	Dale Roberts, on behalf of himself and all others similarly situated, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., and does 1 through 10.	8:10-cv-00622 (formerly 7:10-cv-00281)	SC	D.S.C.	Spartanburg
29.	Dana Clark Weller and Douglas W. Weller, individually and on behalf of themselves and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv000785 (formerly 2:10-cv-00426)	WA	W.D. Wash.	Seattle
30.	Daniel D. Lee, Carole R. Young, and Jean Velliquette individually and on behalf of others similarly situated v. Toyota Motor North America, Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation; Toyota Motor Manufacturing Kentucky, Inc., a Kentucky corporation; Toyota Motor Sales U.S.A., Inc., a California corporation; New United Motor Manufacturing, Inc., a California Joint Venture, and Toyota Motor Corporation, a Japanese corporation.	8:10-cv-00607 (formerly 3:10-cv-00280)	OH	N.D. Ohio	Toledo
31.	Daniel Weimer, Jr., Colby Wenck, and Ann Cavalier, all individually and on behalf of all other similarly situated Plaintiffs v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Sales, U.S.A., Inc.	10-cv-00466 (formerly 2:10-cv-00219)	LA	E.D. La.	New Orleans

No.	Full Case Name	Civ. Action No.	State	District	Division
32.	Darrell and Elizabeth Quintana, and Curtis Garrett v. Toyota Motor Corporation, a Japanese Corporation, Toyota Motor Sales, USA, Inc.	8:10-cv-00762 (formerly 1:10-cv-00020)	MT	D. Mont.	Billings
33.	Darshak Shah, v. Toyota Motor North America, Inc.; Toyota Motor Sales, U.S.A., Inc.; and General Motors, LLC	8:10-cv-00582 (formerly 1:10-cv-10263)	MA	D. Mass.	Boston
34.	David and Dorothy Gaspard, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Corporation.	8:10-cv-00581 (formerly 1:10-cv-00179)	LA	W.D. La.	Alexandria
35.	David Hulsen, Patrick Mann, and Tyson Markham, on behalf of themselves and all others similarly situated v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00588 (formerly 4:10-cv-00103)	MO	W.D. Mo.	Kansas City
36.	David Rosenberg, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, Toyota Motor Sales U.S.A., Inc., And Doe Defendants 1 though 10.	8:10-cv-00772 (formerly 2:10-cv-01272)	NY	E.D.N.Y.	Central Islip
37.	Deborah Baumkel, on behalf of herself and all others situated, v. Toyota Motor North America, Inc., a foreign corporation and Toyota Motor Sales, U.S.A., Inc., a foreign corporation.	8:10-cv-00583 (formerly 2:10-cv-10525)	MI	E.D. Mich.	Detroit

No.	Full Case Name	Civ. Action No.	State	District	Division
38.	Debra and Ron Poynter, Tina and Fran Preedom, Krystal Eggerding, Angela Boles, Laurie Chambers, and Lucero and Mark Davidson, v. Toyota Motor North America Inc., a California corporation; Toyota Motor Sales U.S.A., Inc., a California corporation; Toyota Motor Corporation, a Japanese corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation; and Toyota Motor Manufacturing Kentucky, Inc., a Kentucky corporation.	8:10-cv-00571 (formerly 2:10-cv-00021)	KY	E.D. Ky.	Northern (Covington)
39.	Deisy F. Toledo, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, a Japanese corporation; Toyota Motor North America Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation; Toyota Motor Sales U.S.A., Inc., a California corporation, and Toyota Motor Credit Corporation, a California corporation	8:10-cv-00737 (formerly 1:10-cv-01599)	IL	N.D. Ill.	Chicago
40.	Diane Gumble, on behalf of herself and all others similarly situated, v. Toyota Motor Corporation, Toyota Motor Engineering & Manufacturing North America, Inc. and Toyota Motor Sales U.S.A., Inc.	8:10-cv-00617 (formerly 5:10-cv-00521)	PA	E.D. Pa.	Allentown
41.	Don Gureski and Carol Gureski, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc. - DISMISSED	8:10-cv-00626 (formerly 1:10-cv-00031)	WY	D. Wyo.	Casper
42.	Dot-Marie Gallardo-Browning, individually and as representative of all similarly situated individuals, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Sales, U.S.A., Inc., and Toyota de Puerto Rico, Corp.	8:10-cv-01003 (formerly 3:10-cv-01390)	PR	D.P.R.	San Juan

No.	Full Case Name	Civ. Action No.	State	District	Division
43.	Doug V. Goodwin, v. Toyota Motor Sales, U.S.A., Inc. - DISMSISSED	8:10-cv-01136 (formerly 1:10-cv-00514)	VA	E.D. Va.	Alexandria
44.	Dru Colin Lee, individually, and on behalf of all others similarly situated, v. Toyota Motor Sales U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Manufacturing, Inc., and Toyota Motor Engineering & Manufacturing North America, Inc.	8:10-cv-00612 (formerly 5:10-cv-00117)	OK	W.D. Okla.	Oklahoma City
45.	E. Brandon Bowron, Michael Lackey, and Terasita Ramos v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv 10-00719 (formerly 2:10-cv-00580)	AZ	D. Ariz.	Phoenix
46.	Edward A. Siff, Merna M. Siff and Ricardo Samper, individually and on behalf of all others similarly situated, v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00725 (formerly 0:10-cv-60379)	FL	S.D. Fla.	Ft. Lauderdale
47.	Edward Isao Funasaki, as an individual and on behalf of all others similarly situated v. Toyota Motor Corporation and Toyota Motor Sales, USA Inc.	8:10-cv-00731 (formerly 1:10-cv-00111)	HA	D. Haw.	Hawaii
48.	Edward Klein, as an individual and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, Toyota Motor Sales, USA, Inc., a California corporation, and Earl Stewart Holdings, LLC, a Florida corporation, d/b/a Earl Stewart Toyota,	8:10-cv-01364 (formerly 9:10-cv-80912)	FL	S.D. Fla.	West Palm Beach

No.	Full Case Name	Civ. Action No.	State	District	Division
49.	Edward Wojeck v. Toyota Motor North America, Inc., a foreign corporation, and Toyota Motor Sales, U.S.A., Inc., a foreign corporation	8:10-cv-00786 (formerly 2:10-cv-00542)	WA	W.D. Wash.	Seattle
50.	Elizabeth Seu, Individually and on behalf of all other similarly situated v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00787 (formerly 3:10-cv-05176)	WA	W.D. Wash.	Tacoma
51.	Francine Guokas, on behalf of herself and all others similarly situated, v. Toyota Motor Corporation, Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00595 (formerly 3:10-cv-00778)	NJ	D.N.J.	Trenton
52.	Frank Whiddon, as an individual and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00623 (formerly 1:10-cv-00080)	TX	E.D. Tex.	Beaumont
53.	Fred Sander, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota North America Inc., and Toyota Engineering & Manufacturing North America, Inc.	8:10-cv-00603 (formerly 1:10-cv-01111)	NY	S.D.N.Y.	Foley Square
54.	Frederick Greisiger and Keith Sealing, individually and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., a foreign corporation, Toyota Motor Sales, U.S.A., Inc., a foreign corporation, and Toyota Motor Corporation, a foreign corporation.	8:10-cv-00619 (5:10-cv-00554)	PA	E.D. Pa.	Allentown

No.	Full Case Name	Civ. Action No.	State	District	Division
55.	G&M Motors, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Corporation	8:10-cv-01373 (formerly 1:10-cv-01339)	OH	N.D. Ohio	Eastern (Cleveland)
56.	Galatia D. Johnson, Wanda M. Lee, and Cynthia M. Parker v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00575 (formerly 2:10-cv-00622)	LA	E.D. La	New Orleans
57.	Gary Gustin, Individually and on behalf of all other similarly situated v. Toyota Motor Corporation, a foreign corporation and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00734 (formerly 1:10-cv-00114)	ID	D. Idaho	Boise-Southern
58.	Gary T. Brock v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00468 (formerly 2:10-cv-00281)	LA	E.D. La.	New Orleans
59.	George C. Weyer, Devra Glassman, and Jason Kaufmann, Individually and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., a foreign corporation and Toyota Motor Sales, U.S.A., Inc., a foreign corporation and Toyota Motor Corporation, a foreign corporation	8:10-cv-00753 (formerly 0:10-cv-00801)	MN	D. Minn.	n/a

No.	Full Case Name	Civ. Action No.	State	District	Division
60.	Georges Vincent, Jeffrey Vincent, Yonet Gardiner & Gulaine Dorsainvil, Etienne Eva, Histha Henry, Henri Gattereau, Serge Derival, Jean Isacc, Marie Isaan, Merridieu Pollas, Saintil Petit Frere, Linda Jean Charles, Lorma Victor, Jean Daniel Renois, Vilsaint Georges, Elie Cezaire, Willy Saint Hilaire, Ludger Charles, Germain Dazille, Anthony M. Georges-Pierre, Anthony Georges-Pierre, Marie Joelle Placide, Mario & Marie Elisee, Elvire Paul, Orusmond Florestal, Enoc Desroches, Aristin Joseph, Jeannie Menard, Ghislaine Bernard, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Manufacturing Kentucky, Inc.	8:10-cv-01363 (formerly 1:10-cv-22785)	FL	S.D. Fla.	Miami
61.	Grace Jackson and Marvin Jackson, v. Toyota Motor Sales U.S.A., Inc. - DISMISSED	8:11-00558 (formerly 2:10-cv-01010)	OH	S.D. Ohio	Eastern
62.	H.W. “Bud” Fanning, individually and on behalf of all other Kansans similarly situated, v. Toyota Motor Corporation, a foreign corporation; Toyota Motor North America, Inc., a foreign corporation; Toyota Motor Sales, U.S.A., Inc., a foreign corporation; and Toyota Motor Engineering & Manufacturing North America, Inc., a foreign corporation	8:10-cv-00742 (formerly 6:10-cv-01090)	KS	D. Kan.	Wichita
63.	Helmick, et al. v. Toyota Motor Sales, USA, Inc., Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing Kentucky, Inc.	8:11-cv-01136 (formerly 1:11-cv-22492)	FL	S.D. Fla.	Miami

No.	Full Case Name	Civ. Action No.	State	District	Division
64.	Hugh Cox and Pamela M. Cox and Ernestine Montgomery and others similarly situated , v. Beechmont Toyota, Inc., Clyde Dyson, Toyota Lease Trust, Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00609 (formerly 2:10-cv-00181)	OH	S.D. Ohio	Columbus
65.	Humberto Rivas-Vigil, individually and on behalf of all others similarly situated, v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00563 (formerly 0:10-cv-60183)	FL	S.D. Fla.	Fort Lauderdale
66.	Ira Lee Dadisman, William r. Lawson and Virginia Lawson , on behalf of themselves and all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00788 (formerly 2:10-cv-00399)	WV	S.D.W. Va.	Charleston
67.	James Michael Bell, Individually and on behalf of all others similarly situated, v. Toyota Motors Sales, U.S.A., Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Corporation	8:10-cv-00755 (formerly 0:10-cv-00944)	MN	D. Minn.	n/a
68.	James P. Griffin, an individual consumer, v. Toyota Motor Company Corporation, a Japanese Corporation, and Toyota Motor Sales, U.S.A., Inc., a corporation	8:10-cv-00770 (formerly 1:10-cv-00323)	NM	D.N.M.	Albuquerque
69.	James R. Haustein, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Engineering & Manufacturing, North America, Inc.	8:10-cv-00600 (formerly 5:10-cv-00178)	NY	N.D.N. Y.	Syracuse

No.	Full Case Name	Civ. Action No.	State	District	Division
70.	Jane Saint Drake, individually and on behalf of all persons similarly situated, Paul V. Kilpatrick, III, individually and on behalf of all persons similarly situated, v. Toyota Motor Sales, U.S .A., Inc., a foreign corporation, Toyota Motor North America, Inc., a foreign corporation, Toyota Motor Corporation, a foreign corporation	8:10-cv-00730 (formerly 1:10-cv-01231)	GA	N.D. Ga.	Atlanta
71.	Janice Markowitz, v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-01545 (formerly 2:10-cv-00644)	PA	W.D. Pa.	Pittsburgh
72.	Jasbir Grewal, on behalf of herself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation, and Does 1-10 - DISMISSED	8:10-cv-00783 (formerly 5:10-cv-00042)	TX	E.D. Tex.	Texarkana
73.	Jay Brandt, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc.	8:10-cv-00784 (formerly 3:10-cv-00788)	TX	N.D. Tex.	Dallas
74.	Jennifer Lee Glardon, individually and on behalf of all others similarly situated, v. Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing, Kentucky, Inc., Toyota Motor Sales, U.S.A., Inc., and Toyota Lease Trust	8:10-cv-00656 (formerly 2:10-cv-00179)	OH	S.D. Ohio	Columbus
75.	Jennifer Wendy Burke, on behalf of herself and all others similarly situated, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00577 (formerly 2:10-cv-00649)	LA	E.D. La.	New Orleans

No.	Full Case Name	Civ. Action No.	State	District	Division
76.	Jerry Baker Auto Sales, LLC, individually and on behalf of others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Corporation	8:10-cv-00587 (formerly 2:10-cv-04025)	MO	W.D. Mo.	Central
77.	Jim Heidenreich, individually and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., a foreign corporation, Toyota Motor Sales, U.S.A., Inc., a foreign corporation, Toyota Motor Corporation, a foreign corporation.	8:10-cv-00561 (formerly 4:10-cv-00035)	FL	N.D. Fla.	Tallahassee
78.	Joel Grunkemeyer and Sharon Wilson and John Sukola v. Toyota Motor Sales Inc., Toyota Motor Credit Corporation, Toyota Motor Engineering and Manufacturing North America Inc., and Kings Toyota Inc.	8:10-cv-00608 (formerly 1:10-cv-00128)	OH	S.D. Ohio	Cincinnati
79.	John Harding, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, U.S.A., Inc., a California corporation.	8:10-cv-00552 (formerly 2:10-cv-00100)	AL	M.D. Ala.	Montgomery
80.	John Jeremy Robson, as an individual and on behalf of all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, USA Inc.[1] DISMISSED	8:10-cv-00551 (formerly 3:10-cv-00037)	AK	D. Alaska	Anchorage

[1] Formerly stylized as Everet S. Worthington , as an individual and on behalf of all others similarly situated, v. Toyota Motor Corp. and Toyota Motor Sales, USA, Inc.

No.	Full Case Name	Civ. Action No.	State	District	Division
81.	Jon J. Darcy and Regina H. Darcy on behalf of themselves and the putative class, v. Toyota Motor North America Inc., Toyota Motor Sales U.S.A., Inc., Toyota Motor Corporation and Toyota Financial Services Corporation,	8:10-cv-00769 (formerly 3:10-cv-02032)	NJ	D.N.J.	Trenton
82.	Jonathan Gellman, an individual, on behalf of himself and all others similarly situated, v. Toyota Motor Sales, USA, Inc., a California corporation	10-cv-00465 (formerly 1:10-cv-20006)	FL	S.D. Fla.	Miami
83.	Joseph B. Tiboni, on behalf of himself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc. and John Does 1-10.	8:10-cv-00768 (formerly 3:10-cv-01786)	NJ	D.N.J.	Trenton
84.	Joseph Buccier, v. Toyota Motor Sales U.S.A., Inc.	8:10-cv-01372 (formerly 1:10-cv-01251)	OH	N.D. Ohio	Northern (Cleveland)
85.	Joseph R. Hernandez, individually and on behalf of all others similarly situated, v. Hino Motors Manufacturing U.S.A. Inc., Hino Motors Sales U.S.A. Inc., Hino Motors, Ltd., Toyota Motor North America Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Sales U.S.A., Inc., and Toyota Motor Corporation	8:10-cv-00584 (formerly 2:10-cv-10835)	MI	E.D. Mich.	Detroit
86.	Joseph Schantz and Edith Schantz, Individually, and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00751 (formerly 8:10-cv-01075)	MD	D. Md.	Greenbelt

No.	Full Case Name	Civ. Action No.	State	District	Division
87.	Joyce Ann Atnip, Lesley Scillian and Jonathan Scillian, individually and on behalf of all others similarly situated v. Toyota Motor Corporation; Toyota Motor North America, Inc.; Toyota Motor Sales, USA, Inc.	8:10-cv-00781 (formerly 3:10-cv-00387)	TN	M.D. Tenn.	Nashville
88.	Judith M. Enderle, on behalf of herself all others similarly situated v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00568 (formerly 1:10-cv-00142)	IN	S.D. Ind.	Indianapolis
89.	Julie Beard, Sean Beard, Jody Weigel, Michael Riley and Deanna Riley, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00732 (formerly 3:10-cv-00033)	IA	S.D. Iowa	Davenport
90.	Julie Rainwater, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., a California corporation	8:10-cv-00554 (formerly 4:10-cv-00116)	AR	E.D. Ark.	Western
91.	Justin Johnson, on behalf of himself and all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc. - DISMISSED	8:10-cv-00562 (formerly 5:10-cv-00026)	FL	N.D. Fla.	Panama City
92.	Kevin P. Fogarty, Barbara Jackson, and Alex Farrugia, individually and on behalf of all others similarly situated v. Toyota Motor North America, Inc. a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation, Toyota Motor Sales U.S.A., Inc., a California corporation, and Toyota Motor Corporation, a Japanese corporation	8:10-cv-00598 (formerly 1:10-cv-00542)	NY	E.D.N.Y	Brooklyn

No.	Full Case Name	Civ. Action No.	State	District	Division
93.	Kevin Young and Debra Young, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-01095 (formerly 3:10-cv-00450)	TN	M.D. Tenn.	Nashville
94.	LaRocca's Auto Sales, Inc. v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Corporation.	8:10-cv-00746 (formerly 2:10-cv-00893)	LA	E.D. La.	New Orleans
95.	Larry and Carolyn Boudoin, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Corporation.	8:10-cv-00747 (formerly 1:10-cv-00421)	LA	W.D. La.	Alexandria
96.	Laurence K. Johnston, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Corporation - DISMISSED	8:10-cv-00585 (formerly 0:10-cv-00759)	MN	D. Minn.	n/a
97.	Lena Gally, and Christine Carr, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation d/b/a Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., f/k/a Toyota Motor Manufacturing North America, Inc., and f/k/a Toyota Technical Center, U.S.A., Toyota Financial Services Americas Corp.	8:10-cv-00655 (formerly 1:10-cv-00854)	NY	E.D.N.Y.	Brooklyn

No.	Full Case Name	Civ. Action No.	State	District	Division
98.	Linda Alford Wooten, v. Toyota Motor North America Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation; Toyota Motor Manufacturing Kentucky, Inc., a Kentucky corporation; Toyota Motor Sales U.S.A., Inc., a California corporation; Toyota Motor Corporation, a Japanese corporation; and Denso Manufacturing Tennessee, Inc., a Tennessee corporation	8:10-cv-00621 (formerly 3:10-cv-00229)	SC	D.S.C.	Columbia
99.	Louis Pera, Jr., and all those similarly situated, v. Toyota Motor Corporation, and Toyota Motor Sales, USA, Inc.	8:10-cv-00782 (formerly 2:10-cv-02153)	TN	W.D. Tenn.	Memphis
100.	Louise Gordon, Michael Dube, and Diane Schlosberg, individually and on Behalf of all others similarly situated, v. Toyota Motor North America Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation, Toyota Motor Sales U.S.A., Inc., a California corporation, and Toyota Motor Corporation, a Japanese corporation.	8:10-cv-00596 (formerly 3:10-cv-00914)	NJ	D.N.J.	Trenton
101.	Lucy Miller, Individually, and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., a California corporation, Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation, and Toyota Motor Sales, U.S.A., Inc., a California corporation - DISMISSED	8:10-cv-00724 (formerly 1:10-cv-00657)	DC	D.D.C.	Washington
102.	Margaret Gonzalez, on her own behalf and on behalf of all others similarly situated v. Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.; and Toyota Motor Engineering & Manufacturing North America, Inc.	8:10-cv-00592 (formerly 3:10-cv-00595)	NJ	D.N.J.	Trenton

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103.	Marie DuBois, individually, and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., a foreign corporation, Toyota Motor Sales, U.S.A., Inc., a foreign corporation, Toyota Motor Corporation, a foreign corporation	8:10-cv-01312 (formerly 1:10-cv-00779)	NY	E.D.N.Y.	Brooklyn
104.	Marie Martin v. Toyota Motor Corporation, Toyota Motor North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:11-cv-01503 (formerly 1:11-cv-04876)	NY	S.D.N.Y.	Foley Square
105.	Mark Adkison, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00556 (formerly 6:10-cv-06013)	AR	W.D. Ark.	Hot Springs
106.	Mark Fraase, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00765 (formerly 3:10-cv-00016)	ND	D.N.D.	Southeastern
107.	Mary Ferrara, individually, and on behalf of those similarly situated v. Toyota Motor Sales, USA, Inc., Toyota Motor Corporation	8:10-cv-00750 (formerly 1:10-cv-10381)	MA	D. Mass.	Boston
108.	Mary O'Rourke, Jim O'Rourke, Kristina Beale, Jeremy Beale, Kai Shemsu, Laura Green, Aaron Green, vs. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-01544 (formerly 3:10-cv-00124)	OH	S.D. Ohio	Dayton
109.	Mary Pat Hauck, on behalf of herself and all others similarly situated, v. Toyota Motor Corporation, Toyota Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00757 (formerly 0:10-cv-01924)	MN	D. Minn.	n/a

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110.	Mary Patricia Ryan, as an individual and on behalf of all others similarly situated, v. Morse Operations, Inc., a Florida corporation, d/b/a Ed Morse Delray Toyota	8:10-cv-01365 (formerly 9:10-cv-80929)	FL	S.D. Fla.	West Palm Beach
111.	Maureen Colaberdino, on behalf of herself and all others similarly situated, v. Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corporation	8:10-cv-00593 (formerly 3:10-cv-00672)	NJ	D.N.J.	Trenton
112.	Micah Maryn, on behalf of himself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Manufacturing, Kentucky, Inc.	8:10-cv-00574 (formerly 2:10-cv-00046)	KY	E.D. Ky.	Covington
113.	Michael & Cathy Miller, Steve Clemons, Sonya Gray, Wayne & Betty Tomlin, Patrick Kwiatkowski, Edward & Joan Skillman, and Melissa Arnzen Moeddel, individually and on behalf of others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation, Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing, Kentucky, Inc., and Toyota Motor Manufacturing, Northern Kentucky, Inc.	8:10-cv-00572 (formerly 2:10-cv-00031)	KY	E.D. Ky.	Northern (Covington)
114.	Michael Graves and Michael C. Graves, and Jeff Mullins, individually, and on behalf of all others similarly situated, v. Toyota Motor Manufacturing, West Virginia, Inc., a West Virginia Corporation; Toyota Motor North America, Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation; Toyota Motor Sales U.S.A., Inc., a California corporation; and Toyota Motor Corporation, a Japanese corporation.	8:10-cv-00469 (formerly 2:09-cv-01247)	WV	S.D.W. Va.	Charleston

No.	Full Case Name	Civ. Action No.	State	District	Division
115.	Michael Matsis, Kishin Khilnani, Jo Ann Parochetti, Carole Fisher, Sasha Nizgoda, Anthony Crespo, and Gary Ratliff, V. Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Findlay Automotive Of Nevada, LLC, d/b/a Findlay Toyota and Scion, T. West Sales & Service, Inc. d/b/a Desert Toyota, Scion of Las Vegas, GK Nevada LLC, d/b/a Centennial Toyota & Scion, Fletcher Jones East Sahara, Ltd., LLC, d/b/a Fletcher Jones Toyota/Scion, and AAG-Las Vegas, LLC, d/b/a Lexus of Las Vegas	8:10-cv-01380 (formerly 2:10-cv-01076)	NV	D. Nev.	Las Vegas
116.	Michael Roberge, v. Toyota Motor Sales USA, Inc.	8:10-cv-01769 (formerly 1:10-cv-11158)	MA	D. Mass.	Boston
117.	Michael Tomaszewski, v. Toyota Motor Sales, USA, Inc. - DISMISSED	8:10-cv-01833 (formerly 3:10-cv-01019)	CA	S.D. Cal.	San Diego
118.	Michael Yastrab, on behalf of himself and all other similarly situated individuals, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Corporation - DISMISSED	8:10-cv-00771 (formerly 1:10-cv-01334)	NY	E.D.N.Y.	Brooklyn
119.	Michelle Lynch on behalf of herself and all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc.	8:10-cv-00464 (formerly 8:10-cv-00326)	FL	M.D. Fla.	Tampa

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120.	Millie Charlottie Hartgrove v. Toyota Motor Corporation, Toyota Motor Sales, USA. Inc, Toyota Motor North America, Inc., and Toyota Motor Engineering and Manufacturing North America, Inc.	8:10-cv-00779 (formerly 3:10-cv-00101)	TN	E.D. Tenn.	Knoxville
121.	Mindy A. Corrigan and Dennis J. Waugh, On behalf of themselves and all other similarly situated individuals, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Corporation - DISMISSED	8:10-cv-00778 (formerly 1:10-cv-00138)	RI	D.R.I.	Providence
122.	Mitchell P. Gedid v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, U.S.A., Inc., a California corporation, and Toyota motor Engineering & Manufacturing North America, Inc., a Kentucky corporation	8:10-cv-00777 (formerly 2:10-cv-00407)	PA	W.D. Pa	Pittsburgh
123.	Nimishabahen Patel, individually, and on behalf of all persons similarly situated, Besmir Zako, individually, and on behalf of all persons similarly situated, Dzemal Zako, individually, and on behalf of all persons similarly situated, v. Toyota Motor North America, Inc., a foreign corporation, Toyota Motor Sales, U.S.A., Inc., a foreign corporation, and Toyota Motor Corporation, a foreign corporation.	8:10-cv-00558 (formerly 3:10-cv-00210)	CT	D. Conn.	New Haven
124.	Pamela Frederickson v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Corporation.	8:10-cv-00745 (formerly 2:10-cv-00892)	LA	E.D. La.	New Orleans

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125.	Patricia Grier v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00764 (formerly 3:10-cv-00176)	NC	W.D.N.C.	Charlotte
126.	Peter Phaneuf, on his own behalf and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.; and Toyota Motor Engineering & Manufacturing North America, Inc.	8:10-cv-00599 (formerly 2:10-cv-00487)	NY	E.D.N.Y.	Central Islip
127.	Ramon Ojeda Rivera, Sheydalis Casul De Jesus, and Ada Roldan Soto, et al., on behalf of themselves and all others similarly situated, v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; Toyota Motor Sales, U.S.A., Inc. and Toyota De Puerto Rico, Corporation.	8:10-cv-01920 (formerly 3:10-cv-02053)	PR	D.P.R.	San Juan
128.	Rebecca S. Shumaker v. Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corporation	8:10-cv-00611 (formerly 3:10-cv-00061)	OH	S.D. Ohio	Western (Dayton)
129.	Rena Ridenour, v. Toyota Motor Sales, U.S.A., Inc., a California corporation, Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Corporation	8:10-cv-00760 (formerly 4:10-cv-00365)	MO	E.D. Mo.	St. Louis
130.	Renita Cipriani, as an individual and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, U.S.A., Inc., a California Corp.	8:10-cv-00559 (formerly 8:10-cv-00427)	FL	M.D. Fla.	Tampa

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131.	Richard Immerman, individually and on behalf of all others similarly situated, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00773 (formerly 1:10-cv-00650)	OH	N.D. Ohio	Cleveland
132.	Robert O'Leary and Jennifer Porter, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00759 (formerly 4:10-cv-00350)	MO	E.D. Mo.	St. Louis
133.	Robert Ruf, v. Toyota Motor Sales, U.S.A., Inc.- DISMISSED	8:10-cv-00756 (formerly 0:10-cv-01694)	MN	D. Minn.	n/a
134.	Robert Smyser, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; ABC Corporations 1-50; and XYZ Partnerships 1-50	8:10-cv-00720 (formerly 2:10-cv-00741)	AZ	D. Ariz.	Phoenix
135.	Robyn Horn, class representative, on behalf of herself and all others similarly situated, v. Toyota Motor Sales U.S.A., Inc., a California corporation, Toyota Motor Engineering & Manufacturing, North America, Inc., a foreign corporation, Toyota Motor Corporation, a foreign corporation, and Does 1-10.	8:10-cv-00553 (formerly 4:10-cv-00090)	AR	E.D. Ark.	Little Rock

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136.	Ronald Fahey, Individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation	8:10-cv-00615 (formerly 3:10-cv-00297)	OR	D. Or.	Portland
137.	Ronald Walls, on behalf of himself and all others similarly situated, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc. and Toyota Motor Engineering & Manufacturing North America, Inc.	8:10-cv-00740 (formerly 3:10-cv-00215)	IL	S.D. Ill.	East St. Louis
138.	Rosalina Diaz, Individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, a Japanese corporation; Toyota Motor North America., Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky Corporation, Toyota Motor Sales U.S.A., Inc., a California corporation, and Toyota Motor Credit Corporation, a California corporation and John Does 1-10	8:10-cv-00738 (formerly 1:10-cv-01931)	IL	N.D. Ill.	Chicago
139.	Roshawn Donahue, individually and on behalf of all other similarly situated Plaintiffs, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing, North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00579 (formerly 3:10-cv-00108)	LA	M.D. La.	Baton Rouge
140.	Roy Nelson v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Sales, U.S.A., Inc. - DISMISSED	8:10-cv-00597 (formerly 1:10-cv-00161)	NM	D.N.M.	Albuquerque

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141.	Ruth Shechter, Aaron Austin, Rhea Rodgers Individually, and on behalf of All others similarly situated, v. Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., and Toyota Motor Corporation	8:10-cv-00741 (formerly 2:10-cv-02144)	KS	D. Kan.	Kansas City
142.	Ryan Scharrel, Susan Kruschke, and Enrique Moreno, v. Toyota Motor North America, Inc, a California corporation, Toyota Motor Engineering & Manufacturing North America, Inc., a Kentucky corporation, and Toyota Motor Sales, U.S.A., Inc., a California corporation - DISMISSED	8:10-cv-00557 (formerly 1:10-cv-00227)	CO	D. Colo.	Denver
143.	S. Firgon, on behalf of himself and all others similarly situated, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor North America, Inc.	8:10-cv-00570 (formerly 2:10-cv-02075)	KS	D. Kan.	Kansas City
144.	Selena M. Hines- Muhammad, on behalf of herself and all other similarly situated individuals, v. Toyota Motor Sales U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, and Toyota Motor Corporation - DISMISSED	8:10-cv-00763 (formerly 3:10-cv-00135)	NC	W.D.N.C.	Charlotte

No.	Full Case Name	Civ. Action No.	State	District	Division
145.	Sharlene Cohen-Goldberger, Tiffany Jones, Thelma Reid, Jerry A. Borbon, Paul Rosenfeld and Maxine Rosenfeld, Miguel E. Cordero, Stuart Plush, Omar Alexander Montes, Karen F. Ruiz and Jose E. Novoa, Cindy L. Bencsik and Jeanne Epstein, Donna B. Bellony and Ned Sachs, individually and on behalf of themselves and other similarly situated Plaintiffs, v. Toyota Motor Sales, U.S.A., Inc.; Toyota Motor Corporation; Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Manufacturing Kentucky, Inc.	8:10-cv-00727 (formerly 1:10-cv-20648)	FL	S.D. Fla.	Miami
146.	Shawnee W. Scharer, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation, and does 1-50, inclusive	8:10-cv-00721 (formerly 3:10-cv-00648)	CA	S.D. Cal.	San Diego
147.	Solomon Harbor v. Toyota Motor Sales, U.S.A., Inc., CTS Corporation, Akio Toyoda, and Joseph Airport Toyota Scion	8:10-cv-00775 (formerly 3:10-cv-00144)	OH	S.D. Ohio	Western (Dayton)
148.	Steven Boughner, on behalf of himself and all others similarly situated, v. Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing Kentucky, Inc., Toyota Motor Sales, U.S.A., Inc., and Toyota Lease Trust.	8:10-cv-00801 (formerly 2:10-cv-01361)	NY	E.D.N.Y.	Central Islip
149.	Susan Rifken Ltd., Individually and On behalf of others similarly situated v. Toyota Motor North America Inc., a California Corporation; Toyota Motor Sales U.S.A., Inc., a California Corporation; and Toyota Motor Corporation, a Japanese Corporation	8:10-cv-00739 (formerly 1:10-cv-02507)	IL	N.D. Ill.	Chicago

No.	Full Case Name	Civ. Action No.	State	District	Division
150.	Suzzane McCoy, individually and on behalf of herself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00614 (formerly 3:10-cv-00294)	OR	D. Or.	Portland
151.	Sylvia Pena and Albert A. Pena, III, as individuals and on behalf of themselves and all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00625 (formerly 2:10-cv-00037)	TX	S.D. Tex.	Corpus Christi
152.	Ted M. Wedul, v. Toyota Motor Sales, U.S.A., Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Corporation	8:10-cv-00754 (formerly 0:10-cv-00943)	MN	D. Minn.	n/a
153.	Thomas Davis, on behalf of himself and all other similarly situated individuals, v. Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corporation	8:10-cv-00601 (formerly 1:10-cv-00900)	NY	S.D.N.Y.	Foley Square
154.	Timothy John Vanagas, individually and on behalf of himself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00613 (formerly 3:10-cv-00293)	OR	D. Or.	Portland
155.	Timothy P. Farrelly and Suzette L. Farrelly, on behalf of themselves and all others similarly situated, v. Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00576 (formerly 2:10-cv-00647)	LA	E.D. La.	New Orleans

No.	Full Case Name	Civ. Action No.	State	District	Division
156.	Timothy S. Helmick and Maria Helmick, Individually and on behalf of themselves and other similarly situated Plaintiffs, v. Toyota Motor Sales, U S A , Inc.; Toyota Motor Corporation; Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Manufacturing Kentucky, Inc.	8:10-cv-00728 (formerly 1:10-cv-20960)	FL	S.D. Fla.	Miami
157.	Tom Kunce, on behalf of himself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., and John Does 1-10	8:10-cv-00774 (formerly 1:10-cv-00165)	OH	S.D. Ohio	Cincinnati
158.	Troy Menssen, on behalf of himself and all other similarly situated individuals v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Corporation	8:10-cv-00606 (formerly 1:10-cv-00260)	OH	N.D. Ohio	Cleveland
159.	Viviane Stoller and Gary Lemay, individually and on behalf of a class of similarly situated citizens in Georgia, v. Toyota Motor Corporation, a foreign corporation, and Toyota Motor Sales, USA, Inc., a California corporation.	8:10-cv-00565 (formerly 4:10-cv-00024)	GA	M.D. Ga.	Columbus
160.	Wayne S. Harris, v. Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00722 (formerly 1:10-cv-00460)	CO	D. Colo.	Denver

No.	Full Case Name	Civ. Action No.	State	District	Division
161.	Wayne Schlegel and Emily Smith, on behalf of themselves and all other similarly situated Georgia consumers, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Corporation, and Toyota Lease Trust.	8:10-cv-00729 (formerly 1:10-cv-00694)	GA	N.D. Ga.	Atlanta
162.	Willette Riley, v. Toyota Motor Sales, U.S.A., Inc.	8:11-cv-00774 (formerly 5:10-cv-01745)	OH	N.D. Ohio	Akron (Eastern)
163.	Wilma Lentz, individually and on behalf of other similarly interested v. Toyota Industries North America Inc., Toyota Motor Sales, USA, Inc., a California Corporation, Toyota Motor Corporation, Foreign Corporation, & Toyota Industries Corporation, Foreign Corporation	8:10-cv-00555 (formerly 4:10-cv-00149)	AR	E.D. Ark.	Little Rock
164.	Zahira Crespo Bithorn and Milagros Rodriguez Cruz et al., on behalf of themselves and all others similarly situated, v. Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; Toyota Motor Sales, U.S.A., Inc. and Toyota De Puerto Rico, Corporation.	8:10-cv-00620 (formerly 3:10-cv-01083)	PR	D.P.R.	San Juan
165.	Seong Bae Choi, Chris Chan Park, Sandra Reech, Donald Pritchett, Un Jin Choi and Mark Ann Parker, as individuals, and on behalf of themselves and all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., inc.	2:09-cv-08143	CA	C.D.	Los Angeles
166.	Eric Kmetz and Joe Morris, on behalf of themselves and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corporation	2:09-cv-08478	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
167.	Dale Baldisseri, on behalf of himself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.; Toyota Motor Manufacturing, California, Inc.; and Toyota Motor Enringeering & Manufacturing North America, Inc.	2:09-cv-9386	CA	C.D.	Los Angeles
168.	Heather Lane, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., a California corporation	2:09-cv-09158	CA	C.D.	Los Angeles
169.	Joseph Hauter and Frank Palomares, on behalf of themselves and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corporation	8:10-cv-00105	CA	C.D.	Los Angeles
170.	Adilia Aviles, on behalf of hermself and all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	2:10-cv-00706	CA	C.D.	Los Angeles
171.	Roz Schwartz, on behalf of herself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corporation	2:10-cv-00710	CA	C.D.	Los Angeles
172.	Matthew Marr, Luis Fernandez, Sylvia Fernandez, Individually and on Behalf of all Others Similarly Situated, v. Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corp.	2:10-cv-00799	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
173.	Ani Gazaryan, an individual; Svetlana Abajyan, an individual; Elza Dzhivalegyan, an individual; Tamara Harutyunyan, an individual; Nerses MazManyan, an individual; Larine Mazmanyan, an individual; Hrayr Okkasian, an individual; Christine Aznavour, an individual; Akop Galadzhyan, an individual; Plaintiffs, on Behalf of the Themselves and All Others Similarly Situated as Well as on Behalf of the General Public and Acting in the Public Interest, v. Toyota Motor Sales, U.S.A., Inc., a California corporation; Toyota Motor Engineering & Manufacturing North America, Inc., a foreign corporation; Toyota Motor Corporation, a foreign corporation	2:10-cv-00849	CA	C.D.	Los Angeles
174.	Elaine Byrnes, Individually and on Behalf of all Others Similarly Situated, v. Toyota Motor North America, Inc., a California corporation; Toyota Motor Enginering & Manufacturing North America, Inc., a Kentucky corporation; Toyota Motor Sales, U.S.A., Inc., a California corporation; Toyota Motor Corporation, a Japanese corporation	2:10-cv-00947	CA	C.D.	Los Angeles
175.	Peter Wisner, , Individually and on Behalf of all Others Similarly Situated, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc.	2:10-cv-00942	CA	C.D.	Los Angeles
176.	Nellie Yazitchyan, Bertram Srourian and Aza Srourian, on Behalf of the Themselves and All Others Similarly Situated as Well as on Behalf of the California Class, v. Toyota Motor Sales, U.S.A., Inc., a California corporation, Toyota Motor Engineering & Manufacturing North America, Inc.	2:10-cv-01822	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
177.	Walter McKinney and Frankie McKinney, Elen Edilyan, on Behalf of the Themselves and All Others Similarly Situated as Well as on Behalf of the California Class, v. Toyota Motor Sales, U.S.A., Inc., a California corporation, Toyota Motor Engineering & Manufacturing North America, Inc.	2:10-cv-01825	CA	C.D.	Los Angeles
178.	Lacey Laudicina and Kevin Funez, individually and on behalf of all other similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc,	2:10-cv-01030	CA	C.D.	Los Angeles
179.	T. Leigh Beard, Catherine Nguyen and Malina Salvador, in their individual capacities, and on behalf of all others similarly situated, v. Toyota Motor Corporation; Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; Toyota Motor Sales, U.S.A., Inc.	8:10-cv-00183	CA	C.D.	Los Angeles
180.	Max L. Lieberman, and Phyllis C. Lieberman, , individually and on behalf of all other similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	2:10-cv-01073	CA	C.D.	Los Angeles
181.	Rhonda Talbot, on behalf of herself and her monir child, A.V., and all other similarly situated, v. Toyota Motor North Ameirca, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; and Toyota Motor Sales, U.S.A., Inc.	2:10-cv-01039	CA	C.D.	Los Angeles
182.	Katy Boyask, on Behalf of Herself and All Others Similarly Situated, v. Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Corp.	2:10-cv-01153	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
183.	Kerri Madden, on behalf of herself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.; Toyota Motor Manufacturing, California, Inc.; Toyota Motor Corporation.	2:10-cv-01094	CA	C.D.	Los Angeles
184.	Sam Goldberger, on Behalf of Himself and All Others Similarly Situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation	2:10-cv-02264	CA	C.D.	Los Angeles
185.	Gloria Park, on behalf of herself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-01264	CA	C.D.	Los Angeles
186.	Ernest Cornell, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.	2:10-cv-01349	CA	C.D.	Los Angeles
187.	Kathy Kallenbach and James Peterschmidt, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing, North America, Inc., Toyota Motor Corporation	2:10-cv-01604	CA	C.D.	Los Angeles
188.	Green Spot Motors Co., Daniel Boudreault, and Daniel Hamilton, individually and on behalf of themselves and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.	8:10-cv-00312	CA	C.D.	Los Angeles
189.	Curtis and Jackie McCleskey individually and on behalf of all others similarly situated, v. Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc.	2:10-cv-01889	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
190.	Beverly Yip, on behalf of herself and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.	2:10-cv-01927	CA	C.D.	Los Angeles
191.	Linda Tang, on behalf of herself and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation, Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing, Kentucky, Inc.	2:10-cv-01939			
192.	Meredith Heller, on Behalf of Herself and All Others Similarly Situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation	2:10-cv-01979			
193.	Dawn De Vincenzi, individually and on behalf of all others similarly situated, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc.	8:10-cv-00328	CA	C.D.	Southern
194.	Donald Graham, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02022	CA	C.D.	Los Angeles
195.	John Flook, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02023	CA	C.D.	Los Angeles
196.	Thomas E. Gudmundson, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02021	CA	C.D.	Los Angeles
197.	Ebony Brown, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02080	CA	C.D.	Los Angeles
198.	Rodney Josephson, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02077	CA	C.D.	Los Angeles
199.	Gary Davis, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02078	CA	C.D.	Los Angeles
200.	Elizabeth Van Zyl, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02147	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
201.	Christine Hotaling, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02271	CA	C.D.	Los Angeles
202.	Gary Brown, Individually and on Behalf of All Others Similarly Situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Corporation	2:10-cv-02284	CA	C.D.	Los Angeles
203.	Grace and Ronald Shigematsu, Individually, and on behalf of themselves and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.	2:10-cv-02179	CA	C.D.	Los Angeles
204.	Henry and Veronica Troup, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02272	CA	C.D.	Los Angeles
205.	Stacey C. Schott, v. Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc.; Toyota Motor Engineering & Manufacturing North America, Inc.	8:11-cv-00104 (formerly 1:10-cv-09188)	NY	S.D.	Foley Square
206.	Charmayne Bennett, Carol Danzinger, Vuin Edwards Epps, Ziva Goldstein, Charles Henry, Ada Morales, Linda Savoy, and Judy Veitz on behalf of themselves and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.	2:10-cv-07778	CA	C.D.	Los Angeles
207.	Rosetta Rehder, individually and on behalf of other members of the general public similarly situated, v. Toyota Motor Corp., Toyota Motor North America Inc., Toyota Engineering and Manufacturing North America Inc., Toyota Motor Sales USA, Inc.	2:10-cv-01325	CA	C.D.	Los Angeles
208.	Stefanie Bradley, on behalf of herself, and all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation, Toyota Motor North America, Inc.	2:10-cv-03309	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
209.	Robyn Saba and Charles Saba, on behalf of themselves and all others similarly situated, v. Toyota Motor Sales, USA., Inc., and Toyota Motor Credit Corp.	2:10-cv-03161	CA	C.D.	Los Angeles
210.	Joseph J. and Nancy L Boppre, Howard Stern, and Carol Ann Henderson, individually and on behalf of all others similarly situated v. Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc.	2:10-cv-03156	CA	C.D.	Los Angeles
211.	Daniel Durgin, on behalf of himself and all others similarly situated, v. Toyota Motor Sales U.S.A., Inc.	2:10-cv-03012	CA	C.D.	Los Angeles
212.	Lydia Ellison, individually and on behalf of herself and all others similarly situated v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.	2:10-cv-03077	CA	C.D.	Los Angeles
213.	Michael Jermakian, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc, a California Corporation; Toyota Motor Corporation, a Japanese Corporation	2:10-cv-02893	CA	C.D.	Los Angeles
214.	Brian Deis, individually and on behalf of the general public and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.	2:10-cv-000458	CA	C.D.	Los Angeles
215.	Deluxe Holdings, Inc,. individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A., Inc. a California Corporation	2:10-cv-02600	CA	C.D.	Los Angeles
216.	SPP, Inc. dba All Star Rent-A-Car, individually and on behalf of all others similarly situated, v. Toyota Motor Sales, U.S.A. Inc. a California Corporation	2:10-cv-02528	CA	C.D.	Los Angeles

No.	Full Case Name	Civ. Action No.	State	District	Division
217.	Meetesh Shah, individually and on behalf of himself and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A. Inc., Toyota Motor North America, Inc.	2:10-cv-00385	CA	C.D.	Los Angeles
218.	Jean Dominguez, on behalf of himself and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North American, Inc.	2:10-cv-00380	CA	C.D.	Los Angeles
219.	Robert Navarro, v. Toyota Motor Sales, U.S.A., Inc.	2:10-cv-02276	CA	C.D.	Los Angeles
220.	Linda Summerville, v. Toyota Motor Sales, U.S.A, Inc.	2:10-cv-02274	CA	C.D.	Los Angeles
221.	Karen Bickel, individually and on behalf of herself and all others similarly situated, v. Toyota Motor Corporation; Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North American, Inc.	2:10-cv-02262	CA	C.D.	Los Angeles

Exhibit 2

CLAIM FORM FOR ALLEGED DIMINISHED VALUE FUND

In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation

Class Members are eligible to submit this Claim Form **only if** you are a Class Member who:

(1) sold or traded in an owned Subject Vehicle(s) during the period from September 1, 2009 to December 31, 2010, inclusive;

(2) returned a leased Subject Vehicle(s) before the lease termination date during the period from September 1, 2009 to December 31, 2010, inclusive;

(3) insured and/or guaranteed the residual value of a Subject Vehicle as of September 1, 2009, and with respect to such Subject Vehicle, thereafter either made payment to an insured, or sold the Subject Vehicle, provided such payment or sale was made by a Residual Value Insurer on or before December 31, 2010;

(4) returned a leased Subject Vehicle before the lease termination date, after having reported an alleged unintended acceleration event(s) to Toyota, an authorized Toyota Dealer or the National Highway Traffic Safety Administration ("NHTSA") before December 1, 2012; or

(5) owned a Subject Vehicle that was declared a total loss by an insurer during the period from September 1, 2009 to December 31, 2010, inclusive.

You may not submit more than one claim for each eligible Subject Vehicle for which you are seeking payment from the settlement funds.

INSTRUCTIONS FOR SUBMITTING A CLAIM FOR PAYMENT FROM THE SETTLEMENT ALLEGED DIMINISHED VALUE FUND:

1) If you complete the Claim Form online at www.**[website]**.com, when you type your VIN (Vehicle Identification Number) in the applicable section below, some of the boxes in this Claim Form will be automatically filled in. You must make ALL corrections that are necessary and/or include ALL missing information.

2) For owners who sold or traded in: If eligible, you must complete ALL remaining information fields in Section I (Information if Sold or Traded In a Subject Vehicle You Owned During the Period from September 1, 2009 to December 31, 2010, Inclusive) below if you sold a Subject Vehicle(s) you owned during the period from September 1, 2009 to December 31, 2010, inclusive. If you are filing a claim for more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested or, if you are filing this Claim Form on-line, please check the box allowing you to include rows for more than one Subject Vehicle.

3) For certain early lease terminations: If eligible, you must complete ALL remaining information fields in Section II (Information If Returned In Subject Vehicle Before Early Lease Termination) below if you are a lessee who and returned the Subject Vehicle(s) before the lease termination date during the period from September 1, 2009 to December 31, 2010,

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inclusive. If you are filing a claim for more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested or, if you are filing this Claim Form on-line, please check the box allowing you to include rows for more than one Subject Vehicle.

4) For Residual Value Insurers: If eligible, you must complete ALL remaining information fields in Section III (Information If Insured or Guaranteed the Residual Value of a Subject Vehicle as of September 1, 2009 and Thereafter Made a Payment as a Residual Value Insurer on or Before December 31, 2010) below if you insured and/or guaranteed the residual value of a Subject Vehicle as of September 1, 2009 and made a payment to an insured or sold the Subject Vehicle as a Residual Value Insurer, provided that such payment or sale was made by you on or before December 31, 2010. If you are filing a claim for more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested or, if you are filing this Claim Form on-line, please check the box allowing you to include rows for more than one Subject Vehicle.

5) For certain other early lease terminations: If eligible, you must complete ALL remaining information fields in Sections IV (Information If Returned a Leased Subject Vehicle Before Lease Termination and After Reporting an Unintended Acceleration Event Before December 1, 2012) and VI below if you returned a leased Subject Vehicle before the lease termination date, after having reported an alleged unintended acceleration event(s) as defined below in Section VI to Toyota, an authorized Toyota Dealer or NHTSA before December 1, 2012. If you are filing a claim for more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested or, if you are filing this Claim Form on-line, please check the box allowing you to include rows for more than one Subject Vehicle.

6) If eligible, you must complete ALL remaining information fields in Section V (Information About a Subject Vehicle That Was Declared a Total Loss by an Insurer During the Period from September 1, 2009 to December 31, 2010, Inclusive) below if you had a Subject Vehicle that was declared a total loss by an insurer during the period from September 1, 2009 to December 31, 2010, inclusive. If you are filing a claim for more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested or, if you are filing this Claim Form on-line, please check the box allowing you to include rows for more than one Subject Vehicle.

7) Please complete Section VI (Unintended Acceleration Event) relating to an unintended acceleration event only if you are eligible for and have completed section(s) I through V, as applicable.

8) You must review, sign and date Section VII (Attestation) below.

9) Finally, your completed Claim Form and supporting documentation must be submitted electronically no later than [DATE]and/or postmarked no later than **[DATE]**. You can mail the Claim Form and supporting documentation to:

Class Action Settlement Administrator
[Address]
[City, State, Zip Code]

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Or you can e-mail the completed Claim Form and supporting documentation (in PDF) to **[Administrator's e-mail address]**. Or you can complete the Claim Form online and separately submit a copy of the Claim Form and supporting documentation to the address listed above so the Class Action Settlement Administrator can track the claim.

You may also submit the Claim Form electronically at the website and the supporting documentation by mail. If you do this, you must include either a copy of this completed Claim Form or a cover statement providing the same information for any documentation that is submitted to support your Claim. This will allow the Class Action Settlement Administrator to process your Claim for payment, if your claim is timely and complete.

Failure to timely complete all relevant portions of the Claim Form and submit any required documentation may result in the denial of your Claim. Thus, you will receive no cash payment for your claim. The Class Action Settlement Administrator has the right to request verification of eligibility, including of purchase, ownership, lease or resale of the Subject Vehicle(s), to participate in this fund.

Payment amounts to eligible Class Members will vary depending upon, among other factors, the number of Subject Vehicles claimed by you and/or all Class Members for this Alleged Diminished Value Fund, the states/locations in which the purchases and sales occurred, adjustments and deductions as specified in the Settlement Agreement and/or any and all exhibits or protocols, and the amounts required for other items for which this Alleged Diminished Value Fund may be used.

SECTION I: Information If Sold or Traded In a Subject Vehicle You Owned During the Period from September 1, 2009 to December 31, 2010, Inclusive		
Name: *Last*	*First*	*Middle initial*
Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION.)	*Telephone Number:*	
Make, Model, and Model Year of Vehicle		
Month and Year of Sale:		
Your Address: *Number/Street/P.O. Box No.*		

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City:	*State:*	*Zip Code:*

Attach to this Claim Form copies of documents containing **ONE** of the following **SALE OR TRADE-IN** information:
1) Vehicle sale contract.
2) Documentation of trade-in if the Subject Vehicle was traded in to purchase another vehicle.
3) State department of motor vehicle purchase/registration form to whom the Subject Vehicle was sold.
4) Other documents evidencing the sale or evidencing why you don't have the documents.

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SECTION II: Information If Returned Subject Vehicle Before Early Lease Termination		
Name: *Last*	*First*	*Middle initial*

Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION.)	*Telephone Number:*
Make, Model, and Model Year of Vehicle	
Month and Year of Lease Termination:	

Your Address: *Number/Street/P.O. Box No.*		
City:	*State:*	*Zip Code:*

Attach to this Claim Form copies of documents containing **ONE** of the following **EARLY LEASE TERMINATION** information:
1) Vehicle lease termination contract.
2) Documentation of trade-in if the Subject Vehicle was traded in to purchase another vehicle if early lease termination is evidenced.
3) State department of motor vehicle purchase/registration form if early lease termination is evidenced.
4) Other documents evidencing the lease termination or evidencing why you don't have the documents.

SECTION III: Information If Insured or Guaranteed the Residual Value of a Subject Vehicle as of September 1, 2009 and Thereafter Made a Payment as a Residual Value on or Before December 31, 2010	
Company Name:	
Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER	*Telephone Number:*

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BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION.)	
Make, Model, and Model Year of Vehicle	
Month and Year of Lease Termination	
Insurer's Address: *Number/Street/P.O. Box No.*	

City:	*State:*	*Zip Code:*

Attach to this Claim Form copy(ies) of a document(s) indicating payment amount, date and the Subject Vehicle(s) at issue for the **EARLY LEASE TERMINATION**
Document(s) indicating payment and Subject Vehicle(s) at issue

SECTION IV: Information If Returned a Leased Subject Vehicle Before Lease Termination and After Reporting an Unintended Acceleration Event Before December 1, 2012 (You Must Also Complete Section VI Below)		
Name: *Last or Company Name*	*First*	*Middle initial*

Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION.)	*Telephone Number:*
Make, Model, and Model Year of Vehicle	
Month and Year of Lease Termination:	
Your Address: *Number/Street/P.O. Box No.*	

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City:	*State:*	*Zip Code:*

Attach to this Claim Form copy(ies) of a document(s) indicating **EARLY LEASE TERMINATION EVENT.** You MUST also complete Section VI Reported Unintended Acceleration Event) below.
1) Vehicle lease termination contract.
2) Documentation of trade-in if the Subject Vehicle was traded in to purchase another vehicle if early lease termination is evidenced.
3) State department of motor vehicle purchase/registration form if early lease termination is evidenced.
4) Other documents evidencing the lease termination or evidencing why you don't have the documents.

SECTION V: Information About a Subject Vehicle That Was Declared a Total Loss by an Insurer During the Period from September 1, 2009 to December 31, 2010, Inclusive		
Name: *Last*	*First*	*Middle initial*
Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION.)	*Telephone Number:*	
Make, Model, and Model Year of Vehicle		
Month and Year of Total Loss:		
Your Address: *Number/Street/P.O. Box No.*		
City:	*State:*	*Zip Code:*

Attach to this Claim Form copies of documents evidencing the **TOTAL LOSS** and payment therefor.

Do Not Use for Submission

SECTION VI: Reported Unintended Acceleration Event

Please ONLY mark in the boxes/bubbles indicated, because these cards may be machine-read and any extraneous marks may interfere with/delay processing.

Do not complete unless you have filled out one of Sections I through IV.

I state that

☐ On or before December 1, 2012, I reported to Toyota (or an authorized Toyota dealer) or to NHTSA that I/a driver of this vehicle listed above believed that one or more of the following symptoms occurred in this vehicle:

- an unintended acceleration-related symptom as to which Toyota inspected my vehicle and was unable to identify the cause of the symptom;
- the possible loss of brake vacuum assist;
- an accelerator pedal that was slow to return or stuck in a partially depressed position;
- interference with the vehicle's accelerator pedal with an incompatible or unsecured floor mat;
- increasing acceleration of the vehicle despite depressing only the brake pedal;
- acceleration (or failure to decelerate) when both the brake and accelerator pedals were depressed;
- rough or otherwise undesirable transmission shift sensation;
- the brakes did not respond as expected;
- unfamiliarity with the push-button on/off button;
- unexpected operation of the cruise control system;
- one or more drivability concerns (e.g., hesitation, surging, lurching, etc.);or
- high engine RPM at idle.

☐ or I state that I made no such reports.

CONFIRMATION OF PRIOR REPORTING OF UNINTENDED ACCELERATION EVENT MAY BE REQUESTED BY THE CLASS ACTION SETTLEMENT ADMINISTRATOR

SECTION VII: Attestation

I declare or affirm, under penalty of perjury under the laws of the United States, that the information in this Claim Form is true and correct to the best of my knowledge, information and belief, that I can make this claim, and have the authority to submit this Claim Form. I understand that my Claim Form may be subject to audit, verification and Court review.

SIGNED:_____ **DATE:**_____

Claim Forms must be electronically submitted (with necessary supporting documentation provided by e-mail or U.S. Mail) or postmarked no later than [DATE]. Questions? Visit

Do Not Use for Submission

www.[website].com or call, toll-free, **[number]**.

Toyota and/or the Class Action Settlement Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail, including, but not limited to, supporting documentation submissions and/or responses to requests for verification.

Do Not Use for Submission

Exhibit 3

CLAIM FORM FOR SUBJECT VEHICLES NOT ELIGIBLE TO RECEIVE THE BRAKE OVERRIDE SYSTEM

In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation

Class Members are eligible to submit this Claim Form **only if** you are a Class Member who, as of **[date]** you were a current owner or lease of a Subject Vehicle, unless: (i) your Subject Vehicle is a hybrid vehicle; (ii) you already actually received Brake Override System on the Subject Vehicle; and/or (iii) you are eligible to receive the Brake Override System on their Subject Vehicle. You may not submit more than one Claim for each eligible Subject Vehicle for which you are seeking payment from the settlement funds.

INSTRUCTIONS FOR SUBMITTING A CLAIM FOR PAYMENT FROM THE SETTLEMENT FUND:

1) If you complete the Claim Form online at www.**[website]**.com, when you type your VIN (Vehicle Identification Number) in Section I (Information on Class Member and Subject Vehicle) below, some of the boxes in this Claim Form will be automatically filled in. You must make ALL corrections that are necessary and/or include ALL missing information. If you are filing a claim for more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested, or, if you are filing this Claim Form on-line, please check the box allowing you to include rows for more than one Subject Vehicle.

2) If applicable, please complete Section II (Reported Unintended Acceleration Event) relating to an unintended acceleration event.

3) You must review, sign and date Section III (Attestation) below.

4) Finally, your completed Claim Form must be submitted electronically no later than **[DATE]** or postmarked no later than **[DATE]**. The completed Claim Form can be submitted on line at **[website]** or mailed to:

Class Action Settlement Administrator
[Address]
[City, State, Zip Code]

Or e-mailed to **[Administrator's e-mail address]**.

Failure to timely complete all relevant portions of the Claim Form may result in the denial of your Claim. Thus, you will receive no cash payment for your claim. The Class Action Settlement Administrator has the right to request verification of eligibility to participate in this fund.

Payment amounts to eligible Class Members will vary depending upon, among other factors, the number of Subject Vehicles claimed by you and/or all Class Members for this Cash Payment in Lieu of BOS Settlement Fund, adjustments and deductions as specified in the Settlement Agreement and/or any and all exhibits or allocation process, and the amounts required for other items for which this Cash Payment in Lieu of BOS Settlement Fund may be used.

Do Not Use for Submission

SECTION I: Information on Class Member and Subject Vehicle

Name:

Last	*First*	*Middle initial*

Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION.)	*Telephone Number:*

Make, Model, and Model Year of Vehicle

Your Address:

Number/Street/P.O. Box No.

City:	*State:*	*Zip Code:*

SECTION II: Reported Unintended Acceleration Event

Please ONLY mark in the boxes/bubbles indicated, because these cards may be machine-read and any extraneous marks may interfere with/delay processing.

Do not complete unless you have filled out Section I above

I state that

☐ On or before December 1, 2012, I reported to Toyota (or an authorized Toyota dealer) or to NHTSA that I/a driver of this vehicle listed above believed that one or more of the following symptoms occurred in this vehicle:

- an unintended acceleration-related symptom as to which Toyota inspected my vehicle and was unable to identify the cause of the symptom;
- the possible loss of brake vacuum assist;
- an accelerator pedal that was slow to return or stuck in a partially depressed position;
- interference with the vehicle's accelerator pedal with an incompatible or unsecured floor mat;
- increasing acceleration of the vehicle despite depressing only the brake pedal;
- acceleration (or failure to decelerate) when both the brake and accelerator pedals were depressed;
- rough or otherwise undesirable transmission shift sensation;
- the brakes did not respond as expected;
- unfamiliarity with the push-button on/off button;
- unexpected operation of the cruise control system;
- one or more drivability concerns (e.g., hesitation, surging, lurching, etc.);or
- high engine RPM at idle.

☐ or I state that I made no such reports.

SECTION III: Attestation

I declare or affirm, under penalty of perjury under the laws of the United States, that the information in this Claim Form is true and correct to the best of my knowledge, information and belief, that I can make this claim, and have the authority to submit this Claim Form. I understand that my Claim Form may be subject to audit, verification and Court review.

SIGNED:_____ **DATE:**_____

Claim Forms must be electronically submitted or postmarked no later than [DATE]. Questions? Visit **www.[website].com** or call, toll-free, **[number]**.

Toyota and/or the Class Action Settlement Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail, including, but not limited to, any responses to requests for verification.

Do Not Use for Submission

Exhibit 4

Authorized by the U.S. District Court for the Central District of California

Notice of Pendency and Proposed Settlement of Class Action Involving Certain Toyota, Lexus and Scion Vehicles

Para ver este aviso en espanol, visita www.[website]

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you may have a right to know about a proposed settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation,* Case No. 8:10ML2151 JVS (FMOx). The defendants are Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc. (together "Toyota"). This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Payments and other benefits will be distributed only if the Court finally approves the settlement and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Toyota, Lexus, and/or Scion dealers as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

Your legal rights may be affected even if you do not act.
Please read this Notice carefully.

YOUR RIGHTS AND CHOICES

YOU MAY:		*DUE DATE*
FILE A CLAIM FORM(S)	This is the only way that you can get monetary benefits for which you may be eligible.	***[date(s)]***
OBJECT	Write to the Court about why you don't like the proposed settlement.	***[date]***
EXCLUDE YOURSELF	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to certain settlement benefits, but you keep your right to sue Toyota about the issues in the lawsuit.	***[date]***
APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement.	***[Appearance deadline - date]*** ***[Fairness Hearing date and time]***
DO NOTHING	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Toyota about the issues in the lawsuit.	

2. What is the lawsuit about?

The class action lawsuit claims that certain Toyota, Scion and Lexus vehicles equipped with electronic throttle control systems ("ETCS") are defective and can experience acceleration that is unintended by the driver. As a result, the lawsuit pursues claims for breach of warranties, unjust enrichment, and violations of various state consumer protection statutes, among other claims. You can read the Third Amended Economic Loss Master Consolidated Complaint by visiting www.[website]. Toyota denies that it has violated any law, denies that it engaged in any wrongdoing, and denies that there is any defect in its ETCS. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury or property damage.

3. What vehicles are included in the settlement?

The following Toyota, Lexus, and Scion vehicles (called the "Subject Vehicles") equipped or installed with an ETCS distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions are included:

Toyota	
Model	**Model Years**
4Runner	2001-2010
Avalon	2005-2010
Camry	2002-2010
CamryHV	2007-2010
Camry Solara (2AZ)	2002-2008
Camry Solara (except 2AZ)	2004-2008
Celica (2ZZ)	2003-2005
Corolla (except 2ZZ)	2005-2010
Corolla Matrix (except 1ZZ 4WD, 2ZZ)	2005-2010
FJ Cruiser	2007-2010
Highlander	2004-2010
HighlanderHV	2006-2010
Land Cruiser	1998-2010
Prius	2001-2010
RAV4	2004-2010
Sequoia	2001-2010
Sienna	2004-2010
Spyder (MR2) SMT	2001-2005
Supra (2JZ-GE)	1998
Tacoma (5VZ w/ETCS-i)	2003-2004
Tacoma	2005-2010
Tundra (except 5VZ)	2000-2010
Tundra (5VZ)	2003-2004
Venza	2009-2010
Yaris Hatchback (Puerto Rico only)	2006
Yaris	2007-2010
Lexus	
Model	**Model Years**
ES	2002-2010
GS	1998-2010
GS HV	2007-2010
GX	2003-2010
HS	2010
IS	2001-2010
LS	1998-2010
LS HV	2008-2010
LX	1998-2010
RX	2004-2010
RX HV	2006-2008, 2010
SC	1998-2000, 2002-2010
Scion	
Model	**Model Years**

xB	2008-2010
xD	2008-2010
tC	2005-2010

4. Why is this a class action?

In a class action, people called "class representatives" sue on behalf of other people who have similar claims. All of these people together are the "Class" or "Class Members" if the Court approves this procedure. Then, that Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Toyota from liability. The settlement does not mean that Toyota broke any laws and/or did anything wrong, and the Court did not decide which side was right. The settlement here has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (called "Class Counsel") believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person, entity or organization who, at any time before [date of Preliminary Approval Order], own or owned, purchase(d), lease(d) and/or insure(d) the residual value as a Residual Value Insurer of a Subject Vehicle equipped or installed with an ETCS distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions. This is called the "Class." Please note that, if you are a Class Member, you do not need to currently own, lease or insure, as a Residual Value Insurer, the residual value of a Subject Vehicle to

be part of the settlement.

Excluded from the Class are: (a) Toyota, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Class Counsel, Allocation Counsel and their employees; (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.

7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, you may call [toll free number of Class Action Settlement Administrator]. Please do not contact Toyota, Lexus, and/or Scion or dealers as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

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

8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors, including, among other things, the model and model year of your vehicle, whether you still own, lease or insure the residual value of the vehicle, and the state of your residence. The settlement benefits are outlined generally below, but more information can be found at the settlement website. The Court still has to decide whether to finally approve the settlement. Benefits will be provided only if the Court finally approves the settlement and, for some benefits, only after any appeal period expires or any appeals are resolved in favor of the settlement. We do not know when the Court will finally approve the settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [settlement website] regularly for updates regarding the settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form. If you do nothing, you may not receive certain benefits from the settlement, and, as a Class Member, you will not be able to sue Toyota about the issues in the lawsuit.

a. Money Payment to Certain Former Owners or Lessors and Residual Value Insurers.

If the settlement is finally approved (including any appeals resolved in favor of the settlement), Toyota will pay $250 million into a fund for distribution to eligible Class Members who: (a) sold or traded in an owned Subject Vehicle during the period September 1, 2009 to December 31, 2010, inclusive; (b) returned a leased Subject Vehicle before the lease termination date during the period September 1, 2009 to December 31, 2010, inclusive; or (c) insured and/or guaranteed the residual value of a Subject Vehicle as of September 1, 2009, and with respect to such Subject Vehicle, thereafter either made payment to an insured, or sold the Subject Vehicle, provided such payment or sale was made by a Residual Value Insurer on or before December 31, 2010; or (d) returned a leased Subject Vehicle before the lease termination date, after having reported an alleged unintended acceleration event(s) (as defined in the attached Claim Form) to Toyota, an authorized Toyota Dealer or the National Highway Traffic Safety Administration ("NHTSA") before December 1, 2012; or (e) owned a Subject Vehicle that was declared a total loss by an insurer during the period from September 1, 2009 to December 31, 2010, inclusive.

Plaintiffs' expert witness in the lawsuit identified the period September 1, 2009 to December 31, 2010 as a period in which the Subject Vehicles may have suffered a loss in value due to publicity associated with certain of the Subject Vehicles. This fund will be distributed to eligible Class Members according to a Plan of Allocation that is available at the settlement website. Your payment may range from $____ to $____ [numbers to be inserted at time of mailing], depending on the make, model, and model year of the Subject Vehicle, when you sold or returned the Subject Vehicle, the state in which you reside, the number of claims submitted, and other adjustments and deductions. It is possible that your payment will be lower, however. Please refer to the Plan of Allocation at [settlement website] in order to obtain more details.

By no later than February 15, 2013, you will be able to visit [website], enter certain information and get additional information about the settlement benefits, including this fund.

If the fund amount is insufficient to cover all claims, payments will be reduced on a pro-rata basis. Please note, if any money remains in the fund, it will be applied as follows: half to reimburse any costs associated with notice and administration of the settlement and half to the automobile safety research and education fund described below in section 8(e) until Toyota's notice and administration costs are fully reimbursed and then 100% to the automobile safety research and education fund described below.

Important: *In order to receive money from this fund, eligible Class Members must complete and submit the proper Claim Form* ***on or before [date]***. If you are an eligible Class Member, you can complete and submit a Claim Form online at www.[website]. Alternatively, if you are an eligible Class Member, you can obtain a Claim Form from the settlement website, print it out, complete it, and mail it on or before **[date]** to the settlement administrator at [contact and address]. Class Members submitting Claim Forms must timely provide all information requested on the Claim Form in order to demonstrate eligibility to receive a payment.

b. Brake Override System Installation.

If the settlement is finally approved, Class Members who currently own or lease the Subject Vehicles specified below may have a brake override system installed on their vehicle at no cost to them. The brake override system will automatically reduce engine power when the brake pedal and the accelerator pedal are applied simultaneously under certain driving conditions. Toyota will begin to offer this benefit over time, beginning after final approval by the Court.

If you are eligible for this benefit, to take advantage of it, you need only take your vehicle to a Toyota/Lexus authorized dealer. This benefit is available for two years from the date Toyota gives notice on [website] that the brake override system is available for a particular eligible Subject Vehicle – so please check [settlement website] regularly for updates. You must still own or lease and possess your vehicle at the time you seek the brake override system. However, this benefit will be automatically transferred with the eligible Subject Vehicle. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible to receive a brake override system.

If the settlement is approved, the following non-hybrid models equipped with ETCS are eligible for a brake override system as part of this settlement:

Toyota Models	**Model Years**
4Runner	2003-2009
Corolla	2009-2010
Highlander	2008-2010
Land Cruiser	2008-2010
RAV4	2006-2010
Tundra	2007-2010
Lexus Models	**Model Years**
LX	2008-2010
RX	2010

In addition, Toyota previously offered to install a brake override system on the following non-hybrid models equipped with ETCS; these models are eligible to receive this brake override system without any deadline if you did not previously have it installed. Toyota will also send a reminder to current owners or lessees who did not already have the brake override system installed on their Subject Vehicles.

Toyota Models	**Model Years**
Avalon	2005-2010
Camry	2007-2010
Sequoia[1]	2008-2010
Tacoma	2005-2010
Venza	2009-2010
Lexus Models	**Model Years**
ES	2007-2010
IS	2006-2010
IS-F	2008-2010

In addition, hybrid Subject Vehicles already have something called Parts Protection Logic that, among other things, performs a similar function as a brake override system.

c. Money Payment to Eligible Current Owners and Lessees In Lieu of Offer of Brake Override System Installation.

If the settlement is finally approved (including any appeals resolved in favor of the settlement), Toyota will pay $250 million into a fund for distribution to eligible Class Members who still own or lease their Subject Vehicles, unless (a) their Subject Vehicle is a hybrid vehicle; (b) they already actually received a brake override system installation on their Subject Vehicle; or (c) they are eligible for the brake override system on their Subject Vehicles described above in section 8(b). This fund will be distributed according to a Plan of Allocation that is available at the settlement website. Eligible Class Members' payments may range from $37 to $125, depending on the state in which you reside, the number of claims submitted, and other adjustments and deductions. It is possible that payments will be lower, however, or may be higher, depending upon the number of Claims submitted and other factors, but in no event will exceed $125. Please refer to the Plan of Allocation at [website] in order to obtain more details.

By no later than February 15, 2013, you will be able to visit [website], enter certain information and get additional information about the settlement benefits, including this fund.

[1] Toyota will continue to install the brake override system on Sequoia vehicles that have not yet received the brake override system, up to the end-date of the current Sequoia limited service campaign of October 31, 2013.

Please note, if the fund amount is insufficient to cover all claims, payments will be reduced on a pro-rata basis. If any money remains in the fund, it will be applied in the same manner described above in section 8(a).

***Important**: In order to receive money from this fund, eligible Class Members must complete and submit the applicable Claim Form **on or before** _____*. If you are an eligible Class Member, you can complete and submit the Claim Form online at www.[website]. Alternatively, if you are an eligible Class Member, you can obtain the Claim Form from the settlement website, print it out, complete it, and mail it on or before **[date]** to the settlement administrator at [contact and address]. Class Members submitting Claim Forms must timely provide all information requested on the Claim Form in order to demonstrate eligibility to receive a payment.

d. Customer Support Program.

If the settlement is finally approved, for Class Members who still possess their Subject Vehicles, Toyota will implement a Customer Support Program that will stand by the reliability of the vehicles by providing provide prospective coverage for repairs and adjustments needed to correct defects, if any, in materials or workmanship in certain parts associated with the vehicle's operation at no cost to the owner or lessee if any of those parts fail, break, or malfunction. The Customer Support Program will last for ten (10) years after the expiration of any existing warranty for each of the covered parts, subject to a maximum limit of 150,000 miles, except that each eligible vehicle will receive no less than three (3) years of coverage from the date of final settlement approval (regardless of when the underlying warranty expires and your vehicle's mileage), if the Court finally approves the settlement. The covered parts are the: (i) engine control module; (ii) cruise control switch; (iii) accelerator pedal assembly; (iv) stop lamp switch; and (v) throttle body assembly. The Customer Support Program is transferable with the Subject Vehicle.

If you are a Class Member who is eligible for the Customer Support Program, you need not take any action in order to be eligible to participate in the Customer Support Program. If a covered part fails, breaks, or malfunctions due to a defect in materials or workmanship from the date of final approval through the end of the Customer Service Program, you should take your vehicle to a Toyota/Lexus/Scion authorized dealer for repair or adjustment under the Customer Support Program.

If you received a post-card notifying you of the proposed settlement, you should tear off the portion referring to the Customer Support Program and place it in your vehicle's glove box. You also can obtain a document summarizing the Customer Support Program at [settlement website]. You do not need to have the summary to receive the benefits of the Customer

Support Program, but it may serve as a reminder to you in the event any covered part fails, breaks or malfunctions. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

e. Automobile Safety and Education Program Payment.

If the settlement is finally approved (including any appeals resolved in favor of the settlement), Toyota will pay $30,000,000 to fund a program for automobile safety and education related to issues in the lawsuit. Toyota's payment will be divided between contributions to university-based automobile/transportation research and an education/information program for automobile drivers. Contributions to the university programs will be for the purposes of researching issues to develop advances in active safety features, vehicle control and driver attention. The education/information program will consist of an education campaign focused on driver safety. If amounts remain from the settlement funds identified above in sections 8(a) and 8(c), any future money contributed to research and education programs will be divided for the same purposes as outlined above. More details on the Automobile Safety and Education Program can be found at **[settlement website.]**.

9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Toyota from liability and will not be able to sue Toyota about the issues in the lawsuit. The Settlement Agreement at section VI describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section in Appendix A to this Notice. The Settlement Agreement is available at www.[website]. You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Toyota over the legal issues in the lawsuit, then you must take steps to get out of this settlement. This is called asking to be excluded from the Class, also referred to as "opting out" of the Class.

10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot get settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Toyota in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

11. If I don't exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Toyota for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Toyota about the issues in the lawsuit.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** send a letter by mail saying that you want to be excluded from the settlement in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation* and mention the case number (No. 8:10ML2151 JVS (FMOx)). In the letter, you **must** include your name, address, year, make, model, and VIN number of your vehicle, your telephone number, and your signature. You can't ask to be excluded over the phone or at [settlement website]. You **must** mail your exclusion request postmarked no later than **[date]** to:

[contact and address]

Your exclusion request must be received by [contact] no later than **[date]** to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check www.[settlement website] regularly for updates regarding the settlement.

E. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Class Counsel": Steve W. Berman at Hagens Berman Sobol Shapiro LLP; Marc M. Seltzer at Susman Godfrey L.L.P.; and Frank M. Pitre at Cotchett, Pitre & McCarthy. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees not to exceed $200 million, plus up to an additional $27 million in costs and expenses. These fees and expenses will go to 25 plaintiffs' firms and approximately 85 attorneys who worked on the litigation. Class Counsel will ask for payments to each of the Plaintiffs and Class Representatives of $100 per hour, with a minimum of $2,000 award, for their time invested in connection with the Actions. The Court may award less than these amounts. If the Court awards less than the amounts requested for attorneys' fees and costs, Toyota agrees to pay the remainder to the automobile safety research and education fund. Toyota will separately make the payments that the Court orders up to the amounts identified in this paragraph after the settlement is finally approved (including any appeals resolved in favor of the settlement). These payments will not reduce the value of the settlement benefits made available to Class Members. Toyota will also separately pay these attorneys' fees and expenses and also will pay the costs to provide notice of and to administer the settlement, subject to potential reimbursement of these costs pursuant to the terms of the settlement.

F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

15. How do I tell the Court if I don't like the settlement?

If you are a Class Member, and you don't exclude yourself from the Class, you can object to the settlement if you don't like some part of it. You can give reasons why you think the Court should not approve it. To object, you **must** send a written objection saying that you object to the settlement in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:10ML2151 JVS (FMOx) to Class Counsel and Toyota's Counsel at the address below so that the objection is received by Class Counsel and Toyota's Counsel no later than [date]. To have your objection considered by the Court, you also must file the objection with the Clerk of Court (identified below) so that it is received and filed no later than [date]. In your objection, you **must** provide the specific reason for your objection (including any legal support), any evidence or other information you wish to rely on, a statement of whether you intend to appear at the fairness hearing (discussed below), and information showing that you are a member of the Class, include a list of the Subject Vehicles to which your objection applies (with VIN number, and the make and model of each vehicle), your name, address, telephone number, your signature,

and proof of purchase, ownership and/or lease of a Subject Vehicle.

Clerk of Court United States District Court Central District of California 411 West Fourth Street, Room 1053 Santa Ana, CA 92701-4516	Class Counsel Steve W. Berman Hagens Berman Sobol & Shapiro LLP 1918 Eighth Ave., Suite 3300 Seattle, WA 98101	Toyota's Counsel John P. Hooper Reed Smith 599 Lexington Avenue 22nd Floor New York, NY 10022 J. Gordon Cooney, Jr. Morgan Lewis & Bockius LLP 1701 Market Street Philadelphia, PA 19103-2921

16. What's the difference between objecting and excluding?

Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you don't like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Toyota over the issues in the lawsuit.

G. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement. If you have filed an objection on time and attend the hearing, you may ask to speak, but you don't have to attend or speak.

17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Fairness Hearing at __ p.m. on **[date]** at the Ronald Reagan Federal

Building and United States District Court, Central District of California, 411 West Fourth Street, Santa Ana, CA 92701. 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 will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court and delivered it on time to Class Counsel and Toyota's Counsel, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you **must** send a letter saying that it is your "Notice of Intent to Appear in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*" to Class Counsel and Toyota's Counsel identified above in response to Question 15 so that they receive it no later than [date]. You must also file the document with the Clerk of Court so that it is received and filed no later than [date]. You **must** include your name, address, telephone number, the make and model and VIN number of your vehicle, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at __ p.m. on **[date]**. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement, including its exhibits and addenda. You can get a copy of the Settlement Agreement and other information about the settlement, including, but not limited to, answers

to frequently asked questions and the Claim Forms, at www.[website]. You can also call the toll-free number, [number] or write the settlement administrator at [contact and address]. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Toyota, Lexus, and/or Scion dealers as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

Appendix A – Section VI 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 Order and Final Judgment.

B. In consideration for the Settlement, Class Representatives, Plaintiffs 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 Actions, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles, any and all claims involving the ETCS, any and all claims of unintended acceleration in any manner that are, or could have been, defined, alleged or described in the Economic Loss Master Consolidated Complaint, the Amended Economic Loss Master Consolidated Complaint, the Second Amended Economic Loss Master Consolidated Complaint, the Third Amended Economic Loss Master Consolidated Complaint, the TAMCC, the Actions or any amendments of the Actions, including, but not limited to, the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles.

C. Notwithstanding the foregoing, Class Representatives, Plaintiffs and Class Members are not releasing claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle.

D. The Final Order and Final Judgment will reflect these terms.

E. Class Representatives, Plaintiffs 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.

F. Class Representatives, Plaintiffs 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.

G. In connection with this Agreement, Class Representatives, Plaintiffs 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 Actions and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel and Class Members in executing this Agreement fully, finally and forever to 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 Actions, except as otherwise stated in this Agreement.

H. Class Representatives expressly understand and acknowledge, and all Class Representatives, Plaintiffs and Class Members will be deemed by the Final 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 WHICH THE

CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Class Representatives, 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 California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this 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 Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner 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 Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

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

K. In consideration for the Settlement, 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 Approval Order shall have, released Plaintiffs' Class Counsel and each current and former Plaintiffs and Class Representatives from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives and Plaintiffs' 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 Order and Final Judgment entered by the Court.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

Appendices B and C – Claim Forms

Exhibit 5

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

IN RE: TOYOTA MOTOR CORP. UNINTENDED ACCELERATION MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION THIS DOCUMENT RELATES TO: ALL ECONOMIC LOSS CASES	No. 8:10ML2151 JVS (FMOx) **[PROPOSED] FINAL ORDER APPROVING CLASS ACTION SETTLEMENT**

WHEREAS, the Court, having considered the Settlement Agreement dated December __, 2012 (the "Agreement") between and among the Class Representatives, Plaintiffs' Class Counsel and Defendants Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc. ("Toyota"), the Court's December __, 2012 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. ____) (the "Preliminary Approval Order"), having held a Fairness Hearing on [date], and having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Agreement);

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Final Order Approving Class Action Settlement incorporates herein and makes a part hereof, the Agreement and its exhibits, the Preliminary Approval Order, all exhibits to the Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all parties in the Actions, including, but not limited to all Class Members, and has subject matter jurisdiction over the Actions, including without limitation jurisdiction to approve the Agreement, grant final certification of the Class, to settle and release all claims released in the Agreement and to dismiss the Actions and each Action with prejudice and enter final judgment in each Action.

I. THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the Settlement set forth in the Agreement, objections and responses thereto and all prior proceedings in the Actions, as well as the Agreement itself and its related documents and exhibits, the Court hereby certifies the following nationwide Class (the "Class") for settlement purposes only:

All persons, entities or organizations who, at any time as of or before [date of Preliminary Approval Order], own or owned, purchase(d), lease(d) and/or insure(d) the residual value, as a Residual Value Insurer, as defined in the Agreement, of all Toyota Subject Vehicles equipped or installed with an Electronic Throttle Control System ("ETCS") (as listed in Appendix A to this Final Order) 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, their officers, directors and employees; affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Class Counsel, Allocation Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, and all persons within the third degree of relationship to any such persons, and (d) persons or entities who or which timely and properly excluded themselves from the Class.

The Court finds that only those persons/entities/organizations listed on Appendix B to this Final Order Approving Class Action Settlement have timely and properly excluded themselves from the Class and, therefore, are not bound by this

Final Order Approving Class Action Settlement or the accompanying Final Judgment.

4. The Court finds, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Final Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3):

a. *Numerosity*. The Class, which is ascertainable, consists of millions of members located throughout the United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1). Joinder of these widely-dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality*. There are some questions of law or fact common to the Class with regard to the alleged activities of Toyota in this case. These issues are sufficient to establish commonality under FED. R. CIV. P. 23(a)(2).

c. *Typicality*. The claims of Class Representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation*. Plaintiffs' interests do not conflict with those of absent members of the Classes, and Plaintiffs' interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Class Counsel Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Marc M. Seltzer of Susman Godfrey L.L.P., and Frank M. Pitre of Cotchett, Pitre & McCarthy LLP. Plaintiffs and their counsel have prosecuted this action vigorously on behalf of the Class. The Court finds that the requirement of adequate representation of the Class has been fully met under FED. R. CIV. P. 23(a)(4).

e. *Predominance of Common Issues*. The questions of law or fact

common to the Class Members, as pertains to consideration of the Settlement, predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism*. The class action mechanism provides a superior procedural vehicle for settlement of this matter compared to other available alernatives. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

5. The designated Class Representatives are as follows. Karina Brazdys, John Moscicki, Dale Baldisseri, Peggie Perkin, Kathleen Atwater, Georgann Whelan, Ann Fleming-Weaver, Nancy Seamons, Linda Savoy, Donald Graham, Shirley Ward, John and Mary Ann Laidlaw, Judy Veitz, Victoria and Barry Karlin, Elizabeth Van Zyl, Green Spot Motors Co., Deluxe Holdings Inc. and Auto Lenders Liquidation Center, Inc. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Agreement. The Court reaffirms the appointment of Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Marc M. Seltzer of Susman Godfrey L.L.P., and Frank M. Pitre of Cotchett, Pitre & McCarthy LLP as Plaintiffs' Class Counsel.

6. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

II. NOTICE TO CLASS MEMBERS

7. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order (Dkt. No. ___). The Court finds that such Class Notice: (i) constitutes reasonable and the best practicable notice to Class Members under the circumstances

of the Actions; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Actions and the terms of the Agreement, their right to exclude themselves from the Class or to object to any part of the Settlement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Actions, whether favorable or unfavorable, on all persons who do not exclude themselves from the Class, (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

The Court further finds that the Parties, through the Settlement Notice Administrator, provided notice of the Settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period to comment or object to the Settlement before entering its Final Order and Final Judgment.

III. FINAL APPROVAL OF SETTLEMENT AGREEMENT

8. The Court finds that the Agreement resulted from extensive arm's length good faith negotiations between Plaintiffs' Class Counsel and Toyota, through experienced counsel, with the assistance and oversight of Settlement Special Master Patrick A. Juneau.

9. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in

all respects the Settlement as set forth in the Agreement and finds that the Settlement, the Agreement, the Plan of Allocation and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Agreement is binding on all Class Members, except those identified on Appendix B, and it is to be preclusive in the Actions. The Court also finds that Allocation Counsel adequately and vigorously represented the Class Members' interests in negotiating the Plan of Allocation. The decisions of the Class Action Settlement Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to this Settlement Agreement are final and not appealable.

10. The Court finds that the Settlement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion underlying the Settlement; (b) the complexity, expense, uncertaintity and likely duration of litigation in the Actions favor settlement on behalf of the Class; (c) the Settlement provides meaningful benefits to the Class; and (d) any and all other applicable factors that favor final approval.

11. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Agreement as (i) shall be consistent in all material respects with this Final Order Approving Class Action Settlement, and (ii) do not limit the rights of the Class.

12. The Court has considered all objections, timely and proper or otherwise, to the Settlement and denies and overrules them as without merit.

IV. DISMISSAL OF CLAIMS, RELEASE AND INJUNCTION

13. The Actions are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Agreement.

14. Upon entry of this Final Order Approving Class Action Settlement and the Final Judgment, Plaintiffs, Class Representatives and each member of the Class (except those listed on Appendix B), 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 Actions, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles, any and all claims involving the ETCS, any and all claims of unintended acceleration in any manner that are, or could have been, defined, alleged or described in the Economic Loss Master Consolidated Complaint, the Amended Economic Loss Master Consolidated Complaint, the Second Amended Economic Loss Master Consolidated Complaint,

the Third Amended Economic Loss Master Consolidated Complaint, the TAMCC, the Actions or any amendments of the Actions, including, but not limited to, the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles. Notwithstanding the foregoing, Plaintiffs and Class Members are not releasing claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle. By not excluding themselves from the Action and to the fullest extent they may lawfully waive such rights, all Class Representatives, Plaintiffs and Class Members are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to section 1542. Section 1542 provides that:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

15. The Court orders that the Agreement shall be the exclusive remedy for all claims released in the Settlement for all Class Members not listed on Appendix B. Therefore, except for those listed on Exhibit B, all Class Members and their representatives, are hereby permanently barred and enjoined from, either directly, representatively, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this permanent

injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement and the Actions.

V. CLASS SETTLEMENT FUND

16. The Court finds and confirms that the Escrow Account is a "qualified settlement fund" as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

(a) The Escrow Account is established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

(b) The Escrow Account is established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and

(c) The assets of the Escrow Account are segregated from other assets of Defendants, the transferor of the payment to the Settlement Funds and controlled by an Escrow Agreement.

17. Under the "relation back" rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

(a) The Escrow Account met the requirements of Paragraphs 16(a) and 16(b) of this Order prior to the date of this Order approving the establishment of the Escrow Account subject to the continued jurisdiction of this Court; and

(b) Defendants and the Class Action Settlement Administrator may jointly elect to treat the Escrow Account as coming into existence as a "qualified settlement fund" on the latter of the date the Escrow Account met the requirements of Paragraphs 16(b) and 16(c) of this Order or January 1 of the calendar year in which all of the requirements of paragraph 16 of this Order are met. If such a relation-back

election is made, the assets held by the Settlement Funds on such date shall be treated as having been transferred to the Escrow Account on that date.

VI. OTHER PROVISIONS

18. Without affecting the finality of this Final Order Approving Class Action Settlement or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Actions and all matters relating to the administration, consummation, enforcement and interpretation of the Agreement and of this Final Order Approving Class Action Settlement and the accompanying Final Judgment, to protect and effectuate this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the Class Representatives, and each Class Member not listed on Appendix B are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Agreement or the applicability of the Agreement, including the Exhibits thereto, and only for such purposes.

19. In the event that the Final Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and other orders entered in connection with the Settlement and releases delivered in connection with the Settlement, shall be vacated and rendered null and void as provided by the Agreement.

20. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt

such amendments to the Agreement (including exhibits) and the Plan of Allocation as are consistent with this Final Order Approving Class Action Settlement and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

21. Nothing in this Final Order Approving Class Action Settlement or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Agreement.

22. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Agreement) is or shall be construed as an admission by the Parties. Neither the Agreement (or its exhibits), the Plan of Allocation, this Final Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Toyota and the Released Parties may file any and all such documents in support of any defense that the Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person who is subject to the release described above in Paragraph 14 asserting a released claim against any of the Released Parties.

24. The Class Action Settlement Administrator shall fulfill any escheatment obligations that arise.

25. A copy of this Final Order Approving Class Action Settlement shall be filed in, and applies to, the Actions.

SO ORDERED this ____ day of _____ 2013.

_____

Honorable James V. Selna
Judge of the United States District Court

APPENDIX A

SUBJECT VEHICLES

APPENDIX B

PERSONS, ENTITIES AND ORGANIZATIONS THAT HAVE PROPERLY EXCLUDED THEMSELVES FROM THE CLASS

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

IN RE: TOYOTA MOTOR CORP. UNINTENDED ACCELERATION MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION THIS DOCUMENT RELATES TO: ALL ECONOMIC LOSS CASES	No. 8:10ML2151 JVS (FMOx) **[PROPOSED] FINAL JUDGMENT**

IT IS on this _____ day of _____ 2013, HEREBY ADJUDGED AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 AS FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement (Dkt, No. __);

(2) For the reasons stated in the Court's Final Order Approving Class Action Settlement, judgment is entered in accordance with the Final Order Approving Class Action Settlement and the following Actions are dismissed with prejudice: [include list of actions from Exhibit to Settlement Agreement];

and

(3) A copy of this Final Judgment shall be filed in, and applies to, all

of the Actions listed above.

SO ORDERED this ____ day of _____ 2013.

_____

Honorable James V. Selna
Judge of the United States District Court

Exhibit 6

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

IN RE: TOYOTA MOTOR CORP. UNINTENDED ACCELERATION MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION THIS DOCUMENT RELATES TO: ALL ECONOMIC LOSS CASES	No. 8:10ML2151 JVS (FMOx) **[PROPOSED] FINAL JUDGMENT**

IT IS on this _____ day of _____ 2013, HEREBY ADJUDGED AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 AS FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement (Dkt, No. __);

(2) For the reasons stated in the Court's Final Order Approving Class Action Settlement, judgment is entered in accordance with the Final Order Approving Class Action Settlement and the following Actions are dismissed with prejudice: [include list of actions from Exhibit to Settlement Agreement];

and

(3) A copy of this Final Judgment shall be filed in, and applies to, all of the Actions listed above.

SO ORDERED this ____ day of _____ 2013.

_____

Honorable James V. Selna
Judge of the United States District Cour

Exhibit 7

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

IN RE: TOYOTA MOTOR CORP. UNINTENDED ACCELERATION MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION	No. 8:10ML2151 JVS (FMOx)
THIS DOCUMENT RELATES TO: ALL ECONOMIC LOSS CASES	**[PROPOSED] ORDER, *INTER ALIA*, GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT, PROVISIONALLY CERTIFYING SETTLEMENT CLASS, DIRECTING NOTICE TO THE CLASS AND SCHEDULING FAIRNESS HEARING.**

WHEREAS, this matter has come before the Court pursuant to *Plaintiffs' Motion for Entry of an Order Granting Preliminary Approval of the Class Settlement and Approving the Form and Method of Notice to the Class* (the "Motion");

WHEREAS, the Court finds that it has jurisdiction over the Actions and each of the parties for purposes of settlement and asserts jurisdiction over the Class Members for purposes of effectuating this settlement and releasing their claims (all capitalized terms as defined in the Settlement Agreement attached hereto as Exhibit 1); and

WHEREAS, this Court has considered all of the submissions related to the Motion and is otherwise fully advised in the premises;

IT IS HEREBY ORDERED AS FOLLOWS:

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The terms of the Settlement Agreement dated December __, 2012, including all exhibits thereto (the "Agreement"), which is attached to the Motion as Exhibit 1, are preliminarily approved as fair, reasonable and adequate, are sufficient to warrant sending notice to the Class, and are subject to further consideration thereof at the Fairness Hearing referenced below. This Order incorporates herein the Agreement, and all of its exhibits and related documents. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meanings in this Order. The Agreement was entered into only after extensive arm's length negotiations by experienced counsel and with the assistance and oversight of Settlement Special Master Patrick A. Juneau. The Court finds that the settlement embodied in the Agreement ("the Settlement") is sufficiently within the range of reasonableness so that notice of the Settlement should be given as provided in the

Agreement and this Order. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the Parties involved in both settlement of these claims and continuation of the litigation.

II. THE CLASS, CLASS REPRESENTATIVES AND CLASS COUNSEL

2. The Court provisionally certifies the following Class for settlement purposes only (the "Class"): all persons, entities or organizations who, at any time as of or before the entry of this Order, own or owned, purchase(d), lease(d) and/or insure(d) the residual value, as a Residual Value Insurer, of all Toyota, Lexus and Scion Subject Vehicles equipped or installed with an Electronic Throttle Control System ("ETCS") 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, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Class Counsel, Allocation Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, and all persons within the third degree of relationship to any such persons; and (d) persons or entities who or which timely and properly exclude themselves from the Class as provided in this Order.

3. The "Subject Vehicles" are listed in Exhibit 10 to the Agreement, which is expressly incorporated in this Order.

4. The Court preliminarily finds, for settlement purposes only and conditioned upon the entry of this Order and the Final Order and Final Judgment, the terms of the Settlement Agreement, and the occurrence of the Final Effective Date,

that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3), and hereby provisionally certifies the Class for settlement purposes only. The Court preliminarily finds, in the specific context of this Settlement, that: (a) the number of Class Members is so numerous that their joinder in one lawsuit would be impractical; (b) there are some questions of law or fact common to the Class that are sufficient for settlement purposes; (c) the claims of Class Representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement; (d) the Class Representatives have fairly and adequately represented the interests of the Class for settlement purposes and the Class Representatives have retained experienced counsel to represent them and the Class – Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Marc M. Seltzer of Susman Godfrey L.L.P., and Frank M. Pitre of Cotchett, Pitre & McCarthy LLP whom the Court finds have satisfied the requirements of Fed. R. Civ. P. 23(a)(4) and 23(g); (e) the questions of law or fact common to the Class, as pertains to consideration of the Settlement, predominate over any questions affecting any individual Class Member; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy through settlement.

5. The Court designates the following plaintiffs as Class Representatives: Karina Brazdys, John Moscicki, Dale Baldisseri, Peggie Perkin, Kathleen Atwater, Georgann Whelan, Ann Fleming-Weaver, Nancy Seamons, Linda Savoy, Donald Graham, Shirley Ward, John and Mary Ann Laidlaw, Judy Veitz, Victoria and Barry Karlin, Elizabeth Van Zyl, Green Spot Motors Co., Deluxe Holdings Inc. and Auto Lenders Liquidation Center, Inc.

6. The Court further preliminarily finds that the following counsel, which

the Court previously appointed interim Co-Lead Counsel, fairly and adequately represent the interests of the Class for settlement purposes and hereby appoints them as counsel for the Class pursuant to FED. R. CIV. P. 23(g):

Steve W. Berman
Hagens Berman Sobol Shapiro LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

Marc M. Seltzer
Susman Godfrey L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067

Frank M. Pitre
Cotchett, Pitre & McCarthy, LLP
840 Malcolm Road, Suite 200
Burlingame, CA 94010

7. If the Agreement is not finally approved by the Court, or for any reason the Final Order and Final Judgment are not entered as contemplated in the Agreement, or the Agreement is terminated pursuant to its terms for any reason or the Final Effective Date does not occur for any reason, then:

(a) All orders and findings entered in connection with the Agreement shall become null and void and have no force or effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;

(b) The provisional certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified;

(c) Nothing contained in this Order is to be construed as a

presumption, concession or admission by or against Toyota or Plaintiffs of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Actions, or in any action or proceeding, including but not limited to, factual or legal matters relating to any effort to certify the Actions or any Action as a class action;

(d) Nothing in this Order pertaining to the Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceeding in the Actions, including, but not limited to, motions or proceedings seeking treatment of the Actions or any Action as a class action;

(e) All of the Court's prior Orders having nothing whatsoever to do with class certification or the Agreement shall, subject to this Order, remain in force and effect; and

(f) The terms in Section IX.D of the Settlement Agreement shall survive.

III. NOTICE TO CLASS MEMBERS

8. The Court has considered the Class Notice in the Agreement and finds that the Class Notice and methodology as described in the Settlement Agreement and in the Declaration of the Settlement Notice Administrator; (a) meet the requirements of due process and FED. R. CIV. P. 23(c) and (e); (b) constitutes the best notice practicable under the circumstances to all persons entitled to notice, and (c) satisfies the Constitutional requirements regarding notice. In addition, the forms of notice (a) apprise Class Members of the pendency of the Action, the terms of the proposed settlement, their rights and deadlines under the Settlement; (b) are written in simple terminology; (c) are readily understandable by Class Members; and (d) comply with

the Federal Judicial Center's illustrative class action notices. The Court approves the Class Notice and methodology as described in the Settlement Agreement and in the Declaration of the Settlement Notice Administrator in all respects, and it hereby orders that notice be commenced no later than [**March 1, 2013**]. The Court understands, however, that the Parties must obtain Toyota customer data from a third-party (as provided below) before distribution of the Short Form Notices, and that the time within which that data can be obtained is not certain.

The Class Action Settlement Administrator shall send the Short Form Notices, substantially in forms attached to the Agreement as Exhibits 12 and 13, by U.S. Mail, proper postage prepaid: (i) to current registered owners of Subject Vehicles; and (ii) registered owners of Subject Vehicles during the period September 1, 2009 through December 31, 2010, as identified by data to be forwarded to the Class Action Settlement Administrator by R.L. Polk & Co. The mailing of Exhibit 13 will be done as part of efforts to notify Class Members who may be eligible for payment from the Alleged Diminished Value Fund pursuant to Section II(A)(2) of the Agreement. The mailings of the Short Form Notices to the persons and entities identified by R.L. Polk & Co. shall be substantially completed by [**April 5, 2013**]. The Parties are hereby ordered to obtain such vehicle registration information through R.L. Polk & Co., which specializes in obtaining such information from, *inter alia*, the applicable Departments of Motor Vehicles.

The Court further approves, as to form and content, the Short Form Notices, the Long Form Notice, and the Summary Settlement Notice. The Court further approves the establishment of an internet website for the Settlement. The website shall include documents relating to the Settlement, Orders of the Court relating to the

Settlement and such other information as Toyota and Class Counsel mutually agree would be beneficial to potential Class Members. Toyota shall pay the costs of the Class Notice in accordance with the Agreement, with the potential for partial or complete reimbursement as set forth in the Agreement. The Parties are hereby authorized to establish the means necessary to implement the notice and/or other terms of the Agreement.

9. The Class Action Settlement Administrator is Gilardi & Company, LLC. Responsibilities of the Class Action Settlement Administrator are found in the Agreement. Not later than [**10 days**] before the date of the Fairness Hearing, the Class Action Settlement Administrator shall file with the Court (a) a list of those persons who have opted out or excluded themselves from the Settlement; (b) the details outlining the scope, methods and results of the Class Notice.

10. The Settlement Notice Administrator is Katherine Kinsella of Kinsella Media, LLC. Responsibilities of the Settlement Notice Administrator are found in the Agreement. Not later than [**10 days**] before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court the details outlining the scope, methods and results of the parts of the Class Notice for which she is responsible under the Agreement.

IV. REQUEST FOR EXCLUSION FROM THE CLASS

11. Class Members who wish to be excluded from the Class must mail a written request for exclusion to the Class Action Settlement Administrator post-marked no later than **[May 6, 2013]**. Any request for exclusion must be signed by the potential Class Member and contain the following information: name, address, and telephone number of the Class Member; the model year, make, model, and

vehicle identification number ("VIN number") of the Class Member's Subject Vehicle(s), the Class Member's signature and statement that the Class Member wants to be excluded from the Class or Settlement in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation* and mention the case number (No. 8:10ML2151 JVS (FMOx)).

12. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement. The Class Action Settlement Administrator shall provide copies of any requests for exclusion to Class Counsel and Toyota's Counsel as provided in the Agreement.

13. Any potential Class Member that does not properly and timely exclude himself/herself/itself from the Class shall remain a Class Member and shall be bound by all the terms and provisions of the Agreement and the Settlement and the Final Order and Final Judgment, whether or not such Class Member objected to the Settlement or submits a Claim Form(s).

V. OBJECTIONS

14. Any Class Member who has not requested exclusion and who wishes to object to the Settlement or Fee Request or incentive payments to the Plaintiffs/Class Representatives must deliver to Class Counsel and Toyota's Counsel identified below so that it is received by [**May 6, 2013**] and on file with the Clerk of Court on or before [**May 6, 2013**] a written statement of his/her/its objection. To be considered by the Court, any objection must be in writing and include the following information: a statement of objection to the settlement in *In re: Toyota Motor Corp.*

Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation, Case No. 8:10ML2151 JVS (FMOx); the name, address, and telephone number of the objecting Class member; the make, model year, and VIN number of the objecting Class member's Subject Vehicle(s); the specific reasons why the Class member objects to the settlement (including any legal support); any evidence or other information the objecting Class Member intends to rely on; a statement whether the objecting Class Member intends to appear at the Fairness Hearing; a list of the Subject Vehicles to which the objection applies; the Class Member's signature and proof of purchase, ownership, lessee status or status as a Residual Value Insurer of a Subject Vehicle. No objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall be considered by the Court.

Clerk of Court	Class Counsel	Toyota's Counsel
United States District Court Central District of California 411 West Fourth Street, Room 1053 Santa Ana, CA 92701-4516	Steve W. Berman Hagens Berman Sobol & Shapiro LLP 1918 Eighth Ave., Suite 3300 Seattle, WA 98101	John P. Hooper Reed Smith LLP 599 Lexington Avenue 22nd Floor New York, NY 10022 J. Gordon Cooney, Jr. Morgan Lewis & Bockius LLP 1701 Market St. Philadelphia, PA 19103-2921

VI. FAIRNESS HEARING

15. The Fairness Hearing will be held on **[Wednesday, June 12, 2013 at 10:00 am Pacific Time]** before this Court, at the United States District Court, Central District of California, 411 West Fourth Street, Santa Ana, California 92701,

to consider, *inter alia*, the following: (a) whether the Class should be finally certified for settlement purposes; (b) whether the Settlement and Agreement should be finally approved as fair, reasonable and adequate. The Court will rule on Class Counsel's application for attorneys' fees and expenses ("Fee Request") and the Plaintiffs/Class Representatives' requests for incentive awards at or after that time.

16. On or before **[April 23, 2013]**, Class Counsel shall file with the Court any memoranda or other materials in support of final approval of the Settlement and also on or before [**April 23, 2013**], Class Counsel shall file any Fee Request with the Court. Any reply briefs relating to final approval of the Settlement or Class Counsel's Fee Request or responses to objections to the Settlement shall be filed on or before **[May 28, 2013]**.

17. Any Class Member who has not excluded himself/herself/itself from the Class may appear at the Fairness Hearing in person or by counsel (at his/her/its own expense) and may be heard, to the extent allowed by the Court, either in support of or in opposition to the Settlement and/or the Fee Request. However, no Class Member shall be heard at the Fairness Hearing unless such person/entity files a "Notice of Intent to Appear in *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*" with the Clerk of Court on or before [**May 6, 2013**] and delivers the same to Class Counsel and Toyota's Counsel so that it is received by [**May 6, 2013**]. In the notice, the Class Member must include his/her/its name, address, telephone number, the make, model year, and VIN number of his/her/its Subject Vehicle(s), and a signature.

Clerk of Court	Class Counsel	Toyota's Counsel
United States District Court Central District of California 411 West Fourth Street, Room 1053 Santa Ana, CA 92701-4516	Steve W. Berman Hagens Berman Sobol & Shapiro LLP 1918 Eighth Ave., Suite 3300 Seattle, WA 98101	John P. Hooper Reed Smith LLP 599 Lexington Avenue 22nd Floor New York, NY 10022 J. Gordon Cooney, Jr. Morgan Lewis & Bockius LLP 1701 Market St. Philadelphia, PA 19103-2921

Class Members who intend to object at the Fairness Hearing must also have followed the procedures for objecting in writing as set forth in Paragraph 14.

18. The date and time of the Fairness Hearing shall be subject to adjournment by the Court without further notice to the Class Members other than that which may be posted at the Court, on the Court's website, and/or the settlement website at www.[settlement website].com.

19. Any Class Member may hire an attorney at his/her/its own expense to appear in the Action. Such attorney shall serve a Notice of Appearance on Class Counsel and Toyota's Counsel listed in Paragraph 17 above so that it is received on or before [**May 6, 2013**] and file it with the Court on or before **[May 6, 2013]**.

VII. STAY OF LITIGATION

20. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all proceedings in the Actions, other than proceedings necessary to carry out or enforce the Agreement or this Order, are stayed and

suspended, until further order from this Court

21. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Class), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Actions. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action as provided for in the Agreement.

VIII. CLASS SETTLEMENT FUND

22. The Court finds that the Escrow Account is to be a "qualified settlement fund" as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

(a) The Escrow Account is to be established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

(b) The Escrow Account is to be established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and

(c) The assets of the Escrow Account are to be segregated from other assets of Defendants, the transferor of the payment to the Settlement Funds and controlled by an Escrow Agreement.

23. Under the "relation back" rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Defendants and the Class Action Settlement Administrator may jointly elect to treat the Escrow Account as coming into existence as a "qualified settlement fund" on the latter of the date the Escrow Account meets the requirements of Paragraphs 22(b) and 22(c) of this Order or January 1 of the calendar year in which all of the requirements of Paragraph 22 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Funds on such date shall be treated as having been transferred to the Escrow Account on that date.

IX. CONFIDENTIALITY

24. Any information received by the Class Action Settlement Administrator, the Settlement Notice Administrator, or any other person in connection with the Settlement that pertains to personal information regarding a particular Class Member (other than objections or requests for exclusion) shall not be disclosed to any other person or entity other than Class Counsel, Toyota, Toyota's Counsel, the Court and as otherwise provided in the Agreement.

X. OTHER PROVISIONS

25. The Parties are authorized to take all necessary and appropriate steps to

establish the means necessary to implement the Agreement.

26. The deadlines set forth in this Order, including, but not limited to, adjourning the Fairness Hearing, may be extended by Order of the Court, for good cause shown, without further notice to the Class Members – except that notice of any such extensions shall be included on the Settlement website [insert website address]. Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines.

27. Class Counsel and Toyota's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the parties jointly agree are reasonable or necessary.

28. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

SO ORDERED this ____ day of _____ 2013.

_____

Honorable James V. Selna
Judge of the United States District Court

Exhibit 8

If You Currently or Previously Owned, Purchased, or Leased Certain Toyota, Lexus, or Scion Vehicles, You Could Get Benefits from a Class Action Settlement.

There is a proposed settlement in a class action lawsuit against Toyota Motor Corp. and Toyota Motor Sales, U.S.A., Inc. ("Toyota") concerning certain vehicles with electronic throttle control systems ("ETCS"). Those included in the settlement have legal rights and options and deadlines by which they must exercise them.

What is the lawsuit about?

The lawsuit alleges that certain Toyota, Lexus, and Scion vehicles equipped with ETCS are defective and can experience unintended acceleration. Toyota denies that it has violated any law, denies that it engaged in any and all wrongdoing, and denies that its ETCS is defective. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed settlement?

Subject to certain limited exclusions, you are included if as of **[date]**,

- You own or owned, purchase(d), and/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 or
- Were a company that insured Subject Vehicles for residual value.

The Subject Vehicles are identified at the settlement website and in the full settlement notice. The class includes persons, entities and/or organizations.

This settlement does not involve claims of personal injury or property damage.

What does the settlement provide?

The proposed settlement provides for: (a) cash payments from two funds totaling $500 million for certain eligible class members; (b) free installation of a brake override system on certain Subject Vehicles; (c) a customer support program to correct any defect in materials or workmanship of certain vehicle parts for other eligible class members; and (d) at least $30 million toward automobile safety research and education. Some of these benefits require action by class members by or before certain deadlines.

Payments will vary depending upon several factors such as the number of claims submitted, the amounts claimed, and other adjustments and deductions.

What are my options?

If you do nothing, you will remain in the class and will not be able to sue Toyota about the issues in the lawsuit, but you may not receive certain benefits for which you may be eligible.

You can exclude yourself by [date], if you don't want to be part of the settlement. You won't get any settlement benefits, but you keep the right to Toyota about the issues in the lawsuit.

You can submit a claim form by [date], if you don't exclude yourself, for any benefits for which you are eligible and which require a claim form.

You can object to all or part of the settlement by [date], if you don't exclude yourself.

The full notice describes how to exclude yourself, submit a claim form and/or object.

The Court will hold a fairness hearing on **[date] at [time]** to (a) consider whether the proposed settlement is fair, reasonable, and adequate, and (b) decide the plaintiffs' lawyers' request for fees up to $200 million and expenses up to $27 million and awards for Named Plaintiffs and Class Representatives. You may appear at the hearing, but you are not required to and you may hire an attorney to appear for you, at your own expense.

For More information or a claim form 1-800-000-0000 www.website.com

Exhibit 9

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

IN RE: TOYOTA MOTOR CORP. UNINTENDED ACCELERATION MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION	No. 8:10ML2151 JVS (FMOx)
THIS DOCUMENT RELATES TO: ALL ECONOMIC LOSS CASES	**DECLARATION OF KATHERINE KINSELLA**

I, Katherine Kinsella, being duly sworn, hereby declare as follows:

1. I am President of Kinsella Media, LLC ("KM"), an advertising and legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach unidentified putative class members primarily in consumer and antitrust class actions and claimants in bankruptcy and mass tort litigation. My business address is 2120 L Street, NW, Suite 860, Washington, D.C. 20037. My telephone number is (202) 686-4111.
2. I submit this declaration at the request of the parties in connection with *In Re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation.* A detailed Notice Plan is attached as Exhibit 1.
3. This declaration is based upon my personal knowledge and upon information provided by the parties, my associates, and staff. The information is of a type reasonably relied upon in the fields of advertising, media and communications.
4. KM has developed and directed some of the largest and most complex national notification programs in the country. The scope of the firm's work includes notification

programs in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have involved, among others, asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 700 notification programs and has placed over $300 million in media notice. Selected cases are attached as Exhibit 2.

5. Courts have admitted expert testimony from KM on our firm's quantitative and qualitative evaluations of notice programs. Many Courts have commented favorably, on the record, regarding the effectiveness of notice plans prepared by KM. Selected judicial comments are attached as Exhibit 3.

6. I have testified as an expert at trial and in a deposition in *Engle v. R. J. Reynolds Tobacco*, No. 94-08273 (Fla. Cir. Ct., Dade County). I have been deposed as an expert in *In re NASDAQ Market-Makers Antitrust Litigation*, M21-68 RWS), 94-CIV. 3994 (RWS), M.D.L. No. 123 (S.D.N.Y.), *In re Dow Corning*, No. 95-20512 (Bankr. E.D. Mich.), *Georgine v. Amchem, Inc. et al.,* C.A. No. 93-CV-0215 (E.D. Pa.), *In re W. R. Grace & Co.*, Chapter 11, No.01-01139 (JJF) (Bankr. D. Del.) and *Gross v. Chrysler Corp.,* No. 061170 (Md. Cir. Ct., Montgomery County). I have testified in court in *In re Swan Transportation Company*, Chapter 11, Case No. 01-11690, *Cox v. Shell Oil Co.,* No. 18,844 (Tenn. Ch. Ct., Obion County), *Ahearn v. Fibreboard Corporation*, C.A. No. 6:93cv526 (E.D. Tex.) and *Continental Casualty Co. v. Rudd,* C.A. No. 6:94cv458 (E.D. Tex.).

7. I am the author of the following:

a. *The Plain Language Tool Kit for Class Action Notice*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the October 25, 2002 issue of Class Action Litigation Report;

b. *Quantifying Notice Results in Class Actions – the Daubert/Kumho Mandate,* published in 2010 in A Practitioner's Guide to Class Actions, as well as the July 27, 2001 issue of Class Action Litigation Report and the August 7, 2001 issue of The United States Law Week;

c. *The Ten Commandments of Class Action Notice,* published in the September 24, 1997 issue of the Toxics Law Reporter.

8. I am also co-author of the following:

a. *Class Notice and Claims Administration*, published in 2010 in The International Handbook on Private Enforcement of Competition Law;

b. *REALITY CHECK: The State of New Media Options for Class Action Notice*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the February 26, 2010 issue of the Class Action Litigation Report;

c. *How Viable Is the Internet for Class Action Notice,* published in the March 25, 2005 issue of Class Action Litigation Report.

9. KM was retained to design and implement the Notice Program in this litigation. I submit this declaration to describe the elements of the Notice Program.

Proposed Notice Program

10. A two-part notification program was designed and includes:

a. Direct notice by first-class mail to current registered owners of covered Toyota, Lexus and Scion vehicles and certain previous registered owners who were

registered owners during a specified period, based on records available through R.L. Polk & Co.; and

b. Broad notice through the use of paid media including national newspaper supplements, national consumer magazines, newspapers in US territories, and Internet advertising.

Direct Mail Notice

11. Direct mail notice will consist of mailing the Short Form Notice to specified Class Members to inform them of their rights and how they may participate in the class action. The Short Form Notice will prominently feature the toll-free number and Settlement website. The Short Form Notice directed to current registered owners of covered vehicles also includes a tear-off Notice that Class Members can keep in their glove box to remind them about the future benefits available through the Customer Support Program.

Paid Media Methodology

12. To design the paid media segment of the Notice Program, KM analyzed syndicated data available from the GfK MRI *2012 Doublebase Survey* and comScore, Inc. GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media including broadcast, magazines, newspapers, and outdoor advertising. MRI provides a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics. comScore, Inc. is a source of Internet audience measurement for advertising agencies, publishers, marketers and financial analysts. comScore measures Internet usage and other activity through monitoring software installed on the computers of a panel of approximately 2,000,000

people. Active in 170 countries, comScore tracks more than 3 million unique websites. Panel-based surveys are subject to minimum reporting standards and not all surveyed websites will meet these minimums.

13. The Notice Program is based on specifically reaching consumers in the target audience and not simply the general public. KM chose as its target audience "people who bought any Toyota, Lexus, or Scion make and model" ("Toyota/Lexus/Scion Purchasers"), which is measured by GfK MRI and comScore, Inc.[1]

14. The target audience also includes 13% Hispanics and 6% Asians hence the decision to translate the Long Form Notice. This level of Class membership warranted some muti-cultural media placements as well.

Paid Media Placements

15. The proposed media schedule includes advertising in national newspaper supplements, national consumer magazines, newspapers in US territories, and Internet advertising to reach the target audience as outlined above.

16. The national newspaper supplements included in the program are inserted in over 1,300 newspapers across the country. A listing of the carrier newspapers and their circulations is attached as Exhibit A to the Notice Plan. The Summary Settlement Notice will appear in newspaper supplements as follows:

    a. A two-fifths-page ad (5.25" x 6.75") twice in *Parade* with an estimated circulation of 32,500,000.

[1] Since it is not possible to measure Internet against the target of people who leased any Toyota, Lexus or Scion make and model, KM selected the target of "people who bought any Toyota, Lexus or Scion make and model," which can be measured for all media. It can reasonably be expected that purchasers or lessors of these vehicles would be demographically similar.

b. A two-fifths-page ad (5” x 6.4375”) twice in *USA Weekend* with an estimated circulation of 22,250,000.

17. The Summary Settlement Notice will appear in national consumer magazines as follows:

a. A half-page ad (3.5” x 10”) once in *Better Home and Gardens* with an estimated circulation of 7,600,000.

b. A half-page ad (4.25" x 10.625") once in *ESPN The Magazine* with an estimated circulation of 2,000,000.

c. A half-page ad (3.625" x 10.625") once in *Good Housekeeping* with an estimated circulation of 4,300,000.

d. A full-page ad (5.75" x 9") once in *National Geographic* with an estimated circulation of 4,000,000.

e. A half-page ad (3.5" x 10") once in *Parents* with an estimated circulation of 2,200,000.

f. Two half-page ads (3.375” x 10”) once in *People* with an estimated circulation of 3,475,000.

g. A half-page ad (3.375” x 10”) once in *People en Español* with an estimated circulation of 540,000.

h. A half-page ad (7” x 5”) once in *Popular Science* with an estimated circulation of 1,300,000.

i. A full-page ad (4.687” x 6.75”) once in *Reader’s Digest* with an estimated circulation of 5,500,000.

j. A half-page ad (3.5” x 10”) once in *Time* with an estimated circulation of 3,250,000.

18. The Summary Settlement Notice will appear in the following newspapers in the United States Territories as an ad equivalent to a one-fourth-page ad in a typical newspaper (ad sizes vary by newspaper and are listed below along with circulation):

Newspaper	**Circulation**	**Ad Size**
El Nuevo Dia	250,000	10.87" x 6"
El Vocero	140,000	10" x 6"
Pacific Daily News	30,000	9.87" x 6"
Primera Hora	140,869	10.87" x 6"
Puerto Rico Daily Sun	30,000	4.896" x 12"
Saipan Tribune	2,500	7.25" x 10.25"
Samoa News	4,000	4" x 16"
St. Croix Avis	14,000	4" x 13"
St. John's Trade Winds	2,000	6" x 8"
Virgin Islands Daily News	13,000	10.25" x 5.5"

19. Internet advertising will include the following placements for a five-week period, which will include a total of 313,511,000 gross impressions[2]:

    a. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network. 24/7 Real Media is a network that represents over 800 websites.

    b. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on various AOL websites. The AOL Advertising Network is one of the leading Internet brands providing content on top news, movies, music, weather, finance, sports, and horoscopes.

    c. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Batanga network. The Batanga network is the number one Hispanic ad network, delivering over 15 million online U.S. Hispanics on Spanish-language websites.

[2] Gross Impressions are the total number of times a media vehicle containing the notice is seen. This is a duplicated figure, as some viewers will see several media vehicles that contain the notice.

d. A banner advertisement measuring 110 x 80 pixels will appear, on a rotating basis, on Facebook.com, which is a free, global social networking website that helps people communicate with friends, family, and coworkers.

e. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Komli network, which is the leading digital media platform for the Asian American audience.

f. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Microsoft Media Network, which is a premium ad network of top-ranked commercial sites.

g. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the RMM Network. The RMM Network is an online ad network that delivers premium display or video inventory.

h. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Specific Media Network. Specific Media is an online media company that enables advertisers to target audiences through advanced proprietary technologies across a premium network.

i. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on various Yahoo! Web pages. Yahoo is a leading Internet brand and global online network of integrated services providing users with entertainment and other quality content.

Electronic Notice

20. A website will be established to enable potential Class Members to get information on the Settlement. The website will also be listed with major search engines to enable Class Members to get information on the Settlement.

Reach of the Target Audience

21. For the purpose of evaluating the strength and efficiency of the media, the national newspaper supplements, national consumer magazines and Internet advertising[3] were measured against the target audience to establish the estimated *reach*[4] of the media program and the estimated *frequency*[5] of exposure to the media vehicles.

    a. An estimated 90% of Toyota/Lexus/Scion Purchasers will be reached with an average estimated frequency of 3.0 times.

Content and Form of Notices

22. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in "plain, easily understood language." KM applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

23. The Summary Settlement Notice and Short Form Notice are designed to get the reader's attention. These Notices concisely and clearly state, in plain easily understandable

[3] MRI does not measure the United States Territories newspapers. Therefore, their contribution to the overall reach of the media is not calculated.
[4] Reach is the estimated number of different people exposed to a specific vehicle or combination of vehicles. It can be expressed as whole number or percentage of the total population.
[5] Frequency is the estimated average number of opportunities an audience member has to see the notice.

language, all required information. Both Notices refer readers to the availability of a Long Form Notice, which is available to those who call or visit the website.

24. The Long Form Notice will be available at the website or by calling the toll-free number. The Long Form Notice will be translated into Spanish, Chinese, Japanese, Korean, and Vietnamese. The Long Form Notice provides substantial information, including all specific instructions Class Members need to follow to properly exercise their rights, and background on the issues in the case. It is designed to encourage readership and understanding, in a well-organized and reader-friendly format.

Conclusion

25. It is my opinion that the reach of our target audiences and the number of exposure opportunities to the notice information is the best notice practicable under the circumstances, and it is consistent with the standards employed by KM in notification programs designed to reach unidentified members of settlement groups or classes. The Notice Program as designed is fully compliant with Rule 23 of the Federal Rules of Civil Procedure.

I declare under penalty of perjury that the foregoing is true and correct.

Katherine Kinsella — December 21, 2012

Katherine Kinsella — Date

EXHIBIT 1

KINSELLA
MEDIA

NOTICE PROGRAM

In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation

No. 8:10ML2151

United States District Court for the

Central District of California

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FIRM OVERVIEW

Kinsella Media, LLC ("KM") is a nationally recognized legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach putative class members primarily in consumer and antitrust class actions and claimants in bankruptcy and mass tort litigation.

KM has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 700 notification programs and has placed over $300 million in paid media notice.

KM develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court, and ensures all notice materials are in "plain language" and are fully compliant with Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and comparable state guidelines.

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CASE BACKGROUND

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CASE BACKGROUND:
SITUATION ANALYSIS

KM has developed a Notice Program for a proposed national class action Settlement involving Toyota, Lexus and Scion vehicles. The goal of the Notice Program is to inform as many class members as possible about the Settlement and how it will affect their rights. The Notice Program recommends a multipronged approach including direct notice and paid media.

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CASE BACKGROUND:
CLASS DEFINITION

The Class is defined as:

> All persons, entities or organizations who, at any time as of or before the entry of the Preliminary Approval Order, own or owned, purchase(d), lease(d) and/or insure(d) the residual value, as a Residual Value Insurer, of all Subject Vehicles equipped or installed with an ETCS 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, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Class Counsel, Allocation Counsel and their employees; (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 Agreement.

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NOTICE PROGRAM OVERVIEW

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NOTICE PROGRAM OVERVIEW:
PROGRAM COMPONENTS

This Notice Program outlines procedures to provide notice of the Settlement of *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation* as a class action, consistent with the requirements set forth in Rule 23.

KM recommends the following two-part notice program.

- **DIRECT NOTICE:** The Short Form Notice will be sent to current owners of covered Toyota, Lexus and Scion vehicles and certain previous owners who were registered owners during a specified period, based on records available through R.L. Polk & Co.
- **PAID MEDIA-BASED NOTICE:** After careful research of the demographics of Class Members, KM recommends broad paid media notice comprised of print and Internet vehicles that will reach Class Members, including:
    - Consumer magazines,
    - Newspaper supplements,
    - Local newspapers in U.S. territories and possessions, and
    - Internet banner ads on multiple networks and hundreds of targeted websites.

To complement the Notice Program and to ensure Class Members' easy access to updated information, KM recommends a dedicated informational website.

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NOTICE PROGRAM OVERVIEW:
DIRECT NOTICE

Direct mail notice will consist of mailing the Short Form Notice to specified Class Members, informing them of their legal rights and how they may participate in or opt-out of the class action. The Short Form Notice will be sent to:

- More than 16 million Class Members, including current owners of covered Toyota, Lexus and Scion vehicles and certain previous owners who were registered owners during a specified period, based on records available to Toyota.

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NOTICE PROGRAM OVERVIEW:
PAID MEDIA PROGRAM

To reach Class Members to whom direct notice is not practicable, KM recommends the use of measurable paid media. Paid media advertising is guaranteed to appear, allowing for control of the content, timing, and positioning of the message. Newspapers, consumer magazines, television, radio, and the Internet, among other sources, offer paid media opportunities.

In considering which media to use for this case, KM evaluated the media consumption habits of the following target audience: people who bought any Toyota, Lexus or Scion make and model ("Toyota/Lexus/Scion Purchasers").

Based on data regarding the target audience's media consumption, KM researched the most appropriate media vehicles that would be best for this case. KM reviewed available consumer magazines, newspaper supplements, and Internet for reach of the target audiences as well as compatibility of the editorial.

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NOTICE PROGRAM OVERVIEW:
PAID MEDIA PLACEMENTS SUMMARY

The following list provides a brief summary of KM's recommended media placements in this case. More detailed information about each publication and its applicability to the target audience in this case appears in the Paid Media Placements section of this plan.

PRINT PUBLICATIONS

Newspaper Supplements

- *Parade*
- *USA Weekend*

Consumer Magazines

- *Better Homes & Gardens*
- *ESPN The Magazine*
- *Good Housekeeping*
- *National Geographic*
- *Parents*
- *People*
- *People en Espanol*
- *Popular Science*
- *Readers Digest*
- *Time*

Publication in U.S. Territories and Possessions

- *El Nuevo Dia*
- *El Vocero*
- *Pacific Daily News (Guam)*
- *Primera Hora*
- *Puerto Rico Daily Sun*
- *Saipan Tribune*
- *Samoa News*
- *St. Croix Avis*
- *St. Johns Trade Winds*
- *Virgin Islands Daily News*

ONLINE MEDIA

Internet Banner Ads

- 24/7 Network
- AOL Advertising Network
- Batanga
- Facebook.com
- Komli
- Microsoft Media Network
- RMM Network
- Specific Media
- Yahoo! Network

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PAID MEDIA METHODOLOGY

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PAID MEDIA METHODOLOGY

KM notice programs directed to unidentified class members: (1) identify the demographics of class members and establish a target audience, (2) outline the methodology for selecting the media and other program elements and how they relate to product usage or exposure, and (3) provide results that quantify for the court the adequacy of the notice based upon recognized tools of media measurement.

KM employs methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience.

Choosing a target audience that encompasses the characteristics of class members is the first step in designing the paid media program. KM chooses media vehicles based on their ability to provide effective and cost-efficient penetration of the target audience. Then it measures selected vehicles against the target audience to quantify the reach of the media program and the frequency of exposure to the media vehicles. Reach and frequency estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- ***Reach*** is the estimated number of different people exposed to a specific vehicle or combination of vehicles. It can be expressed as whole number or percentage of the total population.

- ***Frequency*** is the estimated average number of opportunities an audience member has to see the notice.

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TARGET AUDIENCE

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TARGET AUDIENCE:
SELECTION METHODOLOGY

To develop a profile of the demographics and media habits of potential Class Members, KM analyzed syndicated data available from GfK MRI's *2012 Doublebase Study*[1].

GfK MRI is the leading U.S. supplier of multimedia audience research. As a nationally accredited research firm, it provides information to magazines, television, radio, Internet and other media, leading national advertisers and over 450 advertising agencies – including 90 of the top 100 in the U.S. GfK MRI's nationally syndicated data are widely used by these companies as the basis for the majority of the media and marketing plans written for advertised brands in the U.S.

Specifically, GfK MRI presents a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle characteristics. GfK MRI provides data on media usage, audience composition, and other relevant factors pertaining to all major media types as well as the readership of print vehicles.

Since it is not possible to measure Internet against the target of people who leased any Toyota, Lexus or Scion make and model, KM selected the target "people who bought any Toyota, Lexus or Scion make and model," which can be measured for all media. It can be reasonably expected that purchasers or lessors of these vehicles would be demographically similar. Therefore, the measured delivery of media to the "Toyota/Lexus/Scion Purchasers" will be representative of delivery to Class Members.

Therefore, to adequately reach the Class, KM will purchase and measure media against the following primary target:

- People who bought any Toyota, Lexus or Scion make and model ("Toyota/Lexus/Scion Purchasers").

[1] Since 1979, GfK MRI's Survey of the American Consumer has conducted detailed polling of a large sample of U.S. adults about the media they see and hear and about the products they use. Participants in the survey are identified by age, occupation, income, education and by where they live, among other things. They are asked what magazines and newspapers they read, what TV shows and cable channels they watch, and are asked questions about Internet access and radio formats. Survey data indicate the brands and products they use from among 500 categories and 6000 consumer brands. The data from this survey is used by media practitioners industry-wide to characterize media and product users by

TARGET AUDIENCE:
DEMOGRAPHICS

Based on GfK MRI data, the graph below outlines the demographics of the target audience and the demographics of adults 18 years and older ("Adults 18+") for comparison purposes:

DEMOGRAPHICS	ADULTS 18+	TOYOTA/LEXUS/ SCION PURCHASERS	TOYOTA/LEXUS/SCION BOUGHT OR LEASED
Gender			
Male	48.4%	48.5%	48.3%
Female	51.6%	51.5%	51.7%
Age			
18-24	12.8%	10.5%	10.7%
25-34	17.9%	17.7%	17.9%
35-44	17.7%	18.6%	18.7%
45-54	19.3%	20.5%	20.4%
55-64	15.5%	17.4%	17.3%
65+	16.8%	15.2%	15.1%
Education			
Graduated/Attended College	55.4%	68.8%	68.6%
Graduated High School	30.8%	23.1%	23.2%
Household Income[2]			
Under $19,000	13.9%	4.7%	4.8%
$20,000 - $39,999	19.7%	12.0%	12.3%
$40,000 - $59,999	17.0%	15.8%	15.8%
$60,000 - $74,999	10.9%	11.6%	11.4%
$75,000+	38.6%	56.0%	55.6%
$100,000+	25.1%	38.2%	38.2%
Ethnicity[3]			
Caucasian	76.1%	78.7%	77.9%
African-American	11.7%	6.7%	6.9%
Hispanic	14.0%	13.2%	13.6%
Asian	3.2%	6.1%	6.3%
Other	9.5%	9.0%	9.5%

[2] The total percentages listed do not equal exactly 100% percent because GfK MRI rounds up all percentages to the nearest tenth of a decimal.

[3] The GfK MRI *Doublebase Study* allows for multi-classification of an individual's ethnicity. Therefore, the sum of all ethnicities may be greater than 100%.

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Location[4]			
A & B Counties	71.7%	76.9%	77.2%
C & D Counties	28.3%	23.1%	22.7%

Based on these data, Toyota/Lexus/Scion Purchasers are more likely than the average adult to:

- Be 25-64 years of age.
- Have a college degree.
- Live in the A & B Counties.
- Be homeowners.
- Make $60,000 and more.

In addition, Asians are a higher percentage of the target audience than they are of the Asian population as a whole.

[4] A Counties, as defined by A.C. Nielsen Company ("Nielsen"), are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the Metropolitan Statistical Area and include the largest cities and consolidated areas in the United States. B Counties, as defined by Nielsen, are all counties not included under A that have either a population greater than 150,000 or are in a metro area with a population greater than 150,000 according to the latest census. C Counties, as defined by Nielsen, are all counties not included under A or B that either have a population greater than 40,000 or are in a metro area with a population greater than 40,000 according to the latest census. D Counties are, essentially, rural counties.

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TARGET AUDIENCE:
MEDIA USAGE

Individuals spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers, or non-users of a particular medium. For example, GfK MRI data shows that individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspaper readers and light television viewers.

KM notice plans focus on the media types used most often by the target audiences. To examine the media habits of the target audience, KM compares the target audience's media usage to that of the average adult 18 years of age and older ("Adult 18+") in usage quintiles reported by GfK MRI. The study ranks respondents based on their amount of exposure to a medium and divides them into five equal-sized groups ("quintiles") from heaviest usage (1) to lightest usage (5).

The media usage of the target audience in each quintile is expressed as an index. An index of 100 is the average adult's usage of a particular medium. Therefore, an index above 100 indicates a heavier usage of the medium than the average adult, and an index below 100 indicates a lighter usage of the medium than the average adult.

The target audience's top two quintiles (heaviest and next heaviest usage) for each type of media are:

MEDIA	ADULTS 18+	TOYOTA/LEXUS/ SCION PURCHASERS	TOYOTA/LEXUS/ SCION BOUGHT OR LEASED
Magazine			
Quintile 1	100.0	104.2	104.6
Quintile 2	100.0	105.3	104.4
Newspaper			
Quintile 1	100.0	115.5	114.8
Quintile 2	100.0	98.8	98.3
Radio			
Quintile 1	100.0	86.5	86.0
Quintile 2	100.0	109.2	109.4
Television			
Quintile 1	100.0	79.4	79.4
Quintile 2	100.0	94.9	94.1
Internet			
Quintile 1	100.0	110.3	110.8
Quintile 2	100.0	117.4	118.0

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These data indicate the following regarding media consumption habits of each brand bought or leased:

Target	Brands	Demographics	Media Usage
Bought or Leased	**Toyota**	• Adults 25-64 years • $60,000+ household income	• Above average magazines • Heavy newspapers • Average Internet
Bought or Leased	**Lexus**	• Adults 45 years and older • $75,000+ household income	• Heavy magazines • Heavy newspapers • Heavy Internet
Bought or Leased	**Scion**	• Adults 18-34 years • $60,000+ household income	• Above average magazines • Heavy Internet

The target audience also includes 13% Hispanics and 6% Asians. This level of Class membership warranted some multi-cultural media placements.

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PAID MEDIA PLACEMENTS

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PAID MEDIA PLACEMENTS:
NEWSPAPER SUPPLEMENTS

Parade and *USA Weekend* are publications known as newspaper supplements that are inserted into weekend or Sunday editions newspapers nationwide. These magazines, printed on newsprint, contain articles written for broad, general appeal and encourage readership through brevity. Issues are typically fewer than 30 pages. For this Notice Program, KM recommends newspaper supplements because of their cost-effective reach capability.

Parade appears in 640 papers and *USA Weekend* in more than 800. (There is a small amount of overlap, as some papers carry more than one supplement, so these numbers are not cumulative.) *Parade* and *USA Weekend* together reach every major media market in the country. The selected supplements provide coverage in all 50 states and the District of Columbia. A list of the newspapers into which the selected supplements are inserted is attached as Exhibit A.

KM recommends the following newspaper supplement placements:

PARADE

- A two-fifths-page ad (5.25" x 6.75") twice in *Parade* with an estimated circulation of 32,500,000.[5]
- *Parade* is carried in the Sunday edition of 640 daily newspapers and is the highest circulating magazine in the world. Carrier newspapers serve major urban and suburban markets in the U.S.
- 30.2% of Toyota/Lexus/Scion Purchasers read an average issue of *Parade*.
- 29.8% of Toyota/Lexus/Scion Bought or Leased read an average issue of *Parade*.

USA WEEKEND

- A two-fifths-page ad (5" x 6.4375") twice in *USA Weekend* with an estimated circulation of 22,250,000.

[5] The GfK MRI readership estimates for Parade and USA Weekend are reflective of the broader readership measurement of the newspaper carrier groups into which these supplements are inserted. A custom study, conducted in 2003, by GfK MRI indicates that the actual readership of the supplements is less than that of the carrier papers. While this study provided directional insight into the audience, the data provided is highly variable and insufficient for use in specific computation of reach and frequency. Therefore, the use of carrier paper readership for the newspaper supplements remains an accredited methodology.

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- *USA Weekend* is carried in the weekend edition of 800 daily newspapers in major markets, complementing U.S. markets served by *Parade*.
- 17.3% of Toyota/Lexus/Scion Purchasers read an average issue of *USA Weekend*.
- 17.3% of Toyota/Lexus/Scion Bought or Leased read an average issue of *USA Weekend*.

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PAID MEDIA PLACEMENTS:
CONSUMER MAGAZINES

Most adults read one or more magazines during an average month and nearly three out of five adults read or look at a magazine daily. Magazines quickly accumulate readership and provide timely and efficient notice to readers. KM chose the consumer magazines listed below because they provide efficient coverage of the target audience.

KM recommends the following consumer magazine placements:

- A half-page ad (3.5" x 10") once in *Better Homes and Gardens* with an estimated circulation of 7,600,000.
- *Better Homes and Gardens* is published monthly and is the largest-circulation home service magazine in the U.S., featuring a wide-range of home and family subjects such as food and decorating.
- 16.1% of Toyota/Lexus/Scion Purchasers read an average issue of *Better Homes and Gardens*.
- 15.9% of Toyota/Lexus/Scion Bought or Leased read an average issue of *Better Homes and Gardens*.

- A half-page ad (4.25" x 10.625") once in *ESPN The Magazine* with an estimated circulation of 2,000,000.
- *ESPN The Magazine* is a bi-weekly publication covering issues and trends, both on the field and in the lives of today's highest-profile athletes.
- 6.1% of Toyota/Lexus/Scion Purchasers read an average issue of *ESPN The Magazine*.
- 6.1% of Toyota/Lexus/Scion Bought or Leased read an average issue of *ESPN The Magazine*.

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Good Housekeeping

- A half-page ad (3.625" x 10.625") once in *Good Housekeeping* with an estimated circulation of 4,300,000.
- *Good Housekeeping* is published monthly and provides information on food, nutrition, health, beauty, home decorating, child care, and social issues.
- 9.6% of Toyota/Lexus/Scion Purchasers read an average issue of *Good Housekeeping*.
- 9.4% of Toyota/Lexus/Scion Bought or Leased read an average issue of *Good Housekeeping*.

NATIONAL GEOGRAPHIC

- A full-page ad (5.75" x 9") once in *National Geographic* with an estimated circulation of 4,000,000.
- *National Geographic* is published monthly and covers people and places internationally. Readers spend an average of 56 minutes with each issue and tend to be upper-income and educated.
- 15.9% of Toyota/Lexus/Scion Purchasers read an average issue of *National Geographic*.
- 15.7% of Toyota/Lexus/Scion Bought or Leased read an average issue of *National Geographic*.

Parents

- A half-page ad (3.5" x 10") once in *Parents* with an estimated circulation of 2,200,000.
- *Parents* is published monthly and provides information and advice in raising healthy children.
- 6.2% of Toyota/Lexus/Scion Purchasers read an average issue of *Parents*.
- 6.1% of Toyota/Lexus/Scion Bought or Leased read an average issue of *Parents*.

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- A half-page ad (3.375" x 10") twice in *People* with an estimated circulation of 3,475,000.
- *People* is a weekly publication covering contemporary personalities in entertainment, politics, business, and other current events.
- 18.3% of Toyota/Lexus/Scion Purchasers read an average issue of *People*.
- 18.4% of Toyota/Lexus/Scion Bought or Leased read an average issue of *People*.

- A two-thirds--page ad (4.5" x 10") once in *People en Español* with an estimated circulation of 540,000.
- *People en Español* is a monthly publication covering issues and individuals in the Hispanic community.
- 19.2% of Toyota/Lexus/Scion Bought or Leased (who are Hispanic) read an average issue of *People en Español*.

- A half-page ad (7" x 5") once in *Popular Science* with an estimated circulation of 1,300,000.
- *Popular Science* is published monthly and is focuses on automotive, consumer technology and gadgets, health, and engineering.
- 3.5% of Toyota/Lexus/Scion Purchasers read an average issue of *Popular Science*.
- 3.4% of Toyota/Lexus/Scion Bought or Leased read an average issue of *Popular Science*.

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Reader's Digest rd.com

- A full-page ad (4.687" x 6.75") once in *Reader's Digest* with an estimated circulation of 5,500,000.
- *Reader's Digest* is compendium published 10 times a year of selected excerpts from other publications as well as original pieces.
- 10.2% of Toyota/Lexus/Scion Purchasers read an average issue of *Reader's Digest*.
- 10.0% of Toyota/Lexus/Scion Bought or Leased read an average issue of *Reader's Digest*.

TIME

- A half-page ad (3.5" x 10") once in *Time* with an estimated circulation of 3,250,000.
- *Time* is a weekly news magazine covering national and international people, places, and events.
- 9.1% of Toyota/Lexus/Scion Purchasers read an average issue of *Time*.
- 9.0% of Toyota/Lexus/Scion Bought or Leased read an average issue of *Time*.

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PAID MEDIA PLACEMENTS:
PUBLICATIONS IN U.S. TERRITORIES AND POSSESSIONS

To provide notice in U.S. territories and possessions, KM selected newspaper advertising. The Summary Settlement Notice will be translated, when necessary, and appropriately sized for placement in the following newspapers:

U.S. TERRITORY/POSSESSION	NEWSPAPER	CIRCULATION
American Samoa	*Samoa News*	4,000
Guam	*Pacific Daily News*	30,000
Northern Mariana Islands	*Saipan Tribune*	2,500
Puerto Rico	*El Nuevo Dia*	250,000
Puerto Rico	*El Vocero*	140,000
Puerto Rico	*Primera Hora*	140,869
Puerto Rico	*Puerto Rico Daily Sun*	30,000
St. Croix (United States Virgin Islands)	*St. Croix Avis*	14,000
St. John (United States Virgin Islands)	*St. Johns Trade Winds*	2,000
St. John (United States Virgin Islands)	*Virgin Islands Daily News*	13,000

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PAID MEDIA PLACEMENTS:
TARGET AUDIENCE'S PRINT READERSHIP

Readership includes both primary readers and pass-along readers. Primary readers purchase a publication or are members of a household where the publication was purchased. Pass-along readers are those who read the publication outside the home, in places such as a doctor's office. The table below indicates the estimated number of readers in the target audience of an average issue of the magazine or newspaper supplement:

PUBLICATION	INSERTIONS	TOYOTA/LEXUS/SCION PURCHASERS	TOYOTA/LEXUS/SCION BOUGHT OR LEASED
Better Homes and Gardens	1	5,832,000	5,982,000
ESPN The Magazine	1	2,227,000	2,315,000
Good Housekeeping	1	3,476,000	3,547,000
National Geographic	1	5,788,000	5,934,000
Parade	2	10,970,000	11,230,000
Parents	1	2,235,000	2,304,000
People	2	6,642,000	6,917,000
People en Español	1	968,000	997,000
Popular Science	1	1,283,000	1,297,000
Reader's Digest	1	3,698,000	3,764,000
Time	1	3,309,000	3,391,000
USA Weekend	2	6,300,000	6,504,000

GfK MRI does not measure U.S. territories and possessions. Therefore, their contribution to the overall reach of the media is not calculated. Their inclusion in the Notice Program is still recommended, however, given the Class definition.

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PAID MEDIA PLACEMENTS:
INTERNET ADVERTISING

GfK MRI provides data on Internet usage by asking survey respondents about their online usage during the 30 days prior to the survey. According to GfK MRI, 86.7% of Toyota/Lexus/Scion Purchasers and 86.6% of Toyota/Lexus/Scion Bought or Leased used the Internet during the last 30 days.

Accordingly, KM recommends incorporating Internet advertising into the Notice Program in order to provide potential Class Members with additional national notice opportunities beyond the broad-reaching print program. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly click through to a website for further information.

WEBSITE ADVERTISING

KM recommends placing ads on a wide range of websites, enabling maximum exposure opportunities to reach the broad audience of Toyota/Lexus/Scion Purchasers. In addition, websites with audiences that are highly comprised of the specific target audiences were also selected. (Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time KM purchases the media.)

KM recommends the following Web placements, which will run for approximately 30 days:

- 24/7 Real Media is a network that represents over 800 websites. A partial list of websites in the 24/7 Real Media Network is attached as Exhibit B.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x6 00 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network.

- AOL Advertising Network is one of the leading Internet brands providing content on top news, movies, music, weather, finance, sports and horoscopes.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on the AOL Network.

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- Batanga is the number one Hispanic ad network, delivering over 15 million online U.S. Hispanics on Spanish-language sites.
- Banner advertisements measuring 728 x 90, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on Batanga.

- Facebook.com is s a free, global social networking website that helps people communicate with friends, family and coworkers.
- Banner advertisements measuring 110 x 80 pixels will appear, on a rotating basis, on Facebook.com.

- Komli is a leading digital media platform for Asia Pacific targets.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on Komli.

- Microsoft Media Network is a premium ad network of top-ranked commercial sites.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on the Microsoft Media Network.

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- RMM is a network that represents over 800 premium websites. A partial list of websites in the RMM Network is attached as Exhibit C.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the RMM Network.

- Specific Media is an online media company that enables advertisers to target audiences through advanced proprietary technologies across a premium network.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on the Specific Media Network.

- Yahoo! is a leading Internet brand and a global online network of integrated services providing users with entertainment and other quality content. Banner advertisements will appear on a variety of Yahoo's web pages.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, 160 x 600 pixels will appear, on a rotating basis, on various Yahoo! Web pages.

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NATIONAL MEDIA DELIVERY

The paid media program outlined in this plan provides Class Members with multiple exposure opportunities to media vehicles carrying the Notice and delivers the following estimated reach and frequency measurements to the target audience defined by the 2012 comScore//GfK MRI Media (10-12/S12) Study[6] from GfK MRI and comScore:

- An estimated 90.0% of Toyota/Lexus/Scion Purchasers will be reached with an average estimated frequency of 3.0 times, delivering 121,443,000 gross impressions.

Although the target, people who leased any Toyota, Scion or Lexus make and model, is not measured in comScore, it is likely, given the media usage habits, that the estimated reach of the Notice Program will be similar to that of people who own any Toyota, Scion or Lexus make and model.

[6] GfK MRI Net+ Fusion combines GfK MRI's *Survey of the American Consumer* and Nielsen Online's NetView, providing a single-source dataset of off-line and online media usage by American consumers. Nielsen uses a patented metering technology and representative panels of Internet users to collect and report consumer Internet usage. The GfK MRI survey provides data on magazine and newspaper reading, television viewing, radio listening, product consumption, psychographic characteristics, computer and Internet access configurations, and geo-demographic characteristics. Combining the two datasets provides unduplicated audience estimates across print and online media.

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NOTICE DESIGN

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NOTICE DESIGN:
LONG FORM NOTICE

The Long Form Notice will be compliant with Rule 23 and consistent with the Federal Judicial Center's "illustrative" class action notices. Specifically, the Long Form Notice will clearly and concisely state in plain, easily understood language:

- The nature of the action;
- The definition of the class certified;
- The class claims, issues, or defenses;
- That a class member may enter an appearance through an attorney if the member so desires;
- That the Court will exclude from the class any member who requests exclusion;
- The time and manner for requesting exclusion; and
- The binding effect of a class judgment on members under Rule 23 (c)(3).

The Long Form Notice will prominently feature a toll-free number and website address for Class Members to obtain more information and file a claim. The Long Form Notice will be translated into Spanish, Chinese, Japanese, Korean, and Vietnamese and such translations will be available on the Class Action Administrator's dedicated website, [www.website.com].

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NOTICE DESIGN:
SHORT FORM NOTICE

The plain language Short Form Notice is designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members. The Short Form Notice will include all the substantive information required by Rule 23.

The Short Form Notice will prominently feature a toll-free number and website address for Class Members to obtain the Short Form Notice and other information. The Short Form Notice will also include a tear-off Notice that Class Members can keep in their glove box to remind them about the future benefits available through the Customer Support Program. The Short Form Notice will be translated into Spanish, and such translations will be available on the Class Action Administrator's dedicated website, [www.website.com].

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NOTICE DESIGN:
SUMMARY SETTLEMENT NOTICE

Rule 23(c)(2) of the Federal Rules of Civil Procedure requires notices in 23(b)(3) class actions to be written in "plain, easily understood language." KM applies the plain language requirement in drafting all notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

The plain language Summary Settlement Notice is designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition and the legal rights available to Class Members. The Summary Settlement Notice includes all the substantive information required by Rule 23.

Each advertisement will prominently feature a toll-free number and website for Class Members to obtain the Long Form Notice and other information. The Summary Settlement Notice will be translated into Spanish..

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NOTICE DESIGN:
WEBSITE AND INTERNET ADS

An informational interactive website is a critical component of the Class Notice Program. A dedicated website is a constant information source instantly accessible to millions. In this case, the dedicated site will capitalize on the Internet's ability to distribute information and provide access to customer service. Internet banner ads will direct Class Members to the website.

WEBSITE DESIGN

Combining clean site design, consistent site navigation cues and search engine optimization, the website will provide Class Members with easy access to the details of the litigation.

- **CLEAN DESIGN:** The site will be designed for ease of navigation and comprehension, with user-friendly words and icons. Clearly labeled content will include the Long Form Notice, court documents, and answers to frequently asked questions.

- **ONLINE CLAIM FILING:** In an effort to make it even easier for Class Members to make claims, the website will allow users to request hard copies of materials, and/or make a claim online.

INTERNET BANNER AD DESIGN

KM will design Internet banner advertisements to alert Class Members to the litigation by using a bold headline. The headline will enable Class Members to quickly determine if they may be affected by the litigation. When users click on the banner advertisement, they will be connected to the dedicated website that contains detailed information about their legal rights.

For reference, below is an Internet banner ad drafted for this case:

The Internet banner ad will be translated into Spanish, Chinese, Japanese, Korean, and Vietnamese.

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TOLL-FREE TELEPHONE SUPPORT

A toll-free interactive voice response system (IVR) will be established to service Class Members calling as a result of seeing the paid media notice. Callers requesting the Long Form Notice will be prompted to input the telephone number of the residence where they would like to receive the Notice.

The system uses an address look-up database to locate the corresponding address of the resident. A portion of the address will be read back to the caller for address verification. For successful look-ups, the caller will be asked to speak the Class Member's full name and to spell the last name. If the look-up fails, is incorrect, or the call is placed from a rotary dial telephone, callers will be prompted to state their name and address.

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EXHIBIT A

PARADE

Distributing Newspapers

Effective January, 2012

33,000,000 National Circulation
in More than 640 Newspapers

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Alabama		
427,307		
Alexander City: The Outlook	4,000	*
Selma: The Selma Times-Journal	4,800	*
	8,800	
Anniston: The Anniston Star	20,649	
Birmingham: The Birmingham News	154,031	
Cullman: The Cullman Times	10,873	*
Gadsden: The Gadsden Times	17,459	
Talladega: The Daily Home	7,549	*
Tuscaloosa: The Tuscaloosa News	31,926	
	242,487	
Athens: The Athens News Courier	5,794	*
Huntsville: The Huntsville Times	68,800	
	74,594	
Mobile-Pensacola: Press-Register	101,426	
	101,426	
Alaska		
75,577		
Anchorage: Anchorage Daily News	49,734	
Fairbanks: Fairbanks Daily News-Miner	14,879	
Juneau: Juneau Empire	4,800	*
Kenai: Peninsula Clarion	6,164	*
	75,577	
Arizona		
315,798		
Cottonwood: Verde Independent & The Bugle	3,601	*
Flagstaff: Arizona Daily Sun	10,451	
Kingman: The Kingman Daily Miner	7,629	*
Lake Havasu City: Today's News-Herald	10,162	*
Mesa: East Valley Tribune	119,026	*
Prescott: The Daily Courier	15,544	
Sun City: News-Sun	6,463	
	172,876	
Tucson: The Arizona Daily Star	128,813	
	128,813	
Yuma: The Sun	14,109	
	14,109	
Arkansas		
290,510		
Blytheville: Blytheville Courier News	2,595	
	2,595	

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Arkansas		
290,510		
Conway: Log Cabin Democrat	8,439	*
Little Rock: Arkansas Democrat-Gazette	198,559	*
	206,998	
El Dorado: Sunday News	12,982	
Fayetteville: Northwest Arkansas Democrat Gazette	67,935	*
	80,917	
California		
3,307,762		
Bakersfield: The Bakersfield Californian	52,472	
Lompoc: Lompoc Record	3,637	
San Luis Obispo: The Tribune	36,772	
Santa Barbara: Santa Barbara News-Press	23,778	
Santa Barbara/TMC: Santa Barbara News-Press Direct	34,476	*
Santa Maria: Santa Maria Times	18,367	
Santa Maria/Select: Central Coast Preview	6,000	*
	175,502	
Camarillo: Ventura County Star	79,488	
Palmdale: Antelope Valley Press	19,110	
Riverside: The Press Enterprise	124,997	
Santa Ana: The Orange County Register	282,135	
Santa Ana/TMC: Sunday Preferred	86,000	*
Victorville: Daily Press	26,022	
	617,752	
El Centro: Imperial Valley Press	9,468	
	9,468	
Escondido: North County Times	65,597	
	65,597	
Fairfield: Daily Republic	18,516	
Sacramento: The Sacramento Bee	265,074	
Sacramento/Select: Yes! Your Essential Shopper	40,023	*
	323,613	
Fresno: The Fresno Bee	138,064	
Fresno/Select: Yes! Your Essential Shopper	31,458	*
Hanford: The Sentinel	8,577	
Merced: Merced Sun-Star	15,079	
Porterville: Recorder	5,900	*
	199,078	
Los Angeles: Los Angeles Times	887,775	

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
California		
3,307,762		
	887,775	
Marysville-Yuba City: Appeal-Democrat	15,684	
Marysville-Yuba City/Select: A-D Light	5,000	*
Modesto: The Modesto Bee	71,332	
Modesto/Select: Yes! Your Essential Shopper	31,023	*
Stockton: The Record	41,037	
	164,076	
Napa: Register	12,722	
Santa Rosa: The Press Democrat	60,956	
	73,678	
Redding: Record Searchlight	24,124	
	24,124	
San Diego: The San Diego Union-Tribune	291,363	
San Diego/TMC: Local Community Values	202,084	*
	493,447	
San Francisco: San Francisco Chronicle	273,652	
	273,652	
Colorado		
743,520		
Boulder: Sunday Camera	26,565	
Longmont: Times-Call	19,097	
Loveland: Reporter-Herald	20,535	
	66,197	
Canon City: Canon City Daily Record	5,705	
Colorado Springs: The Gazette	84,265	
Colorado Springs/Select: Sunday Preferred	23,200	*
Pueblo: The Pueblo Chieftain	45,388	
Trinidad: The Chronicle-News	2,554	*
	161,112	
Denver: The Denver Post	443,446	
Denver/Select: Sunday Select	40,500	*
	483,946	
Grand Junction: The Daily Sentinel	27,067	
Montrose: Montrose Daily Press	5,198	*
	32,265	
Connecticut		
370,212		
Bridgeport: Connecticut Post	69,815	
Danbury: The News-Times	28,724	
Greenwich: Time	9,842	
Stamford: The Advocate	20,253	
	128,634	
Manchester: Journal Inquirer	33,993	
Meriden: Record-Journal	17,883	*
Middletown: The Middletown Press	5,272	
New Britain: Herald Press	9,898	
New Haven: New Haven Register	89,981	
New London: The Day	28,951	
Torrington: The Register Citizen	5,841	
Waterbury: The Sunday Republican	49,759	

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Connecticut		
370,212		
	241,578	
Delaware		
16,981		
Dover: State News Sunday	16,981	
	16,981	
District of Columbia		
713,842		
Washington: The Washington Post	713,842	
	713,842	
Florida		
2,482,112		
Bradenton: Bradenton Herald	39,235	
Bradenton/Select: Yes! Your Essential Shopper	12,500	*
Lakeland: The Ledger	62,685	
Winter Haven: The Reporter	28,758	*
	143,178	
Cape Coral: Cape Coral Daily Breeze	42,209	*
Naples-Bonita: Daily News	52,437	
	94,646	
Ft. Walton Beach: Northwest Florida Daily News	29,863	
	29,863	
Gainesville: The Gainesville Sun	41,472	
Gainesville/Select: Shop Gainesville	10,000	*
	51,472	
Jacksonville: The Florida Times-Union	148,436	
Lake City: Lake City Reporter	7,000	*
St. Augustine: St. Augustine Record	17,227	
	172,663	
Live Oak: Live Oak Suwannee Democrat	5,300	*
	5,300	
Miami: The Miami Herald	203,295	
Miami/Select: The Miami Herald Sunday Select	61,448	*
Miami / El: El Nuevo Herald	72,142	
	336,885	
Ocala: Star-Banner	40,266	
Ocala/Select: Shop Ocala	10,000	*
Orlando: El Sentinel	80,000	*
Orlando: Orlando Sentinel	285,534	
Orlando/Select: Go Shopping, Orlando	70,000	*
Orlando/TMC: What's the Deal, Orlando?	100,000	*
The Villages: Daily Sun	37,102	
	622,902	
Panama City: Freedom Florida Newspapers	25,280	*
Panama City: The News Herald	27,919	
	53,199	
Sarasota: Herald-Tribune	82,252	
St. Petersburg: Tampa Bay Times	399,547	
Tampa: The Tampa Tribune	253,453	

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Florida		
2,482,112		
	735,252	
Stuart: SCRIPPS Treasure Coast Newspapers	83,443	*
West Palm Beach: The Palm Beach Post	123,309	
West Palm Beach/Select: Real Values	30,000	*
	236,752	
Georgia		
1,103,915		
Americus: Americus Times-Recorder	3,211	*
Columbus: Columbus Ledger-Enquirer	41,170	
Columbus/Select: Yes! Your Essential Shopper	11,494	*
Macon: The Telegraph	64,594	
Macon/Select: Yes! Your Essential Shopper	23,374	*
Milledgeville: The Milledgeville Union-Recorde	7,329	*
	151,172	
Athens: Athens Banner-Herald	21,858	
Atlanta: The Atlanta Journal-Constitution	407,099	
Atlanta/Select: Buyer's Edge Select	62,000	*
Atlanta/TMC: Atlanta - Reach	265,500	*
	756,457	
Augusta: The Augusta Chronicle	64,316	
Augusta/Select: Yes! Your Essential Shopper	8,200	*
	72,516	
Cordele: Cordele Dispatch	3,760	*
Moultrie: The Moultrie Observer	5,654	*
Tifton: The Tifton Gazette	6,635	*
	16,049	
Hinesville: Liberty County Coastal Courier	4,548	*
Richmond Hill: Bryan County News	2,135	*
Savannah: Savannah Morning News	54,890	
Statesboro: Statesboro Herald	7,526	*
	69,099	
Rome: Rome News-Tribune	14,407	*
	14,407	
Thomasville: Thomasville Times-Enterprise	8,249	*
Valdosta: The Valdosta Daily Times	15,966	*
	24,215	
Hawaii		
19,418		
Wailuku: The Maui News	19,418	
	19,418	
Idaho		
226,534		
Boise: Idaho Statesman	76,961	
Boise/Select: Yes! Your Essential Shopper	25,000	*
Nampa: Idaho Press Tribune	27,596	
Twin Falls: The Times-News	21,442	
	150,999	
Idaho Falls: Post Register	28,046	
Pocatello: Idaho State Journal	18,470	

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Idaho		
226,534		
Rexburg: Standard Journal	4,451	*
	50,967	
Lewiston: Lewiston Morning Tribune	24,568	*
	24,568	
Illinois		
1,786,240		
Alton: The Telegraph	20,397	
Belleville: Belleville Community Newspapers	7,891	*
Belleville: Belleville News-Democrat	51,117	
Belleville/Select: Yes! Your Essential Shopper	13,694	*
	93,099	
Bloomington: The Pantagraph	42,353	
Canton: The Daily Ledger	4,188	*
Pekin: Pekin Daily Times	6,578	*
Peoria: Journal Star	70,864	
	123,983	
Carbondale: The Southern Illinoisan	33,074	
	33,074	
Champaign-Urbana: The News-Gazette	42,964	
Decatur: Herald & Review	43,055	
Effingham: Effingham Daily News	10,120	
Jacksonville: Jacksonville Journal-Courier	11,550	
Springfield: The State Journal-Register	49,996	
	157,685	
Chicago: Chicago Tribune	777,038	
Chicago/Select: Chicago Tribune Sunday Select	195,000	*
Chicago/Fin de Semana: Hoy fin de semana	335,000	*
	1,307,038	
Freeport: The Journal Standard	10,326	*
	10,326	
Galesburg: The Register-Mail	9,947	
Kewanee: Star Courier	3,778	*
Monmouth: Daily Review Atlas	1,734	*
	15,459	
Macomb: The Macomb Journal	3,457	*
Quincy: Quincy Herald-Whig	20,853	
	24,310	
Mount Vernon: Mt. Vernon Register-News	7,102	*
	7,102	
Ottawa: The Times	14,164	
	14,164	
Indiana		
540,894		
Anderson: The Herald Bulletin	20,751	*
Bloomington: Hoosier Times	34,705	*
Columbus: The Republic	19,330	
Franklin: Daily Journal	13,906	
Greenfield: Daily Reporter	9,266	*
Greensburg: Greensburg News	4,306	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Indiana		
540,894		
Kokomo: Kokomo Tribune	21,045	*
Lebanon: The Lebanon Reporter	4,043	*
Logansport: Pharos-Tribune	9,489	*
Mooresville-Decatur: Reporter-Times	3,076	*
Rushville: Rushville Republican	2,578	*
	142,495	
Batesville: The Batesville Herald Tribune	2,569	*
	2,569	
Evansville: Evansville Courier & Press	71,039	
	71,039	
Ft. Wayne: The Journal Gazette	102,861	
	102,861	
Goshen: The Goshen News	10,661	*
South Bend: South Bend Tribune	80,536	
	91,197	
Munster: The Times	89,375	
	89,375	
New Albany-Jeffersonville: The Evening News & The Tribune	10,762	*
Seymour: The Tribune	6,618	*
	17,380	
Terre Haute: Tribune-Star	23,978	
	23,978	
Iowa		
317,117		
Ames: The Tribune	10,397	*
Fort Dodge: The Messenger	15,818	
Knoxville: The Knoxville Crossville Chronicle	2,015	*
Marshalltown: Times-Republican	8,678	
Oskaloosa: Oskaloosa Herald	2,691	*
	39,599	
Cedar Rapids: The Gazette	61,165	
Dubuque: Telegraph-Herald	30,509	
Waterloo: The Courier	44,303	
	135,977	
Clinton: Clinton Herald	9,688	
Davenport: Quad-City Times	59,272	
Muscatine: Muscatine Journal	5,706	
	74,666	
Mason City: Globe-Gazette	18,241	
	18,241	
Ottumwa: The Ottumwa Courier	10,626	
	10,626	
Sioux City: Sioux City Journal	38,008	
	38,008	
Kansas		
254,196		
Garden City: The Garden City Telegram	7,363	*
Great Bend: Great Bend Tribune	5,641	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Kansas		
254,196		
Hays: The Hays Daily News	10,263	*
Hutchinson: Hutchinson News	28,503	
Salina: Salina Journal	26,070	
Wichita: The Wichita Eagle	99,624	
Wichita/Select: Yes! Your Essential Shopper	25,008	*
	202,472	
Manhattan: The Manhattan Mercury	9,281	
Topeka: Topeka Capital-Journal	38,184	
	47,465	
Ottawa: The Ottawa Herald	4,259	*
	4,259	
Kentucky		
241,159		
Ashland: The Independent	15,263	
	15,263	
Bowling Green: Daily News	23,911	
Glasgow: The Glasgow Daily Times	8,286	
	32,197	
Corbin: Corbin Times-Tribune	5,805	*
Danville: The Kentucky Advocate	8,180	*
Lexington: Lexington Herald-Leader	113,350	
Lexington/Select: Yes! Your Essential Shopper	15,060	*
London: The London Sentinel-Echo	7,479	*
Somerset: Commonwealth Journal	8,118	*
	157,992	
Elizabethtown: The News Enterprise	18,903	
	18,903	
Henderson: The Gleaner	9,533	
	9,533	
Maysville: The Ledger Independent	7,271	
	7,271	
Louisiana		
335,782		
Abbeville-Eunice-Ville Platte: Meridonial-News Gazette	10,863	*
Crowley: The Crowley Post-Signal	3,800	*
Lake Charles: American Press	35,300	
Ruston: The Ruston Daily Leader	5,200	*
	55,163	
Baton Rouge: The Advocate	102,240	
Franklin: The Banner Tribune	2,138	*
Morgan City: The Daily Review	4,712	*
	109,090	
Houma: The Courier	16,094	
	16,094	
New Orleans: The Times-Picayune	155,435	
	155,435	
Maine		
136,400		

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Maine		
136,400		
Augusta: Kennebeck Journal	11,475	
Lewiston: Sun Journal	28,273	
Portland: Maine Sunday Telegram	82,286	
Waterville: Morning Sentinel	14,366	
	136,400	
Maryland		
549,699		
Baltimore: The Sun	301,551	
Baltimore/Select: Deals @ Your Door	44,000	*
Baltimore / Weeklies: Baltimore Weeklies	117,000	*
Easton: Star-Democrat	14,973	*
	477,524	
Cumberland: Cumberland Times-News	25,353	
Hagerstown: The Herald-Mail Newspapers	31,806	
	57,159	
Elkton: Cecil Whig	15,016	*
	15,016	
Massachusetts		
685,854		
Boston: Boston Sunday Globe	354,181	
Boston/Select: Savings Central	85,000	*
	439,181	
Hyannis: Sunday Cape Cod Times	47,069	
Worcester: Sunday Telegram	74,629	
	121,698	
New Bedford: Sunday Standard-Times	23,807	
	23,807	
Springfield: Sunday Republican	101,168	
	101,168	
Michigan		
880,037		
Adrian: The Daily Telegram	14,315	
	14,315	
Ann Arbor: AnnArbor.com	37,087	*
Dearborn: Press & Guide	7,056	
Lapeer: The County Press	8,961	*
Monroe: The Monroe Sunday News	21,139	
Mount Clemens: The Macomb Daily	61,958	
Pontiac: The Oakland Press	71,867	
Royal Oak: The Daily Tribune	6,166	
Shelby Township: Advisor & Source Newspapers	116,637	
Southgate: The News-Herald	31,337	
	362,208	
Bad Axe: Huron Daily Tribune	5,466	*
Bay City: The Bay City Times	32,141	*
Flint: The Flint Journal	68,502	
Midland: The Midland Daily News	14,406	
Mount Pleasant: Morning Sun	9,317	
Saginaw: The Saginaw News	36,880	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Michigan		
880,037		
	166,712	
Cadillac: News	7,849	*
Gaylord: Gaylord Herald-Times	5,000	*
Petoskey: Petoskey News-Review	8,895	*
Traverse City: Record-Eagle	29,065	
	50,809	
Grand Rapids: The Grand Rapids Press	152,075	
Kalamazoo: Kalamazoo Gazette	55,459	
Muskegon: The Muskegon Chronicle	35,743	
	243,277	
Jackson: Citizen Patriot	28,207	
	28,207	
Marquette: The Mining Journal	14,509	
	14,509	
Minnesota		
965,241		
Albert Lea: Albert Lea Tribune	5,561	*
Austin: Austin Daily Herald	3,810	*
Winona: Winona Daily News	10,327	
	19,698	
Bemidji: The Bemidji Pioneer	9,238	
Brainerd: Brainerd Dispatch	15,964	*
Faribault: Faribault Daily News	5,183	*
Minneapolis-St. Paul: Star Tribune	503,838	
Minneapolis-St. Paul/Select: Strib Express	30,000	*
Northfield: Northfield News	4,200	*
Owatonna: Owatonna People's Press	6,342	
Red Wing: Red Wing Republican Eagle	5,700	*
St. Paul: Pioneer Press	248,179	
Willmar: West Central Tribune	13,785	
	842,429	
Duluth: Duluth News-Tribune	47,071	
Grand Rapids: Grand Rapids Herald-Review	6,940	*
Hibbing: The Hibbing Daily Tribune	4,643	*
Virginia: Virginia Mesabi Daily News	9,965	*
	68,619	
Mankato: The Free Press	19,049	*
New Ulm: The Journal	7,520	
Worthington: Daily Globe	7,926	
	34,495	
Mississippi		
153,613		
Brookhaven: The Daily Leader	5,693	
Mc Comb: Enterprise-Journal	9,608	
Vicksburg: The Vicksburg Post	11,580	
	26,881	
Clarksdale: The Clarksdale Press Register	1,800	*
	1,800	
Columbus: The Commercial Dispatch	13,574	*
Laurel: Laurel Leader-Call	6,133	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Mississippi		
153,613		
Tupelo: Northeast Mississippi Daily Journal	35,439	
	55,146	
Greenville: Delta Democrat Times	7,211	
Greenwood: The Greenwood Commonwealth	6,163	
	13,374	
Gulfport: Sun Herald	39,061	
	39,061	
Meridian: The Meridian Star	12,653	*
	12,653	
Picayune: Picayune Item	4,698	*
	4,698	
Missouri		
1,001,619		
Cape Girardeau: Southeast Missourian	16,720	*
Dexter: The Daily Statesman	3,136	*
Kennett: The Daily Dunklin Democrat	3,055	*
Poplar Bluff: Daily American Republic	10,811	
Sikeston: Standard Democrat	5,964	
	39,686	
Columbia: Missourian	4,100	*
Fulton: The Fulton Sun	3,698	*
Jefferson City: News Tribune	20,465	
Joplin: The Joplin Globe	28,618	
	56,881	
Kansas City: The Kansas City Star	290,476	
Kansas City/Select: Yes! Your Essential Shopper	46,061	*
	336,537	
Nevada: Weekend Herald-Tribune	4,650	*
	4,650	
Park Hills: Daily Journal	6,701	
	6,701	
Sedalia: Democrat	9,290	*
	9,290	
St. Joseph: St. Joseph News-Press	30,011	
	30,011	
St. Louis: St. Louis Post-Dispatch	311,199	
St. Louis: St. Louis Suburban Journal Sunday	206,664	*
	517,863	
Montana		
130,831		
Billings: Billings Gazette	44,689	
Bozeman: Bozeman Daily Chronicle	15,643	
Butte: Montana Standard	12,203	
Helena: Helena Independent Record	13,134	
Kalispell: Daily Inter Lake	16,245	
Missoula: Missoulian	28,917	
	130,831	
Nebraska		
296,801		

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Nebraska		
296,801		
Beatrice: Sun	5,177	
Grand Island: The Grand Island Independent	19,573	
Lincoln: JournalStar	67,293	
York: York News Times	3,175	*
	95,218	
Columbus: Telegram	8,285	
Omaha: Sunday World-Herald	169,974	
	178,259	
North Platte: The North Platte Telegraph	10,436	
Scottsbluff: Star-Herald	12,888	
	23,324	
Nevada		
170,178		
Elko: Elko Daily Free Press	6,100	
	6,100	
Las Vegas: Las Vegas Review-Journal	161,478	
	161,478	
Sparks: Daily Sparks Tribune	2,600	*
	2,600	
New Hampshire		
87,452		
Keene: Sentinel	10,486	
Manchester: New Hampshire Sunday News	63,897	
Portsmouth: Seacoast Sunday	13,069	
	87,452	
New Jersey		
795,006		
Atlantic City: The Press Of Atlantic City	70,733	
Trenton: The Times	40,237	
Trenton / Trentonian: Trentonian	20,355	
Willingboro: Burlington County Times	29,616	
Woodbury: South Jersey Sunday	33,798	*
	194,739	
Flemington/TMC: Hunterdon Observer	48,309	*
Hackensack: Suburban Trends	7,496	*
Hackensack: The Bergen Record	172,103	
Newton: New Jersey Herald	17,398	
	245,306	
Jersey City: The Jersey Journal	21,813	
Newark: The Star-Ledger	333,148	
	354,961	
New Mexico		
160,859		
Albuquerque: Journal	112,540	
Hobbs: News-Sun	8,664	
Roswell: Daily Record	9,700	*
Santa Fe: The Santa Fe New Mexican	22,356	
	153,260	
Clovis: Clovis News Journal	6,131	

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
New Mexico		
160,859		
Portales: Portales News-Tribune	1,468	*
	7,599	
New York		
1,209,437		
Albany: Times Union	127,552	
Catskill: Daily Mail	2,608	
Glens Falls: Post-Star	29,653	
Gloversville: The Leader-Herald	10,845	
Hudson: Register-Star	4,538	
Saratoga Springs: Saratogian	7,668	
Troy: Record	10,436	
	193,300	
Auburn: The Citizen	10,329	
Oneida: The Oneida Daily Dispatch	5,967	
Syracuse: The Post-Standard	138,322	
	154,618	
Batavia: The Daily News	11,641	*
Buffalo: The Buffalo News	235,671	
	247,312	
Canandaigua: Post Messenger	9,741	
Geneva: Finger Lakes Sunday Times	15,554	
	25,295	
Canton: Advance-News	8,262	*
Oneonta: The Daily Star	13,472	*
Watertown: Daily Times	30,387	
	52,121	
Corning: The Sunday Leader	9,536	*
Hornell: The Spectator	8,700	*
	18,236	
Kingston: Sunday Freeman	18,078	
Middletown: Times Herald-Record Sunday	66,680	
Staten Island: Staten Island Sunday Advance	47,993	
Staten Island/TMC: Staten Island Shore Editions	54,500	*
	187,251	
Malone: The Malone Telegram	5,667	*
Plattsburgh: Press-Republican	19,101	
	24,768	
New York: New York Post	306,536	
	306,536	
North Carolina		
958,692		
Albemarle: Albemarle Stanley News & Press	8,085	*
Charlotte: The Charlotte Observer	211,334	
Gastonia: Gaston Gazette	24,504	
Shelby: The Star	11,136	*
	255,059	
Burlington: Times-News	21,759	
Greensboro: The News & Record	86,932	
Greensboro/Select: Sunday Plus	10,000	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
North Carolina		
958,692		
Winston-Salem: Winston-Salem Journal	76,805	
	195,496	
Chapel Hill: The Chapel Hill News	17,033	*
Durham: The Durham News	58,653	*
Fayetteville: The Fayetteville Observer	58,668	
Goldsboro: Goldsboro News-Argus	17,830	
Raleigh: The News & Observer	189,437	
Rocky Mount: Rocky Mount Telegram	13,593	
Southern Pines: The Pilot	14,052	*
Tarboro: The Tarboro Daily Southerner	3,300	*
	372,566	
Elizabeth City: The Daily Advance	9,331	
	9,331	
Greenville: The Daily Reflector	20,064	
Jacksonville: News	16,539	
Kinston: Free Press	9,748	
New Bern: Sun-Journal	14,409	
Washington: Washington Daily News	7,360	*
	68,120	
Hendersonville: Times-News	13,425	
	13,425	
Wilmington: Sunday Star-News	44,695	
	44,695	
North Dakota		
136,755		
Bismarck: Tribune	28,614	
Dickinson: The Dickinson Press	6,395	
Minot: Minot Daily News	17,648	
	52,657	
Fargo: The Forum	51,143	*
Grand Forks: Grand Forks Herald	27,181	
Jamestown: The Jamestown Sun	5,774	*
	84,098	
Ohio		
1,488,228		
Akron: Akron Beacon Journal	125,013	
Ashland: Ashland Times-Gazette	10,528	
Ashtabula: Astabula Star Beacon	15,684	
Canton: The Repository	68,355	
Elyria: The Chronicle-Telegram	22,628	
Lorain: Morning Jounal	22,263	
New Philadelphia-Dover: The Times Reporter	19,114	
Willoughby: Lake County News-Herald	38,415	
Wooster: The Daily Record	22,461	
	344,461	
Athens: Messenger	9,860	*
Ironton: Ironton Tribune	7,971	*
	17,831	
Cambridge: The Sunday Jeffersonian	11,806	
Circleville: Herald	5,764	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster
Ohio	
1,488,228	
Columbus: Suburban News Publications	122,944 *
Logan: News	3,456 *
Waverly: The News Watchman	2,903 *
	146,873
Cleveland: The Plain Dealer	341,832
Cleveland/TMC: PD Wrap-Up	60,500 *
	402,332
Dayton: Cox Ohio Southwest Group	81,353 *
Dayton: Dayton Daily News	139,414
Springfield: Springfield News-Sun	26,717
	247,484
Defiance: The Crescent-News	17,305
Findlay: The Courier	21,860 *
Fostoria: Review-Times	3,200 *
Toledo: The Blade	141,348
	183,713
East Liverpool: Sunday Review	7,103
Lima: The Lima News	36,879
Salem: Salem News	4,660
Youngstown: The Vindicator	60,588
	109,230
Hamilton: Journal News	19,838
Middletown: The Middletown Journal	16,466
	36,304
Oklahoma	
593,309	
Claremore: Claremore Daily Progress	5,482 *
McAlester: McAlester News-Capitol	7,044 *
Muskogee: Muskogee Phoenix	12,527
Pryor: The Pryor Daily Times	3,605 *
Tahlequah: Tahlequah Daily Press	3,816 *
Tulsa: Tulsa World	127,502
	159,976
Miami: Miami News-Record	5,000 *
	5,000
Oklahoma City: The Oklahoman	192,744
Oklahoma City/TMC: Buyer's Edge	232,000 *
Woodward: Woodward News	3,589 *
	428,333
Oregon	
492,173	
Albany-Corvallis: Albany Democrat-Herald/Corvallis Gazette-Times	24,787
Coos Bay: The World	10,291
Eugene: The Register-Guard	60,709
	95,787
Bend: The Bulletin	32,109
Klamath Falls: Herald and News	14,926
Medford: Mail Tribune	25,164
	72,199

State / State Circulation Newspaper	Circulation Newspaper / Cluster
Oregon	
492,173	
Ontario: Argus Observer	6,686
	6,686
Pendleton: East Oregonian	7,417
	7,417
Portland: The Sunday Oregonian	290,084
Portland/Select: Community News	20,000 *
	310,084
Pennsylvania	
2,304,935	
Allentown: The Morning Call	123,405
Allentown/Select: MC Select	22,000 *
Doylestown: The Intelligencer	39,329
Easton: The Express-Times	51,092
Levittown: Bucks County Courier Times	51,399
Norristown: Times Herald	19,537
Pottstown: Mercury	19,330
Primos: Delaware County Daily Times	30,555
Reading: Reading Eagle	70,802
Reading/Select: Reading Eagle Direct	5,000 *
West Chester: Daily Local News	26,319
	458,768
Beaver: Beaver County Times	35,909
New Castle: New Castle News	14,254
Oil City-Franklin: The Derrick/The News-Herald	21,617 *
Uniontown: Herald-Standard	22,415
	94,195
Carlisle: The Sentinel	13,556
Gettysburg: Gettysburg Times	8,364
Harrisburg: Sunday Patriot-News	111,729
Harrisburg/Select: pn Community	8,000 *
Lancaster: Sunday News	94,168
	235,817
Du Bois: Tri-County Sunday	14,551
Johnstown: The Tribune-Democrat	35,564
State College: Centre Daily Times	26,349
	76,464
Erie: Erie Times-News	71,284
	71,284
Hazleton: Hazleton Standard-Speaker	17,685 *
Pottsville: Pottsville Republican Herald	24,718 *
Sayre: Morning Times	5,163 *
Scranton: Scranton Times-Tribune	63,724
Scranton/Select: Scranton Times-Tribune Sunday Opt-In	13,100 *
Shamokin-Pottsville: The Shamokin-Pottsville News-Item	8,583
Stroudsburg: Pocono Record	19,267
Sunbury: The Daily Item	22,937
Towanda: Towanda Sunday Review	8,667
Wilkes-Barre: The Times Leader	59,739 *
Williamsport: Williamsport Sun-Gazette	29,850

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Pennsylvania		
2,304,935		
	273,433	
Philadelphia: The Philadelphia Inquirer	459,170	
Philadelphia/DN: Daily News	49,155	
Philadelphia/Spree: Savings Spree!	302,414	*
	810,739	
Pittsburgh: Pittsburgh Post-Gazette	266,504	
	266,504	
Sharon: The Herald	17,731	
	17,731	
Rhode Island		
129,024		
Providence: The Providence Sunday Journal	129,024	
	129,024	
South Carolina		
485,724		
Anderson: Anderson Independent-Mail	29,676	
Greenville: Greenville Journal	40,116	*
Greenwood: The Index-Journal	12,919	
Spartanburg: Herald-Journal	42,392	
	125,103	
Charleston: The Post And Courier	91,085	
Myrtle Beach: The Sun News	49,490	
Myrtle Beach/Select: The Sun News Sunday Select	11,264	*
	151,839	
Columbia: The State	94,450	
Columbia/Select: Yes! Your Essential Shopper	34,921	*
Orangeburg: The Times & Democrat	12,328	
Sumter: The Item	14,363	
	156,062	
Hilton Head-Beaufort: The Island Packet-Gazette	27,435	
	27,435	
Rock Hill: The Herald	25,285	
	25,285	
South Dakota		
74,568		
Aberdeen: American News	14,605	
Belle Fourche : Butte County Post	1,955	*
Huron: Plainsman	5,314	*
Mitchell: The Daily Republic	11,455	
Rapid City: Rapid City Journal	29,615	
Watertown: Watertown Public Opinion	11,624	
	74,568	
Tennessee		
472,879		
Chattanooga: Chattanooga Times Free Press	102,574	
	102,574	
Crossville: Crossville Chronicle	7,582	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster	
Tennessee		
472,879		
Knoxville: Knoxville News Sentinel	119,263	
Knoxville/Select: Sunday Saver Select	5,000	*
Morristown: Citizen Tribune	24,354	
	156,199	
Dyersburg: The State Gazette	5,321	*
Memphis: The Commercial Appeal	141,042	
	146,363	
Johnson City: Johnson City Press	29,993	
	29,993	
Murfreesboro: The Murfreesboro Post	20,500	*
Shelbyville: Shelbyville Times-Gazette	6,750	*
Tullahoma: The Sunday News	10,500	*
	37,750	
Texas		
2,817,292		
Abilene: Abilene Reporter-News	30,749	
Brownwood: Brownwood Bulletin	6,048	*
Midland: Reporter-Telegram	18,140	
Odessa: Odessa American	17,207	
San Angelo: Standard-Times	21,638	
	93,782	
Amarillo: Amarillo Globe-News	43,510	
Lubbock: Lubbock Avalanche-Journal	42,240	
Plainview: Plainview Daily Herald	4,340	*
	90,090	
Athens: Athens Daily Review	3,701	*
Corsicana: Corsicana Daily Sun	4,385	*
Denton/TMC: Denton Record-Chronicle	12,519	
Gainesville: Gainesville Daily Register	5,100	*
Greenville: Greenville Herald Banner	6,005	*
Mineral Wells: The Mineral Wells Index	2,699	*
Palestine: Palestine Herald-Press	5,517	*
Paris: The Paris News	8,837	
Stephenville: Stephenville Empire-Tribune	4,600	*
Waxahachie: The Waxahachie Daily Light	4,700	*
	58,063	
Austin: Austin American-Statesman	154,844	
	154,844	
Beaumont: The Beaumont Enterprise	31,864	
	31,864	
Brownsville: The Herald	16,921	*
Harlingen: Valley Morning Star	16,370	
McAllen: Monitor	36,085	
Weslaco: Mid Valley Town Crier	21,750	
	91,126	
Corpus Christi: Corpus Christi Caller-Times	56,548	
	56,548	
Dallas: The Dallas Morning News	351,788	
Dallas/Al Dia: Al Dia	122,933	
Dallas/Briefing: Briefing	202,514	*

State / State Circulation Newspaper	Circulation Newspaper / Cluster
Texas	
2,817,292	
	677,235
Del Rio: Del Rio News-Herald	4,073
Kerrville: Kerrville Daily Times	8,897
	12,970
El Paso: El Diario de El Paso	10,500 *
	10,500
Fort Worth: Star-Telegram	228,793
Fort Worth/Select: Yes! Your Essential Shopper	69,801 *
	298,594
Houston: Houston Chronicle	503,316
Houston/SMC: The Good Life	315,000 *
	818,316
Huntsville: The Huntsville Item	4,275 *
	4,275
Jacksonville: Jacksonville Daily Progress	3,100 *
Tyler: Tyler Courier-Times-Telegraph	30,826
	33,926
San Antonio: San Antonio Express-News	245,305
	245,305
Temple: Temple Daily Telegram	19,573
Waco: Waco Tribune-Herald	38,439
	58,012
Texarkana: Gazette	29,042
	29,042
Victoria: Victoria Advocate	28,467
	28,467
Wichita Falls: Times Record News	24,333
	24,333
Utah	
278,356	
Logan: The Herald Journal	16,662
Provo: Daily Herald	43,525
Salt Lake City: The Salt Lake Tribune-Deseret News	206,169
Salt Lake City/Select: The Salt Lake Tribune Sunday Select	12,000 *
	278,356
Vermont	
21,468	
Rutland/Barre: Rutland Herald/Barre Sunday Times Argus	21,468
	21,468
Virginia	
581,179	
Martinsville: Martinsville Bulletin	16,507
	16,507
Newport News: Daily Press	90,924
Norfolk: The Virginian-Pilot	174,018
Norfolk/Select: Non-Subscriber Sunday Opt-In	34,000 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
Virginia	
581,179	
	298,942
Petersburg: The Petersburg Progress-Index	12,206
Richmond: Richmond Times-Dispatch	163,347
	175,553
Roanoke: The Roanoke Times	90,177
	90,177
Washington	
840,250	
Bellingham: The Bellingham Herald	21,276
Bremerton: Kitsap Sun	22,452
Mount Vernon: Skagit Valley Herald	15,757
Olympia: The Olympian	28,573
Tacoma: The News Tribune	101,535
Tacoma/Select: Yes! Your Essential Shopper	24,729 *
Wenatchee: The Wenatchee World	19,127
	233,449
Ellensburg: Daily Record	5,669 *
Pasco-Kennewick-Richland: Tri-City Herald	37,538
Walla Walla: Walla Walla Union-Bulletin	12,831
Yakima: Herald-Republic	32,762
	88,800
Longview: The Daily News	22,564
Vancouver: The Columbian	39,952
	62,516
Seattle: The Seattle Times	325,933
Seattle/Select: Savings Source	40,000 *
	365,933
Spokane: The Spokesman-Review	89,552
	89,552
West Virginia	
234,953	
Beckley: The Register-Herald	22,832
Bluefield: Bluefield Daily Telegraph	15,953
Princeton: Princeton Times	1,420 *
	40,205
Charleston: Sunday Gazette-Mail	65,247
	65,247
Clarksburg: Clarksburg Exponent-Telegram	18,491
Fairmont: Times West Virginian	10,291
Parkersburg: The Parkersburg News and Sentinel	28,064
Wheeling: Sunday News-Register	31,964
	88,810
Martinsburg: The Journal	17,446
	17,446
Morgantown: The Dominion Post	23,245
	23,245
Wisconsin	
274,445	

State / State Circulation Newspaper	Circulation Newspaper / Cluster		State / State Circulation Newspaper	Circulation Newspaper / Cluster
Wisconsin				
274,445				
Baraboo: Baraboo News Republic	3,688			
Madison: Wisconsin State Journal	119,169			
Portage: Daily Register	4,115			
	126,972			
Beaver Dam: Daily Citizen	9,978			
Kenosha: Kenosha News	26,450			
Racine: The Journal Times	28,266			
	64,694			
Chippewa Falls: Chippewa Valley Newspapers	8,859			
Eau Claire: Leader-Telegram	29,854			
La Crosse: La Crosse Tribune	35,198			
Rhinelander: The Daily News	2,997	*		
	76,908			
Shawano: Shawano Leader	5,871	*		
	5,871			
Wyoming				
23,867				
Casper: Casper Star-Tribune	23,867			
	23,867			

*Newspaper Publisher's Statement

Sources: PARADE 1/29/2012 circulation based on ABC, CAC, VAC and newspaper publisher statements, 9/30/2011

USA WEEKEND MAGAZINE

Circulation List 2012

Circulation: 22,655,210 **Effective: January 1, 2012**

NOW THE CHOICE OF MORE THAN 800 NEWSPAPER PUBLISHERS

CIRCULATION LIST 2012

More than 800 newspapers - Effective January 1, 2012 - Circulation 22,655,210

State/City/Newspaper	Circulation
Alabama	**155,683**
Decatur Daily	23,848
Dothan Eagle	29,535
Florence-Sheffield-Tuscumbia-Muscle Shoals Times Daily	27,444
Fort Payne Times-Journal	5,064
Gardendale North Jefferson News	2,662
Jasper Mountain Eagle	9,623
Montgomery Advertiser	43,068
Opelika/Auburn News	14,439
Alaska	**8,782**
Juneau Empire	4,153
Kenai Peninsula Clarion	4,629
Arizona	**649,911**
Bullhead City Mohave Valley Daily News	10,143
Casa Grande Dispatch	7,783
Nogales International	2,850
Arizona Republic	471,108
Arizona Republic - Sunday Select	48,000
Safford Eastern Arizona Courier	5,739
Sierra Vista Herald	8,991
Tucson Star	94,797
Arkansas	**202,421**
Clinton Van Buren County Democrat	3,320
Conway Log Cabin Democrat	9,091
Fayetteville Northwest Arkansas Democrat-Gazette	60,597
Fort Smith Times Record	38,516
Harrison Times	7,350
Hot Springs Sentinel-Record	15,808
Jonesboro Sun	17,316
Lonoke Democrat	1,405
Mountain Home Baxter Bulletin	9,664
North Little Rock Times	3,765
Paragould Daily Press	4,815
Pine Bluff Commercial	11,239
Russellville Courier	10,060
Searcy Citizen	4,849
Sherwood Voice	1,671
Van Buren Press Argus Courier	2,955
California	**3,255,020**
Auburn Journal	9,764
Benicia Herald	3,015
Big Bear Lake Grizzly Weekender	7,500
Carmel Valley News	16,723
Chico Enterprise-Record	31,097
Davis Enterprise	8,585
Eureka Times-Standard	19,720
Fairfield Republic	18,422
Gilroy Dispatch	8,712
Glendale News-Press	7,855
Grass Valley The Union	13,997
Hayward/Fremont/Newark/Pleasanton ANG Newspapers	78,530
Hollister Weekend Pinnacle	17,327
Laguna Beach Coastline Pilot	21,855
Lakeport Record-Bee	6,688
Lodi News-Sentinel	13,349
Long Beach Impacto USA	212,530
Los Angeles County Breeze	58,543
Los Angeles County Press Telegram	62,777
Los Angeles County Star News-Valley Tribune-Daily News	79,714
Los Angeles Daily News	92,320
Los Angeles Fin de Semana	740,567

State/City/Newspaper	Circulation
California (continued)	
Los Angeles Times -- Sunday Select	200,000
Madera Tribune	4,975
Marin County Independent Journal	29,507
Monterey Herald	27,065
Morgan Hill Times	10,229
Napa Register	12,722
Oakland Tribune	40,919
Ontario Bulletin Express	67,705
Ontario Inland Valley Daily Bulletin	56,054
Ontario Inland Valley Daily Bulletin -- Sunday Select	5,238
Palm Springs Cathedral Sun	10,000
Palm Springs Desert Sun	50,661
Palm Springs Indio Sun	9,000
Palm Springs Sun	9,000
Palo Alto/Menlo Park The Daily News	17,500
Pasadena Weekly Star	9,200
Pasadena Star-news -- Sunday Select	3,234
Placerville Mountain Democrat	11,224
Poway News Chieftain	15,090
Ramona Ramona Sentinel	14,000
Rancho Bernardo News-Journal	17,276
Red Bluff News	6,182
Redlands Facts	6,561
Ridgecrest Daily Independent	3,918
Riverside La Prensa	103,000
Roseville Press-Tribune	14,459
Salinas Californian	12,119
San Bernardino Sun	58,003
San Francisco Examiner	253,457
San Gabriel Valley Highlander	33,293
San Jose Mercury News	217,937
San Jose Mercury News -- Sunday Select	50,000
San Mateo/Lompoc Times	24,694
Santa Cruz Sentinel	22,577
Solana Beach Sun	3,700
South Lake Tahoe Daily Tribune	8,302
Truckee Sierra Sun	6,371
Ukiah Journal	5,993
Vacaville Reporter	16,756
Vallejo Times-Herald	15,443
Victorville/Barstow Daily Press-Desert Dispatch	25,846
Visalia Times-Delta	22,682
Walnut Creek Contra Costa Times	148,197
Watsonville Register-Pajaronian	5,210
West Covina San Gabriel Valley Tribune -- Sunday Select	7,959
Whittier Daily News -- Sunday Select	4,275
Woodland Democrat	8,312
Yreka Siskiyou Daily News	5,885
Yucca Valley Hi-Desert Star	7,300
Yucca Valley Observation Post	6,400
Colorado	**628,533**
Aspen Times	8,000
Denver Post	448,165
Denver Post -- Sunday Select	51,000
Durango/Cortez Herald-Journal	11,736
Fort Collins Coloradoan	25,982
Frisco Summit Daily News	10,250
Glenwood Springs Post Independent	9,150
Granby Sky Hi News	5,000
Grand Junction Free Press	10,000
Greeley Tribune	21,863
Steamboat Springs Steamboat Today	8,736
Vail Daily	11,372
Windsor now	7,279

State/City/Newspaper	Circulation
Connecticut	**255,811**
Hartford Courant	199,661
Hartford Courant -- Sunday Select	12,500
Norwalk Hour	16,342
Norwich Bulletin	21,139
Willimantic Chronicle	6,169
Delaware	**122,327**
Wilmington News Journal	108,100
Wilmington News Journal -- Sunday Select	14,227
Washington DC	**303,476**
Washington Examiner	303,476
Florida	**1,463,723**
Brooksville Hernando Today	2,991
Charlotte Harbor Sun	62,505
Coral Springs Forum	24,001
Crystal River Citrus County Chronicle	30,213
Daytona Beach News-Journal	89,541
Deerfield Beach Forum	9,100
Ft. Lauderdale East Side Forum	26,805
Ft. Lauderdale El Sentinel	124,183
Ft. Lauderdale/South Florida Sun Sentinel -- Sunday Select	70,000
Ft. Lauderdale/South Florida Sun-Sentinel	251,437
Ft. Myers News-Press	100,009
Jackson County Floridian	5,340
Jacksonville Times-Union	148,504
Kissimmee Osceola News-Gazette	37,856
Leesburg Commercial	20,180
Margate & Coconut Creek Forum	14,250
Melbourne Florida Today	75,762
Melbourne Florida Today -- Sunday Select	4,032
Pensacola News Journal	59,563
Pompano Beach Forum	11,700
Sebring Highlands Today	15,922
St. Augustine Record	18,117
Tallahassee Democrat	45,010
Tampa Centro Mi Diario	41,242
Tampa Tribune -- Sunday Select	53,500
Tampa/Newport Richey Suncoast News	115,943
Winter Haven News Chief	6,017
Georgia	**640,910**
Albany Herald	18,990
Albany Herald -- Sunday Select	10,000
Athens Banner-Herald	22,518
Atlanta Inquirer	40,000
Augusta Chronicle	63,632
Canton Cherokee Tribune	4,911
Carrollton Times-Georgian	6,861
Cartersville Daily Tribune News	6,409
Cumming Forsyth County News	14,566
Cumming South Forsyth News	16,000
Dalton Citizen	10,742
Douglas County Sentinel	2,546
Dublin Courier Herald	9,463
Gainesville Times	26,015
Griffin News	6,078
Jonesboro/McDonough Clayton News Daily	3,794
LaGrange Daily News	9,729
Lawrenceville/Conyers/Rockdale Daily Post-Citizen	108,705
Lawrenceville Gwinnett Daily Post -- Sunday Select	17,000
Marietta Journal	15,944
Marietta Neighbor Papers	154,516
Newnan Times-Herald	9,510

Georgia (continued)	
Savannah Morning News	55,377
Winder Barrow County News	7,604
Hawaii	**172,620**
Hilo Tribune-Herald	19,266
Honolulu Star-Advertiser	132,281
Kailua/Kona West Hawaii Today	12,805
Lihue Garden Island	8,268
Idaho	**35,830**
Coeur D'Alene Press	30,584
Moscow-Pullman Daily News	5,246
Illinois	**1,143,062**
Arlington Heights Reflejos	96,000
Aurora Beacon News	19,951
Benton Evening News	2,221
Centralia Morning Sentinel	14,883
Chicago New Crusader	90,071
Chicago La Raza	152,046
Chicago Sun-Times	224,839
Chicago Sun-times -- Sunday Select	30,924
Crystal Lake Northwest Herald	33,937
Danville Commercial-News	11,494
De Kalb Daily Chronicle	9,997
Downers Grove Press Publications-Bartlett	5,731
Du Quoin Evening Call	3,470
Eldorado Journal	645
Elgin Courier News	5,667
Elmhurst Press Publications	21,683
Harrisburg Register	2,793
Joliet Herald-News	31,343
Kankakee Daily Journal	27,161
La Salle/Peru/Oglesby/Spring Valley News-Tribune	15,996
Lemont Reporter/Met	4,488
Marion Republican	2,051
Morris Daily Herald	5,186
Mt. Carmel Daily Republican Register	3,943
Naperville Sun	12,069
Oak Brook Suburban Life	4,420
Olney Daily Mail	3,450
Pontiac Leader	2,936
Rock Island/Moline/East Moline Argus-Dispatch	40,900
Rockford Register Star	56,114
Rockford Register Star -- Sunday Select	5,000
Shelbyville Daily Union	2,290
St. Charles Chronicle	9,891
Sterling/Rock Falls Sauk Valley	17,432
Suburban Chicago Herald	110,824
Suburban Chicago Southtown	43,711
Waukegan/Lake County News Sun	15,875
West Frankfort American	1,630
Indiana	**564,852**
Bluffton News-Banner	4,417
Connersville News Examiner	5,690
Crawfordsville Journal Review	6,197
Elkhart Truth	23,075
Frankfort Times	3,397
Huntington Herald-Press	4,576
Indianapolis Star	272,416
Indianapolis Star -- Sunday Select	40,000
Jasper Herald	11,586
Kendallville Publishing Company	17,369
La Porte Herald Argus	8,629
Lafayette/West Lafayette Journal & Courier	27,711
Marion Chronicle Tribune	12,118
Merriville Post-Tribune	40,301
Michigan City News-Dispatch	7,059

Indiana (continued)	
Muncie Star-Press	28,150
New Castle Courier-Times	6,479
Peru Tribune	3,845
Richmond Palladium-Item	15,469
Shelbyville News	5,577
Vincennes Sun-Commercial	7,232
Wabash Plain Dealer	3,176
Warsaw Times-Union	10,383
Iowa	**266,909**
Burlington Hawk Eye	18,413
Centerville Daily Iowegian	2,375
Council Bluffs Nonpareil	14,838
Des Moines Register	200,205
Des Moines Register -- Sunday Select	9,657
Ft. Madison The Daily Democrat	4,480
Iowa City Press-Citizen	12,060
Keokuk Daily Gate City	4,881
Kansas	**153,207**
Abilene Reflector-Chronicle	3,350
Arkansas City Traveler	4,091
Chanute Tribune	3,682
Dodge City Globe	4,004
Emporia Gazette	6,162
Garden City Telegram	7,363
Hays News	10,866
Hutchinson News	28,850
Lawrence Journal-World	16,291
Leavenworth Times	4,065
Newton Kansan	6,120
Ottawa Herald	4,568
Parsons Sun	4,329
Pittsburg Sun	5,759
Topeka Capital-Journal	39,302
Winfield Courier	4,405
Kentucky	**368,128**
Bardstown Kentucky Standard	8,185
Frankfort State Journal	8,220
Harlan Enterprise	5,628
Hopkinsville New Era	10,100
Louisville Courier-Journal	230,649
Louisville Courier-Journal - Sunday Select	27,569
Madisonville Messenger	6,268
Middlesboro News	6,400
Owensboro Messenger-Inquirer	24,978
Paducah Sun	20,312
Prestonsburg Floyd County Times	5,763
Richmond Register	5,385
Russellville News Democrat & Leader	4,655
Winchester Sun	4,016
Louisiana	**218,358**
Alexandria Town Talk	26,485
Bogalusa Daily News	6,600
Covington St. Tammany News	21,100
Hammond Star	10,507
La Place L'Observeteur	5,000
Lafayette Advertiser	41,356
Monroe News-Star	28,500
Sunday Iberian	12,237
Opelousas World	7,001
Shreveport Times	51,005
Thibodaux Comet	8,567
Maine	**84,652**
Augusta-Waterville Kennebec Journal-Morning Sentinel	25,313
Bangor News	53,868
Biddeford Journal-Tribune	5,471

Maryland	178,760
Annapolis Capital	38,247
Annapolis Maryland Gazette	21,482
Baltimore Times	20,000
Easton Sunday Star	15,782
Frederick News-Post	34,602
Salisbury Times	23,151
Westminster Carrol County Times	25,496
Massachusetts	**435,656**
Attleboro Sun Chronicle	15,736
Beverly News	21,828
Boston Herald	87,066
Brockton Enterprise	27,233
Fall River Herald News	16,271
Fitchburg Sentinel & Enterprise	14,379
Framingham Tab	6,956
Framingham Natick Bulletin & Tab	869
Framingham/Milford Metrowest Daily News	28,694
Gloucester Daily Times	8,052
Greenfield Recorder	11,318
Lowell Sun	40,412
Marshfield Abington Mariner	955
Marshfield Rockland Standard	744
Newburyport Daily News	10,042
North Adams Transcript	5,921
North Andover Eagle-Tribune	39,615
Northampton Hampshire Gazette	17,741
Pittsfield/Berkshire Eagle	25,249
Quincy Patriot Ledger	48,522
Rayham Canton Journal	446
Taunton Gazette	7,607
Michigan	**1,145,537**
Alpena News	8,803
Battle Creek Enquirer	15,788
Benton Harbor/St. Joseph Herald-Palladium	18,096
Big Rapids/Manistee Pioneer-News Advocate	8,515
Cheboygan Daily Tribune	4,125
Coldwater Daily Reporter	5,355
Detroit News and Free Press	485,803
Detroit Free Press -- Sunday Select	208,363
Escanaba Press	7,917
Grand Haven Tribune	9,064
Greenville News	6,661
Hillsdale News	6,010
Holland Sentinel	17,611
Houghton Mining Gazette	7,793
Howell Livingston County Daily Press & Argus	16,579
Iron Mountain/Kingsford News	9,172
Ironwood Daily Globe	6,400
Lansing Community Newspapers	83,059
Lansing State Journal	66,119
Livonia Eccentric	24,742
Livonia Observer	54,642
Owosso Argus-Press	8,825
Port Huron Times-Herald	19,463
Sturgis Journal	5,932
Grand Traverse Insider	40,700
Minnesota	**498,222**
Brainerd Dispatch	15,964
Eden Prairie Minnesota Sun Newspapers	372,534
Fairmont Sentinel	5,891
Fergus Falls Journal	5,415
Marshall Independent	6,148
Rochester Post-Bulletin	43,587
St. Cloud Times	31,481
Stillwater Gazette	17,202

Mississippi	111,378
Cleveland Bolivar Commercial	5,451
Corinth Corinthian	6,139
Hattiesburg American	15,560
Jackson Clarion-Ledger	75,495
Natchez Democrat	8,733

Missouri	131,901
Columbia Tribune	17,670
Hannibal Courier-Post	5,527
Independence/Blue Springs Examiner	11,407
Kirksville Daily Express	3,200
Maryville Daily Forum	2,017
Mexico Ledger	5,026
Moberly Monitor - Index & Evening Democrat	3,846
Rolla Daily News	3,890
Springfield News-Leader	63,158
Washington Missourian	16,160

Montana	28,856
Great Falls Tribune	28,856

Nebraska	43,890
Fremont Tribune	7,256
Hastings Tribune	9,549
Kearney Hub	11,285
Norfolk Daily News	15,800

Nevada	306,763
Boulder City Review	2,400
Carson City Nevada Appeal	13,559
Fallon Lahontan Valley News	2,493
Las Vegas El Tiempo	50,000
Las Vegas Review -Journal	151,223
Mesquite Desert Valley Times	7,100
Pahrump Valley Times	7,065
Reno Gazette-Journal	53,830
Reno Gazette-journal -- Sunday Select	17,293
Tonopah Times-Bonanza	1,800

New Hampshire	71,548
Concord Monitor	17,070
Dover/Laconia Citizen-Foster's Sunday Citizen	14,285
Lebanon/Hanover Valley News	17,017
Nashua Telegraph	23,176

New Jersey	346,620
Bridgewater Courier-News	21,644
Camden/Cherry Hill Courier-Post	64,620
East Brunswick Home News Tribune	41,448
Morristown/Parsippany Record	25,464
Neptune Asbury Park Press	157,063
Trenton Trentonian	20,964
Vineland Journal	15,417

New Mexico	185,671
Alamagordo Times	6,253
Albuquerque Journal	86,822
Belen Valencia County News-Bulletin	21,105
Carlsbad Current-Argus	6,442
Farmington Times	16,201
Gallup Independent	20,077
Las Cruces Sun-News	21,916
Los Alamos Monitor	3,725
Socorro El Defensor Chieftain	3,130

New York	1,898,744
Adirondack Enterprise	4,700
Batavia Daily News	12,456
Binghamton Press & Sun-Bulletin	53,071
Dunkirk/Fredonia Observer	8,442

New York (continued)	
Elmira Star-Gazette	25,516
Hudson Register-Star-Daily Mail	7,146
Ithaca Journal	15,347
Jamestown Post-Journal	16,159
Long Island Newsday	357,371
Melville This Week	300,746
New York City Daily News	499,971
Niagara Falls Niagara County Community Newspapers	28,110
Olean Times Herald	12,601
Oswego Palladium-Times	5,467
Owego Pennysaver	19,420
Poughkeepsie Journal	38,312
Rochester Democrat and Chronicle	175,146
Saratoga Springs Saratogian	7,220
Schenectady Gazette	40,705
Troy Record	10,358
Utica Observer-Dispatch	40,887
Watertown Times	25,265
White Plains Journal News	103,543
White Plains Yonkers/Mt. Vernon Express	90,785

North Carolina	468,958
Asheboro Courier-Tribune	13,051
Asheville Citizen-Times	49,537
Boone Watauga Democrat	2,934
Boone Watauga Mountain Times	14,500
Charlotte Carolina Weekly Newspapers	93,000
Clinton Sampson Independent	8,383
Concord Harrisburg Horizons	5,475
Concord/Kannapolis Independent Tribune	12,442
Durham Herald-Sun	25,390
Eden News	2,448
Elizabethtown Bladen Journal	4,557
Elkin Tribune	4,421
Forest City Courier	6,407
Henderson Dispatch	6,700
Hickory Record	18,775
Hickory Daily Record -- Sunday Direct	10,000
High Point Enterprise	18,355
The Laurinburg Exchange	6,071
Lenoir News-Topic	6,700
Lexington Dispatch	8,585
Lumberton Robesonian	15,555
Marion McDowell News	4,172
Monroe Enquirer-Journal	6,699
Morganton News-Herald	8,815
Mount Airy News	9,813
Reidsville Review	3,699
Roanoke Rapids Herald	8,955
Rockingham Richmond County Daily Journal	8,143
Salisbury/Spencer/East Spencer Post	19,408
Sanford Herald	7,900
Statesville Record & Landmark	12,259
West Jefferson Ashe Mountain Times	10,500
Wilson Times	14,195
Winston-salem Journal -- Sunday Direct	21,114

Ohio	1,373,458
Akron Cuyahoga Falls News Press	22,353
Bowling Green Sentinel-Tribune	9,674
Bryan Times	9,486
Cincinnati Enquirer	255,128
Cincinnati The Enquirer -- Sunday Select	27,413
Columbus Dispatch	265,879
Columbus Dispatch Sunday Savings	20,000
Fairborn-Xenia Daily Herald Gazette News-Current	5,716
Greenville Advocate	4,678
Hillsboro Times-Gazette	3,463
Hudson Hub-Times	9,460

Ohio (continued)	
Jackson County Times-Journal	5,500
Kent/Ravenna Record-Courier	16,531
Lewis Center This Week Community Newspapers	328,209
Lisbon Morning Journal	10,051
Lorain Journal	22,763
Mansfield News Journal	20,110
Marietta Times	11,031
Martins Ferry/Belmont County Times Leader	16,087
Medina Gazette	11,408
Miami Valley Sunday News	9,359
Napoleon Northwest Signal	4,461
Newark Advocate Group	83,732
Norwalk Reflector	8,111
Piqua Call	6,467
Pomeroy-Gallipolis Daily Sentinel-Daily Tribune	6,723
Portsmouth Times	11,525
Sandusky Register	18,876
Sidney News	11,353
Steubenville Herald-star	13,808
Stow Sentry	14,630
Tallmadge Express	8,813
Tiffin Advertiser-Tribune	8,890
Urbana Citizen	4,981
Van Wert Times-Bulletin	4,420
Warren Tribune Chronicle	30,733
Washington Court House Record-Herald	5,000
Willoughby Lake County News-Herald	40,486
Wilmington News-Journal	6,150

Oklahoma	250,075
Ada Evening News	6,699
Altus Times	4,204
Ardmore Sunday Ardmoreite	9,343
Bartlesville Examiner-Enterprise	9,928
Chickasha Star	3,779
Duncan Banner	6,500
Durant Democrat	5,376
Edmond Sun	3,261
Enid News & Eagle	15,372
Lawton Sunday Constitution	22,671
McAlester News-Capitol	6,026
Norman Transcript	11,303
Pauls Valley Daily Democrat	2,890
Shawnee News-Star	7,800
Stillwater News-Press	7,421
Tulsa World	127,502

Oregon	88,209
Daily Astoria	6,974
Grant's Pass Courier	17,003
Roseburg News-Review of Douglas County	17,942
Salem Statesman-Journal	46,290

Pennsylvania	813,723
Altoona Mirror	36,242
Bloomsburg Press-Enterprise	20,368
Bradford Era	10,056
Butler Eagle	25,832
Chambersburg Public Opinion	17,011
Clearfield Progress	10,467
Greensburg Tribune-Review	180,064
Hanover Sun	18,176
Hazleton Standard-Speaker	21,906
Indiana Gazette	14,548
Lansdale Reporter	9,388
Lebanon News	18,272
Lehighton Times News	12,931
Lewistown Sentinel	12,045
Lock Haven Express	9,044
McKeesport/Duquesne/Clairton News	11,398

Pennsylvania (continued)	
Meadville Tribune	11,431
New Kensington-Tarentum-Vandegrift Valley News Dispatch	24,585
Norristown Times Herald	9,536
Phoenixville Phoenix	9,396
Pottstown Mercury	19,581
Primos Delaware County Times	31,526
Scranton Times-Tribune	63,724
Smaokin/Pottsville News-Item - Republic Herald	33,283
Somerset Daily American	12,640
Sunbury Danville News	1,547
Towanda Sunday Review	8,803
Warren Times-Observer	8,724
Washington Observer-Reporter	33,203
West Chester Local News	20,397
Wilkes-Barre Sunday Voice	26,187
York Sunday News	71,412

Rhode Island	35,135
Kent County Times	2,236
Newport Daily News	10,035
Pawtucket/Central Falls Times	6,463
Westerly Sun	6,984
Woonsocket Call	9,417

South Carolina	214,229
Aiken Standard	15,933
Florence Morning News	28,004
Georgetown Times	6,356
Goose Creek Gazette	11,000
Greenville News	103,195
Greenville News -- Sunday Select	14,507
Lancaster News	11,822
Newberry Observer	6,869
Summerville Journal Scene	4,432
Union Daily Times	7,059
Winnsboro Herald Independent	5,052

South Dakota	61,616
Sioux Falls Argus Leader	53,508
Yankton Press & Dakotan	8,108

Tennessee	473,452
Athens Post-Athenian	9,832
Clarksville Leaf-Chronicle	19,175
Cleveland Banner	14,172
Columbia Herald	12,020
Cookeville Herald-Citizen	11,394
Dickson Herald	4,890
Elizabethton Star	10,081
Gallatin News-Examiner	4,354
Greeneville Sun	13,894
Hendersonville Star News	20,500
Jackson Sun	31,713
Kingsport Times-News	37,040
Lebanon Democrat	7,394
Maryville/Alcoa Times	17,868
Murfreesboro News Journal	16,206
Nashville Tennessean	204,328
Nashville Tennessean -- Sunday Select	17,488
Newport Plain Talk	6,908
Oak Ridge Oak Ridger	6,466
Sevierville Mountain Press	7,729

Texas	979,878
Allen American	22,440
Amarillo Globe-News	44,459
Baytown Sun	8,535
Bryan/College Station Eagle	21,891
Cleburne Times-Review	4,075

Texas (continued)	
Clute Brazosport Facts	15,162
Colony Courier Leader	7,345
Conroe Courier	9,590
Denton Record Chronicle	11,982
El Paso Times	70,449
Flower Mound Leader	20,500
Frisco Enterprise	19,510
Galveston County News	21,402
Houston East Texas Community Newspapers	19,728
Houston Community Newspapers	308,089
Irving Rambler	3,529
Killeen Herald	20,547
Laredo/Zapata Morning Times	15,932
Lewisville Leader	10,085
Little Elm Journal	6,350
Longview News-Journal	26,613
Lubbock Avalanche-Journal	43,200
Lufkin Daily News	11,184
Marshall News Messenger	5,950
McAllen Monitor	42,808
McKinney Courier-Gazette	25,855
Mesquite News	23,810
Nacogdoches Daily Sentinel	7,514
New Braunfels Herald-Zeitung	8,569
Orange Leader	4,251
Plano Star Courier	65,618
Port Arthur News	11,129
Rowlett Lakeshore Times	4,325
San Marcos Daily Record	5,750
Seguin Gazette-Enterprise	5,972
Sherman/Denison Herald Democrat	20,656
Van Alstyne Leader	952
Weatherford The Democrat	4,122

Utah	79,273
Ogden Standard-Examiner	57,631
St. George Spectrum	21,642

Vermont	55,125
Bennington Banner	6,183
Brattleboro Reformer	8,460
Burlington Free Press	40,482

Virginia	382,677
Bristol Herald-Courier	30,178
Charlottesville Progress	25,241
Culpeper Star-Exponent	6,191
Danville Register & Bee	17,822
Fredericksburg Free Lance-Star	46,135
Harrisonburg News Record	27,381
Lynchburg News & Advance	33,876
Petersburg Progress-Index	12,206
Richmond Times Dispatch -- Sunday Direct	112,500
Staunton News Leader	16,803
Strasburg Northern Virginia Daily	13,318
Waynesboro News Virginian	6,010
Winchester Star	22,142
Woodbridge-Manassas Potomac News & Journal Messenger	12,874

Washington	464,202
Aberdeen Daily World	10,938
Aberdeen South Beach Bukletin	4,450
Bellevue Reporter	39,281
Centralia/Chehalis Chronicle	12,800
Everett Auburn Reporter	24,145
Everett Bainbridge Island Review	3,936
Everett Bremerton Patriot	12,112
Everett Central Kitsap Reporter	17,962
Everett Covington/Maple Valley Reporter	24,111

Washington (continued)	
Everett Federal Way Mirror	30,208
Everett Herald	49,086
Everett North Kitsap Herald	12,586
Everett Port Orchard Independent	18,925
Everett South Whidbey Record	3,850
Everett Whidbey News Times	5,875
Issaquah/Sammamish Reporter	29,377
Kent Reporter	25,458
Kirkland Reporter	26,035
Montesano Vidette	3,189
Moses Lake Columbia Basin Herald	8,073
Mount Vernon Skagit Valley Herald	15,606
Port Angeles Peninsula Daily News	15,758
Redmond Reporter	24,234
Renton Reporter	25,939
Wenatchee World	20,268

West Virginia	110,350
Charleston Gazette-Mail	49,740
Elkins Inter-Mountain	9,050
Gallipolis/Point Pleasant Register	3,653
Huntington Herald-Dispatch	28,830
Logan Banner	6,853
Weirton Daily Times	4,844
Williamson Daily News	7,380

Wisconsin	707,551
Appleton Post-Crescent	56,117
Beloit My Stateline Shopper	19,200
Beloit News	12,289
Fond Du Lac Reporter	13,782
Green Bay Press-Gazette	73,024
Janesville Gazette	22,618
Manitowoc/Two Rivers Herald Times Reporter	12,546
Marinette Eagle Herald	8,464
Milwaukee Journal Sentinel	340,446
Milwaukee Journal Sentinel -- Sunday Select	10,000
Oshkosh Northwestern	19,885
Rhinelander Star Journal	16,080
Sheboygan Press	18,955
Superior Telegram	6,065
Watertown Times	7,750
Wausau Marshfield New-Herald-- Sunday Select	5,142
Wausau Stevens Point Journal-- Sunday Select	7,720
Wausau Daily Herlad -- Sunday Select	10,367
Wausau Wisconsin Rapids Daily Triubune -- Sunday Select	5,060
Wausau-Stevens Point Central WI Sunday	19,123
Wausau-Stevens Point Herald-Central WI Sunday	22,918

Wyoming	20,038
Cheyenne Wyoming Tribune-Eagle	15,061
Laramie Boomerang	4,977

Contact your local USA WEEKEND representative:

New York: 212-715-2100
Chicago: 312-321-7762
Detroit: 248-680-1220
Los Angeles: 310-444-2140
Virginia: 703-854-6445

Source: USA WEEKEND Magazine's Total Circulation reflects 1/1/12 carrier newspaper market list. Carrier newspaper circulation figures based on ABC, CAC, VAC or publisher-certrified circulation for the most recent 6-month audit period.

EXHIBIT B

24-7 Network Sample Sites

SiteUrl	Channel
Autoaubaine.com	Automotive
autokmh.com	Automotive
automotto.com	Automotive
automotto.org	Automotive
Autosmag.ca	Automotive
carsoundsystemsideas.com	Automotive
CVAutos.com	Automotive
leblogauto.ca	Automotive
Motomag.ca	Automotive
natm.com	Automotive
Vrmagazine.ca	Automotive
1SeriesOnline.com	Automotive
240Forum.com	Automotive
300cForums.com	Automotive
350z-tech.com	Automotive
3si.org	Automotive
460Ford.com	Automotive
4RunnerForum.com	Automotive
4WDAndSportUtility.com	Automotive
4WheelOffRoad.com	Automotive
502streetscene.net	Automotive
6mt.net	Automotive
6speedOnline.com	Automotive
7thGenHonda.com	Automotive
8-Lug.com	Automotive
8thCivic.com	Automotive
a5oc.com	Automotive
AceLinks.net	Automotive
acuraforums.com	Automotive
acuralegend.com	Automotive
AcuraWorld.com	Automotive
acurazine.com	Automotive
ATVConnection.com	Automotive
audia1forum.com	Automotive
AudiForum.ca	Automotive
audiforums.com	Automotive
Audi-Forums.com	Automotive
audiworld.com	Automotive
AutoBuyGuide.com	Automotive
AutoCreditExpress.com	Automotive
autoexpert.ca	Automotive
AutoFederation.com	Automotive
autoguide.com	Automotive
AutoLoansinDetroit.com	Automotive
AutoLoansinMichigan.com	Automotive
AutomobileMag.com	Automotive
Automotive.com	Automotive
AutomotiveAddicts.com	Automotive

automotiveprimers.com	Automotive
automotoportal.com	Automotive
AutoNetFinancial.com	Automotive
autoshopper.com	Automotive
Autospies.com	Automotive
autotraderclassics.com	Automotive
B15Sentra.net	Automotive
BadCreditCarDealers.com	Automotive
BenzForum.com	Automotive
BenzWorld.org	Automotive
bikerspost.com	Automotive
bimmerfile.com	Automotive
BimmerWerkz.com	Automotive
BlazerForum.com	Automotive
blog.autoshopper.com	Automotive
bmwblog.com	Automotive
BonnevilleForum.com	Automotive
BoxsterForums.com	Automotive
bringatrailer.com	Automotive
Buickforum.com	Automotive
BuyandPayHere.com	Automotive
Cadillacforum.com	Automotive
CaliberForums.com	Automotive
CamaroForums.com	Automotive
CamaroPerformers.com	Automotive
Camaros.net	Automotive
CanadianCarAudio.com	Automotive
CarAndDriver.com	Automotive
caraudiomag.com	Automotive
carbodydesign.com	Automotive
CarCraft.com	Automotive
CarGurus.com	Automotive
carreviewsandnews.com	Automotive
CarSoup.com	Automotive
CBRForum.com	Automotive
ChallengerTalk.com	Automotive
ChargerForums.com	Automotive
CherokeeSRT8.com	Automotive
Chevelles.com	Automotive
Chevroletforum.com	Automotive
chevyhiperformance.com	Automotive
ChevyMalibuForum.com	Automotive
ChevyTeam.com	Automotive
chryslerforum.com	Automotive
cincystreetscene.com	Automotive
circletrack.com	Automotive
CivicForums.com	Automotive
classiccars.com	Automotive
classicdriver.com	Automotive

ClassicOldsmobile.com	Automotive
classictrucks.com	Automotive
Clubarmada.com	Automotive
ClubFrontier.org	Automotive
ClubLexus.com	Automotive
ClubTitan.org	Automotive
ClubXterra.org	Automotive
CobaltSS.com	Automotive
ColoradoFans.com	Automotive
ConsumerGuideAuto.HowStuffWorks.com	Automotive
Corral.net	Automotive
Corvette-Forum.com	Automotive
CorvetteForums.com	Automotive
Crash.net	Automotive
crosstourownersclub.com	Automotive
CruzeChat.com	Automotive
CRVownersClub.com	Automotive
CT200Hforum.com	Automotive
CumminsForum.com	Automotive
customclassictrucks.com	Automotive
CustomTacos.com	Automotive
dealsonwheels.com	Automotive
DieselPlace.com	Automotive
dieselpowermag.com	Automotive
DigitalCorvettes.com	Automotive
dodgechallenger.com	Automotive
dodgeforum.com	Automotive
DodgeIntrepid.net	Automotive
Dodge-Nitro.com	Automotive
DriveAccord.net	Automotive
DrivenMag.com	Automotive
DriversLane.com	Automotive
Driveway.ca	Automotive
D-series.org	Automotive
DSMTalk.com	Automotive
DuramaxForum.com	Automotive
ElCaminoCentral.com	Automotive
ElementOwnersClub.com	Automotive
EuropeanCarWeb.com	Automotive
EuroTuner.com	Automotive
EvolutionM.net	Automotive
evotuners.net	Automotive
F150Online.com	Automotive
FCXclub.com	Automotive
Ferrari-Talk.com	Automotive
Fiat500owners.com	Automotive
FindCarsUnder1000.com	Automotive
FitFreak.net	Automotive
FitOwnersClub.com	Automotive

FJCruiserForums.com	Automotive
FordForums.com	Automotive
FordGT500.com	Automotive
Ford-Trucks.com	Automotive
ForteForums.com	Automotive
fourtitude.com	Automotive
FourWheeler.com	Automotive
FT86talk.com	Automotive
FullsizeBronco.com	Automotive
G35Driver.com	Automotive
g6ownersclub.com	Automotive
G8Board.com	Automotive
G8Forum.com	Automotive
gaspedaladdicts.com	Automotive
GenCoupe.com	Automotive
GenesisForums.com	Automotive
GermanAutoForums.com	Automotive
getauto.com	Automotive
Gmforum.com	Automotive
gmhightechperformance.com	Automotive
Gminsidenews.com	Automotive
greencar.com	Automotive
GreenHybrid.com	Automotive
Gtcars.ca	Automotive
GTOForum.com	Automotive
GTRforums.com	Automotive
H2Fanatic.com	Automotive
HDForums.com	Automotive
hemmings.com	Automotive
highperformancepontiac.com	Automotive
HondaAccordForum.com	Automotive
Honda-Acura.net	Automotive
HondaCivicForum.com	Automotive
HondaForum.com	Automotive
HondaMarketPlace.com	Automotive
HondaPoint.com	Automotive
Honda-Tech.com	Automotive
HondaTuningMagazine.com	Automotive
hotrod.com	Automotive
HummerForums.com	Automotive
HybridCars.com	Automotive
Hyundaiforum.com	Automotive
HyundaiPerformance.com	Automotive
i-club.com	Automotive
Impalas.net	Automotive
importtuner.com	Automotive
InsightCentral.net	Automotive
IntelliChoice.com	Automotive
InternetAutoGuide.com	Automotive

IQ-Forums.com	Automotive
IsuzuForums.com	Automotive
JaguarForums.com	Automotive
japanesesportcars.com	Automotive
JDPower.com	Automotive
JeepCommander.com	Automotive
JeepsCanada.com	Automotive
JPMagazine.com	Automotive
JukeForums.com	Automotive
KawasakiForums.com	Automotive
KiaSoulForums.com	Automotive
kilometermagazine.com	Automotive
kitcarmag.com	Automotive
kitcars.com	Automotive
Lamborghini-Talk.com	Automotive
LandRoverForums.com	Automotive
LandRoversOnly.com	Automotive
leftlanenews.com	Automotive
LexusForum.com	Automotive
lotpro.com	Automotive
LotusTalk.com	Automotive
lowriderarte.com	Automotive
lowriderbike.com	Automotive
lowridermagazine.com	Automotive
LS1GTO.com	Automotive
LS1LT1.com	Automotive
LS1Tech.com	Automotive
mautofied.com	Automotive
Maxima.org	Automotive
Mazda3Club.com	Automotive
Mazda6Club.com	Automotive
MazdaForum.com	Automotive
MazdaWorld.org	Automotive
MBWorld.org	Automotive
MDXers.org	Automotive
MercedesForum.com	Automotive
MercedesMcLaren.com	Automotive
MercuryForum.com	Automotive
Mini2.com	Automotive
MiniCooperForums.com	Automotive
MiniTruckinWeb.com	Automotive
mitsubishiforum.com/forum/	Automotive
ModdedMustangs.com	Automotive
modernhemi.com	Automotive
Modified.com	Automotive
modifiedcars.com	Automotive
modifiedle.com	Automotive
ModMotorTech.com	Automotive
MonteCarloForum.com	Automotive

moparforums.com	Automotive
moparmusclemagazine.com	Automotive
motor.com	Automotive
motorcrave.com	Automotive
motoringfile.com	Automotive
MotorTrend.com	Automotive
motortrendenespanol.com	Automotive
motosport.com	Automotive
MuscleMustangFastFords.com	Automotive
Mustang50Magazine.com	Automotive
mustangandfords.com	Automotive
MustangBoards.com	Automotive
MustangForums.com	Automotive
mustangmonthly.com	Automotive
mwerks.com	Automotive
MX6.com	Automotive
My.is	Automotive
My350z.com	Automotive
MyG37.com	Automotive
NewAgeGTO.com	Automotive
NewCar.com	Automotive
NewScionXB.com	Automotive
NissanClub.com	Automotive
NissanForum.com	Automotive
NissanMaximas.com	Automotive
NIssanMurano.org	Automotive
NorthAmericanMotoring.com	Automotive
Novas.net	Automotive
OdysseyOwnersClub.com	Automotive
off-road.com	Automotive
off-roadweb.com	Automotive
OldsmobileForum.com	Automotive
OptimaForums.com	Automotive
PassionFord.com	Automotive
Performancetrucks.net	Automotive
Piloteers.org	Automotive
PontiacTalk.com	Automotive
PopularHotRodding.com	Automotive
Powerstroke.org	Automotive
PreludeOnline.com	Automotive
R8Talk.com	Automotive
ranger-Forums.com	Automotive
rcuniverse.com	Automotive
RedlineForums.com	Automotive
redliners.ca	Automotive
RegalForums.com	Automotive
RennList.com	Automotive
RidgelineOwnersClub.com	Automotive
RoadAndTrack.com	Automotive

rodandcustommagazine.com	Automotive
rsportscars.com	Automotive
RVMagOnline.com	Automotive
RX7Club.com	Automotive
RX8Club.com	Automotive
S10forum.com	Automotive
S2000.com	Automotive
Saabforums.com	Automotive
SaabScene.com	Automotive
Saturnforum.com	Automotive
S-chassis.com	Automotive
ScionForum.com	Automotive
Scionlife.com	Automotive
scoobynet.com	Automotive
seriouswheels.com	Automotive
skyroadster.com	Automotive
smartcarofamerica.com	Automotive
sportcompactcarweb.com	Automotive
sportscardigest.com	Automotive
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SubaruForester.org	Automotive
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Suzuki-Forums.com	Automotive
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tennspeed.net	Automotive
thatsracin.com	Automotive
TheDieselStop.com	Automotive
thedriversnetwork.com	Automotive
TheTruthaboutCars.com	Automotive
TitanTalk.com	Automotive
topgear.com	Automotive
TorontoCivics.com	Automotive
TorontoIntegras.ca	Automotive
ToyotaCelicas.com	Automotive
ToyotaNation.com	Automotive
Toyota-Yaris.com	Automotive
TrailVoy.com	Automotive

TruckForums.com	Automotive
truckinweb.com	Automotive
truckshopper.com	Automotive
TruckTrend.com	Automotive
TrueCar.com	Automotive
TSXclub.com	Automotive
TundraSolutions.com	Automotive
TundraTalk.net	Automotive
TunerFriends.com	Automotive
Turbododge.com	Automotive
TurboMagazine.com	Automotive
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velocetoday.com	Automotive
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vetteweb.com	Automotive
Vintage-mustang.com	Automotive
ViperAlley.com	Automotive
VoltForums.com	Automotive
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Vseries.net	Automotive
vweosclub.com	Automotive
VWForum.com	Automotive
VWTrendsWeb.com	Automotive
vwvortex.com	Automotive
Wikicars.org	Automotive
WRXTuners.com	Automotive
XLRForum.com	Automotive
YotaTech.com	Automotive
YourScionTC.com	Automotive
Z06Vette.com	Automotive
Zdriver.com	Automotive
ZDXforum.com	Automotive
boats.com	Automotive
boatshopper.com	Automotive
marine.com	Automotive
sailinganarchy.com	Automotive
sailingscuttlebutt.com	Automotive
sailmag.com	Automotive
sailnet.com	Automotive
speedwake.com	Automotive
YachtingMag.com	Automotive
yachtworld.com	Automotive
edmunds.com	Automotive
lemonfree.com	Automotive
sailboattraderonline.com	Automotive
searchnycars.com	Automotive
SmartCarFinder.com	Automotive
usedcars.com	Automotive
50mustangandsuperfords.com	Automotive

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maseratilife.com	Automotive
megayachtnews.org	Automotive
wealthywheels.com	Automotive
atvrideronline.com	Automotive
baggersmag.com	Automotive
BikerForums.org	Automotive
cycleworld.com	Automotive
dirtrider.com	Automotive
hotbikeweb.com	Automotive
motocross.com	Automotive
motorcyclecruiser.com	Automotive
motorcyclistonline.com	Automotive
powersports.honda.com	Automotive
sportrider.com	Automotive
streetchopperweb.com	Automotive
superstreetbike.com	Automotive
thumpertalk.com	Automotive
atlanta.citybizlist.com	CareerRecruiting
atlantajobs.com	CareerRecruiting
baltimore.citybizlist.com	CareerRecruiting
boston.citybizlist.com	CareerRecruiting
bostonjobs.com	CareerRecruiting
careerbuilder.com	CareerRecruiting
charlotteraleigh.citybizlist.com	CareerRecruiting
chicagojobs.com	CareerRecruiting
ctjobs.com	CareerRecruiting
dallas.citybizlist.com	CareerRecruiting
dc.citybizlist.com	CareerRecruiting
driverjobs.com	CareerRecruiting
fayettevillejobs.com	CareerRecruiting
houston.citybizlist.com	CareerRecruiting
jacksonvillejobs.com	CareerRecruiting
Jobbi.com	CareerRecruiting
jobfetch.com	CareerRecruiting
jobster.com	CareerRecruiting
longislandjobs.com	CareerRecruiting
monster.com	CareerRecruiting
newjerseycareers.com	CareerRecruiting
newyork.citybizlist.com	CareerRecruiting
ontargetjobs.com	CareerRecruiting
philly.citybizlist.com	CareerRecruiting

pittsburgh.citybizlist.com	CareerRecruiting
quintcareers.com	CareerRecruiting
snagajob.com	CareerRecruiting
southflorida.citybizlist.com	CareerRecruiting
vegasjobs.com	CareerRecruiting
americasjobexchange.com	CareerRecruiting
Entrepreneur.com	CareerRecruiting
tampacareers.com	CareerRecruiting
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askthebrain.com	Education
britannica.com	Education
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Infobourg.com	Education
collegecram.com	Education
DegreeVillage.com	Education
Dictionary.com	Education
Education-Reference.com	Education
Thesaurus.com	Education
reptilearchive.com	Education
whaleindex.com	Education
arthistorycommunity.com	Education
50states.com	Education
babylon.com/define/	Education
barnesandnoble.com	Education
bookwolf.com	Education
britannica.com	Education
cafegenius.com	Education
citationmachine.net	Education
college-cram.com	Education
counselingeducation.com	Education
dictionary-babylon.com	Education
ecampus.com	Education
helium.com	Education
history.com	Education
internet4classrooms.com	Education
italki.com	Education
jiffynotes.com	Education
lawschoolschooldiscussion.org	Education
maps.com	Education
mapsofworld.com	Education
Merriam-Webster.com	Education
ratemyteachers.com	Education
rorotoko.com	Education
schooldigger.com	Education
shmoop.com	Education
sparknotes.com	Education
squidoo.com	Education
studyworld.com	Education

suite101.com	Education
teleread.com	Education
thefreedictionary.com	Education
thesaurus.babylon.com	Education
translation.babylon.com	Education
visual.merriam-webster.com	Education
wordreference.com	Education
worldatlas.com	Education
Xplana.com	Education
xtimeline.com	Education
youniversitytv.com	Education
freecourtdockets.com	Education
lawyers.com	Education
martindale.com	Education
volokh.com	Education
languageisavirus.com	Education
literaturedepot.com	Education
answers.com	Education
bibme.org	Education
brainyquote.com	Education
easybib.com	Education
howcast.com	Education
ikonet.com	Education
merriam-webster.com	Education
refdesk.com	Education
RovingScholar.com	Education
spanishdict.com	Education
thefullwiki.com	Education
wikia.com	Education
wolframalpha.com	Education
yourdictionary.com	Education
anthropologycommunity.com	Education
astrology.com	Education
astronomyindex.com	Education
biochemistrynetwork.com	Education
biologycommunity.com	Education
chemistryarchive.com	Education
dinosaurnetwork.com	Education
ineedce.com	Education
popsci.com	Education
scienceillustrated.com	Education
985fm.ca	Entertainment
985sports.ca	Entertainment
adventoutpost.com	Entertainment
Astro.qc.ca	Entertainment
breakingdawnmovie.org	Entertainment
britishexpats.com	Entertainment
Chezmaya.com	Entertainment
cime.fm	Entertainment

Cinemaclock.com	Entertainment
ckoi.com	Entertainment
Cliqueduplateau.com	Entertainment
ConcoursConcours.com	Entertainment
ConcoursWeb.com	Entertainment
craveonline.com	Entertainment
dailyviral.com	Entertainment
decodedstuff.com	Entertainment
Dromadaire.com	Entertainment
entertonement.com	Entertainment
everyjoe.com	Entertainment
filmannex.com	Entertainment
GagnezGros.ca	Entertainment
GillesParent.com	Entertainment
Humourhumour.com	Entertainment
Incroyable.org	Entertainment
Leblogue.ca	Entertainment
loftstory.abotch.com	Entertainment
ma.planete.qc.ca	Entertainment
marriland.com	Entertainment
metromix.com	Entertainment
moillusions.com	Entertainment
monkeysee.com	Entertainment
montrealnow.com	Entertainment
motionfeeds.com	Entertainment
mymodernmet.com	Entertainment
mynippon.com	Entertainment
mypodstudios.com	Entertainment
n4g.com	Entertainment
necolebitchie.com	Entertainment
Norja.net	Entertainment
ntdtv.com	Entertainment
okmagazine.com	Entertainment
ology.com	Entertainment
omg-facts.com	Entertainment
over-blog.com	Entertainment
People.com	Entertainment
phpmotion.in	Entertainment
pinkvilla.com	Entertainment
plunderguide.com	Entertainment
Psychonet.fr	Entertainment
rapdose.com	Entertainment
richworldproblems.com	Entertainment
Safarir.com	Entertainment
sharenator.com	Entertainment
slashfilm.com	Entertainment
slightlywarped.com	Entertainment
smackjeeves.com	Entertainment
soapcentral.com	Entertainment

splitsider.com	Entertainment
starcasm.net	Entertainment
starpulse.com	Entertainment
superiorpics.com	Entertainment
tasteofawesom.com	Entertainment
teenspot.com	Entertainment
thatvideosite.com	Entertainment
theberry.com	Entertainment
thecontaminated.com	Entertainment
thehdroom.com	Entertainment
theinsider.com	Entertainment
the-leaky-cauldron.org	Entertainment
tomandlorenzo.com	Entertainment
ToutACoup.ca	Entertainment
tvfanatic.com	Entertainment
Undergroundmusix.com	Entertainment
Unmondefou.com	Entertainment
unrealitymag.com	Entertainment
VideoBB.com	Entertainment
videoinmybackyard.com	Entertainment
weeworld.com	Entertainment
x17online.com	Entertainment
ArtInfo.com	Entertainment
artltdmag.com	Entertainment
artruby.com	Entertainment
artscenecal.com	Entertainment
artwelove.com	Entertainment
BET.com	Entertainment
contemporaryartdaily.com	Entertainment
deviantart.com	Entertainment
examiner.com	Entertainment
execdigital.com	Entertainment
flavorpill.com	Entertainment
flavorwire.com	Entertainment
lucywho.com	Entertainment
MutualArt.com	Entertainment
philadelphiaweekly.com	Entertainment
popgalaxy.com	Entertainment
TheCelebrityCafe.com	Entertainment
thelifeofluxury.com	Entertainment
theluxuryhub.com	Entertainment
trendhunter.com	Entertainment
twistedsifter.com	Entertainment
Universalnightlife.com	Entertainment
visualartsource.com	Entertainment
craftster.org	Entertainment
elitechoice.org	Entertainment
entertainmentwallpaper.com	Entertainment
livepuntamita.com	Entertainment

smosh.com	Entertainment
About.com	Entertainment
americansuperstarmag.com	Entertainment
answerbag.com	Entertainment
AWarehouseMagazine.com	Entertainment
awesomenator.com	Entertainment
bartendercentral.com	Entertainment
buzzlol.com	Entertainment
buzzsugar.com	Entertainment
chacha.com	Entertainment
CityTV.com	Entertainment
coldarmy.com	Entertainment
comics.com	Entertainment
coolquiz.com	Entertainment
cracked.com	Entertainment
dailypuppy.com	Entertainment
dilbert.com	Entertainment
Dine.to	Entertainment
drewreports.com	Entertainment
EntertainmentWise.com	Entertainment
environmentalgraffiti.com	Entertainment
essortment.com	Entertainment
EventFul.com	Entertainment
examiner.com	Entertainment
GameSpy.com	Entertainment
GameStats.com	Entertainment
garfield.com	Entertainment
Gigwise.com	Entertainment
goodmusicdaily.com	Entertainment
GospelCity.com	Entertainment
hollywoodunwrapped.com	Entertainment
honolulupulse.com	Entertainment
iminent.com	Entertainment
interfacelift.com	Entertainment
leasticoulddo.com	Entertainment
mania.com	Entertainment
metrolyrics.com	Entertainment
mgid.com	Entertainment
mocospace.com	Entertainment
motherboard.tv	Entertainment
myfreewallpapers.com	Entertainment
myfuncards.com	Entertainment
mylifetime.com	Entertainment
myxer.com	Entertainment
nadatodo.com	Entertainment
nationalenquirer.com	Entertainment
neatorama.com	Entertainment
nowpublic.com	Entertainment
omgpop.com	Entertainment

outside.in	Entertainment
overheardintheoffice.com	Entertainment
photo.net	Entertainment
Pixdaus.com	Entertainment
popsugar.com	Entertainment
popularscreensavers.com	Entertainment
portablenorthpole.tv	Entertainment
preprod.dailymotion.com	Entertainment
Read-Out-Loud.com	Entertainment
readoz.com	Entertainment
Screencrave.com	Entertainment
smbc-comics.com	Entertainment
soultrain.com	Entertainment
soyouwanna.com	Entertainment
Taletela.com	Entertainment
tarot.com	Entertainment
tattoojohnny.com	Entertainment
TheCoast.Ca	Entertainment
thedreamlandchronicles.com	Entertainment
theduckwebcomics.com	Entertainment
thefuntimesguide.com	Entertainment
thehollywoodreporter.com	Entertainment
themarysue.com	Entertainment
uniquescreenmedia.com	Entertainment
viceland.com	Entertainment
weblocal.ca	Entertainment
wordpress.com	Entertainment
wowio.com	Entertainment
accesshollywood.com	Entertainment
batman-on-film.com	Entertainment
bouncemag.com	Entertainment
celebritycrunch.com	Entertainment
celebrityschoolpics.com	Entertainment
celebrityviplounge.com	Entertainment
Cherryontop.com	Entertainment
complex.com	Entertainment
deadlinehollywooddaily.com	Entertainment
digitalspy.com	Entertainment
eonline.com	Entertainment
ew.com	Entertainment
famegame.com	Entertainment
fancast.com	Entertainment
fridaynightlightsfan.com	Entertainment
generalhospitalhappenings.com	Entertainment
givememyremote.com	Entertainment
globemagazine.com	Entertainment
gossipcop.com	Entertainment
gossipgirl.net	Entertainment
highsnobiety.com	Entertainment

hollywire.com	Entertainment
hollywooddame.com	Entertainment
hollywoodlife.com	Entertainment
hollywoodreporter.com	Entertainment
mentalfloss.com	Entertainment
moejackson.com	Entertainment
parade.com	Entertainment
people.com	Entertainment
popcrunch.com	Entertainment
rick.com	Entertainment
younghollywood.com	Entertainment
asuitablewardrobe.dynend.com	Entertainment
beautyandstyle.com	Entertainment
beautynova.com	Entertainment
BlackBookMag.com	Entertainment
bloginity.com	Entertainment
BurdaStyle.com	Entertainment
chictopia.com	Entertainment
COLOURlovers.com	Entertainment
dearsugar.com	Entertainment
EcoSalon.com	Entertainment
emohairstyle.blogspot.com	Entertainment
exposay.com	Entertainment
FabricMag.com	Entertainment
fadeddesign.com	Entertainment
fadedtribune.com	Entertainment
fashioncopious.typepad.com	Entertainment
fashionetc.com	Entertainment
fashionfuss.com	Entertainment
fashionism.com	Entertainment
FashionWars.com	Entertainment
greatestlook.com	Entertainment
hairfinder.com	Entertainment
hairmotif.com	Entertainment
hauteliving.com	Entertainment
hintmag.com	Entertainment
i-amour.com	Entertainment
ilovebling.org	Entertainment
MadameNoire.com	Entertainment
mademansion.com	Entertainment
magxone.com	Entertainment
myfdb.com	Entertainment

EXHIBIT C

RMM Network Sample Sites

Beauty/Fashion/Style:	
www.1001-hairstyles.com	www.millionlooks.com
www.alloy.com	www.myitthings.com
www.allyou.com	www.myjellybean.com
www.beautifulhairstyles.com	www.naturallycurly.com
www.beauty.about.com	www.nitrolicious.com
www.beautynet.com	www.nowchic.com
www.beautyriot.com	www.outblush.com
www.bellaonline.com	www.peoplestylewatch.com
www.bettyconfidential.com	www.piczo.com
www.bust.com	www.realbeauty.com
www.coolspotters.com	www.redbookmag.com
www.cosmopolitan.com	www.salon52.ca
www.dailycandy.com	www.savvymiss.com
www.dailymakeover.com	www.seventeen.com
www.ehow.com/fashion	www.shape.com
www.elledecor.com	www.shoppinglifestyle.com
www.ellegirl.com	www.style.about.com
www.espin.com	www.teen.com
www.fadedyouthblog.com	www.the-fashion-bomb.com
www.fashion.about.com	www.thefashionspot.com
www.fashionindie.com	www.thehairstyler.com
www.fashionmodeldirectory.com	www.topbutton.com
www.girlawhirl.com	www.totalbeauty.com
www.hairboutique.com	www.totalhair.net
www.hairpedia.com	www.weardrobe.com
www.harpersbazaar.com	www.womansday.com
www.inmyownstyle.com	www.womensforum.com
www.kaboodle.com	
www.like.com	
www.marieclaire.com	

RMM is not the exclusive representative of any of these websites.

RMM Network Sample Sites

Business/Finance:	
www.allbusiness.com	www.minyanville.com
www.alternet.org	www.morningstar.com
www.bankaholic.com	www.nasdaq.com
www.bankrate.com	www.newsmax.com
www.beyondthedow.com	www.newsweek.com
www.businessdictionary.com	www.nydailynews.com
www.businessinsider.com	www.politico.com
www.businesspundit.com	www.rasmussenreports.com
www.careerbuilder.com	www.realclearmarkets.com
www.ceoexpress.com	www.realclearpolitics.com
www.chicagobreakingbusiness.com	www.reuters.com
www.drudgereport.com	www.salary.com
www.ehow.com/business	www.salon.com
www.entrepreneur.com	www.sharkinvesting.com
www.fool.com	www.slate.com
www.foxbusiness.com	www.statcounter.com
www.foxnews.com	www.stockhideout.com
www.hispanicbusiness.com	www.stockhouse.com
www.hoovers.com	www.thebigmoney.com
www.hotfrog.com	www.time.com
www.ibtimes.com	www.topix.com
www.inc.com	www.usatoday.com/money
www.interest.com	www.usnews.com
www.investopedia.com	www.wallstreetsurvivor.com
www.investorplace.com	www.washingtonpost.com
www.investors.com	www.washingtontimes.com
www.investorwords.com	www.worldnetdaily.com
www.kiplinger.com	www.xe.com
www.latimes.com	www.x-rates.com
www.lovetoknow.com/business.html	www.zacks.com
www.manta.com	

RMM is not the exclusive representative of any of these websites.

EXHIBIT 2

KINSELLA
MEDIA

Kinsella Media, LLC

Relevant Case Experience

Antitrust

Big Valley Milling, Inc. v. Archer Daniels Midland Co., No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

Carlson v. Abbott Laboratories, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

Comes v. Microsoft Corp., No. CL8231 (Iowa Dist. Ct. Polk County

Connecticut v. Mylan Laboratories, Inc., No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

Conroy v. 3M Corp., No. C-00-2810 CW (N.D. Cal.) (invisible tape).

Copper Antitrust Litigation, MDL 1303 (W.D. Wis.) (physical copper).

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

D.C. 37 Health & Security Plan v. Medi-Span, No. 07-cv-10988 (D.Mass.); *New England Carpenters Health Benefits Fund v. First DataBank*, *Inc.,* No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

Giral v. Hoffman-LaRoche Ltd., C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

In re Buspirone Antitrust Litigation, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

In re Cardizem Antitrust Litigation, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

In re Compact Disc Minimum Price Antitrust Litigation, MDL No. 1361 (D. Me.) (compact discs).

In re Insurance Brokerage Antitrust Litig., MDL No. 1663 Civil No. 04-5184 (FSH) (D.N.J.) (insurance).

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

In re Monosodium Glutamate Antitrust Litig., D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

In re Motorsports Merchandise Antitrust Litigation, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

In re Nasdaq Market-Makers Antitrust Litigation, MDL No. 1023 (S.D.N.Y.) (securities).

In re Pharmaceutical Industry Average Wholesale Price Litigation, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

In re Toys "R" Us Antitrust Litigation, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

Kelley Supply, Inc. v. Eastman Chemical Co., No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

Ohio vs. Bristol-Myers Squibb, Co., No. 1:02-cv-01080 (D.D.C.) (pharmaceutical).

Raz v. Archer Daniels Midland Co., Inc., No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

Consumer and Product Liability

Azizian v. Federated Department Stores, Inc., No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

Baird v. Thomson Consumer Elecs., No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

Bonilla v. Trebol Motors Corp., No. 92-1795 (D.P.R.) (automobiles).

Burch v. American Home Products Corp., No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

Cosby v. Masonite Corp., No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); *Quin v. Masonite Corp.,* No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).

Daniel v. AON Corp., No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

Fettke v. McDonald's Corp., No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).

Florida v. Nine West Group, Inc., No. 00 CIV 1707 (S.D.N.Y.) (shoes).

Foothill/De Anza Community College Dist. v. Northwest Pipe Co., No. 00-20749-JF(N.D. Cal.) (fire sprinklers).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

Garza v. Sporting Goods Properties, Inc., No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

Hoorman v. GlaxoSmithKline, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical*).*

In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litigation, MDL No. 1114 (N.D. Cal.) (oriented strand board).

In re Tri-State Crematory Litig, MDL 1467 (N.D. Ga.) (improper burial).

Lebrilla v. Farmers Group Inc., No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

Lovelis v. Titflex, No. 04-211 (Ak. Cir. Ct., Clark County) (gas transmission pipe).

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

Peterson v. BASF Corp., No. C2-97-295 (D. Minn.) (herbicide).

Posey v. Dryvit Sys., Inc. No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

Reiff v. Epson America, Inc. and Latham v. Epson Am., Inc., J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

Richison v. Weyerhaeuser Company Limited, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

Ruff v. Parex, Inc., No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).

Shah v. Re-Con Building Products, Inc., No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

Shields vs. Bridgestone/Firestone, Inc., Bridgestone Corp., No. E-167.637 (D. Tex.) (tires).

Smith v. Behr Process Corp., No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).

*Weiner v. Cal-Shake, Inc., J.*C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

Wholesale Elec. Antitrust Cases I & II, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

Woosley v. State of California, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).

Mass Tort

Ahearn v. Fibreboard Corp., No. 6:93cv526 (E.D. Tex); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex) (asbestos injury).

Backstrom v. The Methodist Hospital, No. H.-94-1877 (S.D. Tex.) (TMJ injury).

Engle v. RJ Reynolds Tobacco Co., No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

Georgine v. Amchem, Inc., No. 93-CV-0215 (E.D. Pa.) (asbestos injury).

Bankruptcies

In re Armstrong World Industries, Inc., No. 00-4471 (Bankr. D. Del.).

In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

In re Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

In re Kaiser Aluminum Corp., No. 02-10429 (JFK) (D. Del).

In re Owens Corning, No. 00-03837 (Bankr. D. Del.).

In re Raytech Corp., No. 5-89-00293 (Bankr. D. Conn.) (asbestos).

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).

In re U.S. Brass Corp., No.94-40823S (Bankr. E.D. Tex.) (polybutylene).

In re USG Corp., Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).

Insurance

McNeil v. American General Life and Accident Insurance Co., No. 8-99-1157 (M.D. Tenn.) (insurance).

Nealy v. Woodmen of the World Life Insurance Co., No. 3:93 CV-536 (S.D. Miss.) (insurance).

Holocaust Victims Reparations

In re Holocaust Victim Assets Litigation, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach

Pension Benefits

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.); Page v. Pension Benefit Guarantee Corp., No. 89-2997 (D.D.C.).

Forbush v. J. C. Penney Co., Inc., Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).

International

Ahearn v. Fiberboard Corporation, No. 6:93cv526 (E.D. Tex) and *Continental Casualty Co. v. Rudd,* No. 6:94cv458 (E.D. Tex.) (asbestos injury) (1993).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

In re Holocaust Victims Assets Litigation, No. CV 96-4849 (ERK) (MDG) (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

In re Owens Corning, Chapter 11, No. 00-03837 (MFW) (Bankr. D. Del.) (2006).

In re The Celotex Corporation, Chapter 11, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (1996).

In re USG Corporation, Chapter 11, Nos. 01-2094 (RJN) through 01-2104(RJN) (Bankr. D. Del.) (2006).

In re Western Union Money Transfer Litigation, No. 01 0335 (CPS) (VVP) (E.D.N.Y.) (wire transactions) (2004).

In re W.R. Grace & Co., Chapter 11, No. 01-01139 (Bankr. D. Del.) (bankruptcy) (2001).

International Committee on Holocaust Era Insurance Claims (1999).

Product Recall

Central Sprinkler Voluntary Omega Sprinkler Replacement Program

Hart v. Central Sprinkler Corp., No. BC17627 (Cal. Super. Ct. Los Angeles County) & *County of Santa Clara v. Central Sprinkler Corp., No.* CV 17710119 (Cal. Super. Ct. Santa Clara County)

Telecom

Bidner, et al. v. LCI International Telecom Corp d/b/a Qwest Communications.

Community Health Association v. Lucent Technologies, Inc., No. 99-C-237, (W.Va. Cir. Ct., Kanawha County).

Cundiff et al. v. Verizon California, Inc., No. 237806 (Cal. Super Ct., Los Angeles County).

Kushner v. AT&T Corporation, No. GIC 795315 (Cal. Super. Ct., San Diego County).

Rish Enterprise v. Verizon New Jersey, No. MID-L-8946-02 (N.J. Super. Ct.).

Sonnier, et. al. v. Radiofone, Inc., No. 44-844, (L.A. Jud. Dist. Ct., Plaqueimes Parish County).

State of Louisiana v. Sprint Communications Company L.P., No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and *State of Louisiana v. WilTel, Inc.,* No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge).

EXHIBIT 3

KINSELLA
MEDIA

Kinsella Media, LLC

Judicial Comments

In re Compact Disc Minimum Advertised Price Antitrust Litigation, MDL No. 1361 (D. Me.).

In approving the notice plan for implementation in the Compact Disc Minimum Advertised Price Antitrust Litigation, Judge D. Brock Hornby stated, "(the plan) provided the best practicable notice under the circumstances and complied with the requirements of both 15 U.S.C. 15c(b) (1) . . . the notice distribution was excellently designed, reasonably calculated to reach potential class members, and ultimately highly successful in doing so." - Hon. D. Brock Hornby (2002/2003)

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.).

In approving the notice plan in this litigation that involved a proposed settlement of more than $200 million for U.S. and U.K. class members, U.S. District Judge Charles Breyer repeatedly praised KNC: "I think the notice is remarkable in this case. . . . This is brilliant. This is the best notice I've seen since I've been on the bench. . . . Turning back to the settlement, again I want to applaud the parties for the notice. I mean it's amazing. You know, it really is good. And I don't know where this person practices, I don't even know that she's a lawyer. But she really did a good job on this announcement, this notice. So thank you very much. . . . And I once again want to express my sincere appreciation of the notice. I mean, I was just extraordinarily impressed. Extraordinarily impressed." – Hon. Charles Breyer (2008)

Cox v. Shell Oil Co., No. 95-CV-2 (Tenn. Ch. Ct. Obion County)

In the order approving the settlement of the polybutylene pipe class action, Judge Maloan stated, "The Court finds the notice program is excellent. As specified in the findings below, the evidence supports the conclusion that the notice program is one of the most comprehensive class notice campaigns ever undertaken." (1995)

Galanti v. The Goodyear Tire & Rubber Co., No. 03-209 (D.N.J.)

"The published notice, direct notice and Internet posting constituted the best practicable notice of the Fairness Hearing, the proposed Amended Agreement, Class Counsels' application for fees, expenses and costs, and other matters set forth in the Class Notice and the Summary Notice. The notice constituted valid, due and sufficient notice to all members of the Settlement Classes, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of New Jersey and any other applicable law." – Hon. Stanley R. Chesler (2004)

Azizian v. Federated Department Stores, Inc., No. 3:03 CV-03359 (N.D. Cal.).

"The notice was reasonable and the best notice practicable under the circumstances; was due, adequate and sufficient notice to all class members; and complied fully with the laws of the United States and of the Federal Rules for Civil Procedure, due process and any other applicable rules of court." - Hon. Sandra Brown Armstrong (2004)

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.).

"The notice provided was the best notice practicable under the circumstances. Indeed, the record shows that the notice given was consistent with the highest standards of compliance with Rule 23(e)." (1996)

Cox v. Microsoft Corporation, No. 105193/00 (N.Y. Sup. Ct. N.Y. County).

"The court finds that the combination of individual mailing, e-mail, website and publication notice in this action is the most effective and best notice practicable under all the circumstances, constitutes due, adequate and reasonable notice to all Class members and otherwise satisfies the requirements of CPLR 904, 908 and other applicable rules. The Settlement meets the due process requirement for class actions by providing Class members an opportunity either to be heard and participate in the litigation or to remove themselves from the Class." - Hon. Karla Moskowitz (2006)

Foothill/De Anza Community College District v. Northwest Pipe Co., No. CV-00-20749 (N.D. Cal.)

"The Court finds that the settling parties undertook a thorough and extensive notice campaign designed by Kinsella/Novak Communications, Ltd., a nationally-recognized expert in this specialized field. The Court finds and concludes that the Notice Program as designed and implemented provides the best practicable notice to the Class, and satisfied requirements of due process." - Hon. Jeremy Fogel (2004)

Georgine v. Amchem, 158 F.R.D. 314, 326 (E.D. Pa.).

Judge Reed explained that the notice program developed by Kinsella "goes beyond that provided in [previous cases]" and "the efforts here are more than adequate to meet the requirements of Rule 23(c)(2)." (1993)

Higgins v. Archer-Daniels Midland Co., Second Judicial District Court, County of Bernalillo C-202-CV-200306168 (N.M. 2d Jud. Dist. Bernalillo County)

"The Court finds that the form and method of notice given to the Settlement Class, including both mailed notice to persons and firms for whom such notice was practical and extensive notice by publication through multiple national and specialized publications, complied with the requirements of

Rule 1-023 NMRA 2006, satisfied the requirements of due process, was the best notice practicable under the circumstances, and constituted due and sufficient notice of the Settlement Agreements and their Final Approval Hearing, and other matters referred to in the Notice. The notice given to the Settlement Class was reasonably calculated under the circumstances to inform them of the pendency of the actions involved in this case, of all material elements of the proposed Settlements, and of their opportunity to exclude themselves from, object to, or comment on the Settlements and to appear at the Final Approval Hearing." -Hon. William F. Lang (2006)

In re The Celotex Corporation, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.).

"...all counsel should be complimented on the fact that they have gone to every possible conceivable method of giving notice from putting it on TV and advertising it in papers..... the record should also reflect the Court's appreciation to Ms. Kinsella for all the work she's done, not only in pure noticing, but ensuring that what noticing we did was done correctly and professionally." - Hon. Thomas E. Baynes, Jr.

Ahearn v. Fibreboard Corp., No. 6:93 cv526 (E.D. Tex.); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.).

In approving the notice plan for implementation in the Ahearn and Rudd class actions in 1994, Judge Parker stated, "I have reviewed the plan of dissemination, and I have compared them to my knowledge at least of similar cases, the notices that Judge Weinstein has worked with [Agent Orange] and Judge Pointer [Silicon Gel Breast Implants], and it appears to be clearly superior." - Chief Judge Robert M. Parker (1994)

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

"This notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process. It provided to the MDL Class the best notice practicable under the circumstances." - Hon. Philip M. Pro (2007)

Johns-Manville Corp. 68 B.R. 618, 626 (Bankr. S.D.N.Y. 1986), aff'd, 78 B.R. 407 (S.D.N.Y. 1987), aff'd sub nom. *Kane v. Johns-Manville Corp*. 843 F.2d. 636 (2d Cir. 1988).

In approving the notification plan in the Johns-Manville Bankruptcy Reorganization, the court referred to it as "an extensive campaign designed to provide the maximum amount of publicity ... that was reasonable to expect of man and media." - Hon. Burton Lifland (1996/1998)

Lovelis v. Titeflex Corp., No. CIV-2004-211 (Ark. 9th Cir. Ct. Clark Co.)

"Accordingly, the Notice as disseminated is finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the Notice campaign described in the Preliminary Approval Order and completed by the Parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions. The Court further finds that the Notice campaign undertaken concisely and clearly states in plain, easily understood language:

(a.) the nature of the action;
(b.) the definition of the class certified;
(c.) the class claims, issues or defenses;
(d.) that a Class Member may enter an appearance and participate in person or through counsel if the member so desires;
(e.) that the Court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded; and
(f.) the binding effect of the Final Order and Judgment on Class Members.

- Hon. John A. Thomas

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County)

"In November, 1997, the Court approved a massive Notice Program to apprise class members of the class action Settlement, including the individually mailed, notices, publication notice and notification by way of other avenues nationally and locally. This Notice Program was designed by recognized experts, approved by the mediator and the Court, and implemented diligently by the parties, at defendants' cost. It provided the best notice practicable to the Class, comports with due process, and was clearly adequate under Alabama Rule of Civil Procedure 23(e), the United States Constitution, and other applicable law." - Hon. Robert G. Kendall (1997)

Exhibit 10

EXHIBIT 10
LIST OF SUBJECT VEHICLES

Toyota	
Model	**Model Years**
4Runner	2001-2010
Avalon	2005-2010
Camry	2002-2010
CamryHV	2007-2010
Camry Solara (2AZ)	2002-2008
Camry Solara (except 2AZ)	2004-2008
Celica (2ZZ)	2003-2005
Corolla (except 2ZZ)	2005-2010
Corolla Matrix (except 1ZZ 4WD, 2ZZ)	2005-2010
FJ Cruiser	2007-2010
Highlander	2004-2010
HighlanderHV	2006-2010
Land Cruiser	1998-2010
Prius	2001-2010
RAV4	2004-2010
Sequoia	2001-2010
Sienna	2004-2010
Spyder (MR2) SMT	2001-2005
Supra (2JZ-GE)	1998
Tacoma (5VZ w/ETCS-i)	2003-2004
Tacoma	2005-2010
Tundra (except 5VZ)	2000-2010
Tundra (5VZ)	2003-2004
Venza	2009-2010
Yaris Hatchback (Puerto Rico only)	2006
Yaris	2007-2010
Lexus	
Model	**Model Years**
ES	2002-2010
GS	1998-2010
GS HV	2007-2010
GX	2003-2010
HS	2010
IS	2001-2010
LS	1998-2010
LS HV	2008-2010
LX	1998-2010
RX	2004-2010
RX HV	2006-2008, 2010
SC	1998-2000, 2002-2010
Scion	

Model	Model Years
xB	2008-2010
xD	2008-2010
tC	2005-2010

Exhibit 11

EXHIBIT 11
BOS-ELIGIBLE SUBJECT VEHICLES

Models for which Toyota Already Has Offered the Installation of BOS

Toyota Models	**Model Years**
Avalon	2005-2010
Camry	2007-2010
Sequoia	2008-2010
Tacoma	2005-2010
Venza	2009-2010
Lexus Models	**Model Years**
ES	2007-2010
IS	2006-2010
IS-F	2008-2010

New Models for which Toyota Will Offer the Installation of BOS

Toyota Models	**Model Years**
4Runner	2003-2009
Corolla	2009-2010
Highlander	2008-2010
Land Cruiser	2008-2010
RAV4	2006-2010
Tundra	2007-2010
Lexus Models	**Model Years**
LX	2008-2010
RX	2010

Exhibit 12

Short Form Notice

Front:

Notice Administrator in
In re: Toyota Motor Corp. Unintended Acceleration
Marketing, Sales Practices, and Products Liability
Litigation, (C.D. Cal.)
[Address]
[City, State ZIP Code]

[Name]
[Address]
[City, State ZIP Code]

Important Legal Notice from the United States District Court for the Central District of California

Back:

If you own(ed), purchase(d) and/or lease(d) the residual value of certain Toyota, Lexus, or Scion vehicles equipped or installed with Electronic Throttle Control Systems distributed for sale or lease in the United States and certain other places, you may be a class member and may be entitled to money and other benefits from a proposed settlement.

A proposed settlement has been reached in a class action alleging that certain Toyota, Lexus, and Scion vehicle models equipped with electronic throttle control systems (ETCS) are defective and can experience acceleration that is unintended by the driver. Toyota denies that it has violated any law, denies that it engaged in any and all wrongdoing, and denies that its ETCS is defective. The parties agreed to resolve these matters before these issues were decided by the Court. **The sole purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

Records available to Toyota indicate that you may be a class member for a vehicle for which the last four digits of the Vehicle Identification Number (VIN) is **[last four digits]**. **If you are a class member, your rights may be affected, even if you take no action. You may be required to take action in order to get money and/or to protect your rights. This settlement does not involve claims of personal injury or property damage.**

If you are a class member, you may be entitled to: (1) receive a cash payment for alleged loss upon certain disposition of a Subject Vehicle during the period from September 1, 2009 through December 31, 2010 or upon early lease termination following an alleged unintended acceleration event that you reported; (2) have installed a brake override system in certain Subject Vehicle at no charge; (3) receive a cash payment if you are not eligible for a brake override system in the Subject Vehicle; (4) participate in a Customer Support Program (as described below); and/or (5) other settlement benefits.

If you think you may be a class member, you should immediately obtain/request the Long Form Notice for more information and, if applicable, the Claim Form(s) by: (1) going to www.**[website]**.com; (2) calling, toll-free, at **[number]**; and/or (3) writing to Notice Administrator, [address, city, state ZIP code]. *Para vereste aviso en español, visita* www.**[website]**.com. Two key deadlines are **[date]** for requests to be excluded and objections and **[date]** for Claim Forms to be filed. There are other deadlines, too. All deadlines are available (and may be updated) at www. [website].com.

[Perforation for Tear-off for Customer Support Program]

PLEASE TEAR OFF THIS CUSTOMER SUPPORT PROGRAM AT THE PERFORATION AND PLACE IT IN YOUR SUBJECT VEHICLE'S GLOVE BOX. THIS IS AN IMPORTANT DOCUMENT THAT YOU SHOULD KEEP IN YOUR VEHICLE WITH YOUR WARRANTY DOCUMENTS.

If the Court grants final approval of the settlement, Toyota is offering a Customer Support Program to all Class Members who still own or lease their Subject Vehicles as of the date of final approval by the Court. The Customer Support Program will provide prospective coverage for repairs and adjustments needed to correct defects in materials or workmanship, if any, in any of the following components in your Subject Vehicle following the date of final approval by the Court: (i) engine control module; (ii) cruise control switch; (iii) accelerator pedal assembly; (iv) stop lamp switch; and (v) throttle body assembly. The duration of prospective coverage will begin following the date of final approval by the Court and will be calculated based on 10 years from the expiration of the existing warranty for each of these parts, with a maximum limit of 150,000 miles from the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator. Regardless of mileage or warranty expiration, each eligible Subject Vehicle will receive no less than 3 years of coverage from the date of final approval by the Court. This Customer Support Program will not cover the cost for past repairs.

If you currently own a Toyota, Lexus or Scion vehicle, you must consult www.[website].com **to determine how this settlement may affect you including whether you may have additional claims.**

Exhibit 13

Short Form Notice to DV-Only Class Members

Front:

Notice Administrator in
In re: Toyota Motor Corp. Unintended Acceleration
Marketing, Sales Practices, and Products Liability
Litigation, (C.D. Cal.)
[Address]
[City, State ZIP Code]

[Name]
[Address]
[City, State ZIP Code]

Important Legal Notice from the United States District Court for the Central District of California

Back:

If you previously owned and/or leased certain Toyota, Lexus, or Scion vehicles equipped or installed with Electronic Throttle Control Systems in the United States and certain other places, you may be a class member and may be entitled to MONEY from a proposed settlement.

A proposed settlement has been reached in a class action alleging that certain Toyota, Lexus, and Scion vehicle models equipped with electronic throttle control systems (ETCS) are defective and can experience acceleration that is unintended by the driver. Toyota denies that it has violated any law, denies that it engaged in any and all wrongdoing and denies that its ETCS is defective. The parties agreed to resolve these matters before these issues were decided by the Court. **The sole purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

Records available to Toyota indicate that you may be a class member for a vehicle for which the last four digits of the Vehicle Identification Number (VIN) is **[last four digits]. If you are a class member, your rights may be affected, even if you take no action. You may be required to take action in order to get money and/or to protect your rights. This settlement does not involve claims of personal injury or property damage.**

If you are a class member, you may be entitled to receive a cash payment for alleged loss upon sale, trade-in, early lease termination, or total loss during the time period between September 1, 2009 and December 31, 2010 or upon early lease termination following an unintended acceleration that you reported. Payments may range from a minimum of $____ to up to $____ depending on the year and model and subject to the number of claims made.

If you think you may be eligible for a cash payment, you should immediately obtain/request the Long Form Notice for more information and, if applicable, the Claim Form(s) by: (1) going to

www.**[website]**.com; (2) calling, toll-free, at **[number]**; and/or (3) writing to Notice Administrator, [address, city, state ZIP code]. *Para vereste aviso en español, visita* www.**[website]**.com. Two key deadlines are **[date]** for requests to be excluded and objections and **[date]** for Claim Forms to be filed. There are other deadlines, too. All deadlines are available (and may be updated) at www.[website].com.

If you currently own a Toyota, Lexus or Scion vehicle, you must consult www.[website].com to determine how this settlement may affect you including whether you may have additional claims.

Exhibit 14

CLAIMS REVIEW PROTOCOL

Pursuant to the Preliminary Approval Order, the Plan of Allocation and the Agreement, each Claim Form from a participating Claimant that has been timely submitted pursuant to the Settlement Agreement and subsequent Court Orders will be reviewed according to the Settlement Claims Review Protocol below, subject to the limitations and qualifications stated below (all capitalized terms as defined in the Agreement).

I. Claim Review Procedures

A. All information provided in the Claim Forms and supporting documentation submitted by the participating Claimant shall be entered into a database. Each Claim shall be marked as either **Category 1** (Cash Payment from the Alleged Diminished Value Fund) or **Category 2** (Cash Payment in Lieu of BOS). Subject to the limitations and qualifications stated below, the Class Action Settlement Administrator shall review all claims to insure that all information and documentation required for an eligible claim is presented on or with the Claim Forms. If there is missing information or documentation, the Class Action Settlement Administrator shall notify the Claimant and request correct and complete information and/or documentation.

B. The Class Action Settlement Administrator shall use its best efforts to use an optical scanning process to process the Claim Forms submitted by the website and by U.S. Mail, including, but not limited to, any supporting documentation.

C. Subject to the terms of the Agreement and this Claim Review Protocol, the Class Action Settlement Administrator shall gather, review, prepare, and address the Claim Forms received pursuant to the Claim Process. If a Class Member submitting a Claim has not sufficiently completed the Claim Forms, the Class Action Settlement Administrator shall mail a letter to the Class Member informing him/her/it that the Claim Form was deficient and identifying the missing information.

D. The Class Member shall have thirty-five (35) days from the date of the postmarked letter to cure the deficiency(ies) identified by the Class Action Settlement Administrator. If a Class Member fails to cure the deficiency(ies) such that any required materials and/or missing information is/are received by the Class Action Settlement Administrator within said thirty-five (35) days, the Claim shall be deemed invalid and not paid.

E. The Class Action Settlement Administrator may request from Class Members submitting Claim Forms documents to substantiate and/or verify the information contained in the Claim Forms, and the Claim may be reduced or denied. The Class Member shall have thirty-five (35) days from the date of the postmarked letter to provide the substantiation and/or verification identified by the Class Action Settlement Administrator. If a Class Member fails to provide the

substantiation and/or verification within said thirty-five (35) days, the Claim shall be deemed invalid and not paid.

F. The Class Action Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Class Action Settlement Administrator may, in its discretion, deny in whole or in part any Claim to prevent actual or possible fraud and abuse.

G. Upon the agreement of the Parties, the Class Action Settlement Administrator will request confirmation of prior reporting of an unintended acceleration event to determine whether to make an award.

H. This Claim Review Protocol can be amended by written agreement of the Parties.

II. Review of Category 1 Claims (Cash Payment from the Alleged Diminished Value Fund)

Subject to the limitations and qualifications stated herein, the Class Action Settlement Administrator shall review all Category 1 claims to insure that the Claimants demonstrate in their Claim Forms and supporting documentation that they:

- (a) sold or traded in an owned Subject Vehicle during the period from September 1, 2009 to December 31, 2010, inclusive; or

- (b) returned a leased Subject Vehicle before the lease termination date during the period from September 1, 2009 to December 31, 2010, inclusive; or

- (c) insured and/or guaranteed the residual value of a Subject Vehicle as of September 1, 2009, and with respect to such Subject Vehicle, thereafter either made payment to an insured, or sold the Subject Vehicle, provided such payment or sale was made by a Residual Value Insurer on or before December 31, 2010; or

- (d) returned a leased Subject Vehicle before the lease termination date, after having reported an alleged unintended acceleration event(s) (as defined in the Claim Form attached to the Settlement Agreement) to Toyota, a Toyota Dealer or the National Highway Traffic Safety Administration ("NHTSA") before December 1, 2012; or

- (e) owned a Subject Vehicle that was declared a total loss by an insurer during the period from September 1, 2009 to December 31, 2010, inclusive.

If the Class Action Settlement Administrator's review establishes that a claim clearly demonstrates (a), (b), (c), (d) *or* (e) above, the Class Action Settlement Administrator shall

approve that claim and process it in accordance with the Plan of Allocation; provided, however, that no Class Member may submit more than one Claim (of any kind) per Subject Vehicle.

III. Review of Category 2 Claims (Cash Payment in Lieu of BOS)

Subject to the limitations and qualifications stated herein, the Class Action Settlement Administrator shall review all Category 2 claims to insure that the Claimants who own or lease a Subject Vehicle as of the date the Preliminary Approval Order is entered and shall demonstrate in their Claim Forms for this category of claims unless:

- (a) the Claimant's Subject Vehicle is a hybrid vehicle;
- (b) the Claimant's Subject Vehicle has already actually received BOS; and/or
- (c) the Claimant's Subject Vehicle is eligible to receive BOS.

If the Class Action Settlement Administrator's review establishes that a Claim clearly satisfies these standards above, the Class Action Settlement Administrator shall approve that Claim and process it in accordance with the Plan of Allocation; provided, however, that no Class Member may submit more than one Claim (of any kind) per Subject Vehicle.

IV. Notification of Individual Class Member Awards

Upon the completion of the Claim Process, Class Members shall be able to go to the Settlement website or may write to the Class Action Settlement Administrator who shall provide information to the Class Members of their individual awards by including secure information on the website or otherwise respond to their request.

V. Escheat

The Class Action Settlement Administrator shall fulfill any escheatment obligations that arise.

Exhibit 15

AUTOMOBILE SAFETY AND EDUCATION PROGRAM

Overview

As provided in Section II (A)(6) of the Settlement Agreement dated December __, 2012, Toyota has agreed to fund scientific research by leading U.S. universities into the development of new active safety technologies and/or standards, as well as testing guidelines for emerging technologies (all capitalized terms as defined in the Settlement Agreement). In addition, Toyota has agreed to fund a national multi-media and community-based public-education campaign, supported by scientific research, that works to inform, enhance and promote safer driving among consumers. The parties agree that these safety research and education programs are tethered to the nature of, and certain issues in, the Actions and further the interests of Class Members.

Under the Settlement, Toyota has agreed to pay $30 million for this Safety Research and Education Program following the Final Effective Date of the Settlement. Pursuant to the Settlement Agreement, additional funds may be made available depending on whether or not there are remainders in the two cash funds specified in Sections II (A)(2)(c) and II (A)(4)(c) of the Settlement Agreement. This Exhibit explains how the $30 million fund will be used to benefit Class Members nationwide and further explains the manner in which decisions will be made concerning the use of any remainders from the cash funds described in Sections II(A)(2) and II (A)(4) of the Settlement Agreement.

Toyota's $30 Million Commitment under Section II (A)(6)

A. Deposit into Escrow Fund

Within 30 days of the Final Effective Date, Toyota will deposit into the Escrow Account the sum of $30 million, which will be distributed as described and pursuant to the instructions specified below. Toyota's payment of this amount into escrow fulfills the entirety of Toyota's financial commitment under this program. Without limiting the foregoing, all of the components identified below, including but not limited to any costs to administer the fund or the programs under the fund, are to be paid from this Escrow Account.

B. Research Focused on Consumer Knowledge and Use of Defensive Driving Techniques

1. The program will start with a new national consumer study, to be undertaken by a leading U.S. university, focused on driver attitudes, behaviors and levels of understanding concerning defensive driving techniques and the proper use of new automotive technology. It is currently expected that the study will be conducted by the University of Iowa (Public Policy Center), but prior to the Final Approval order, the parties may select another leading university to conduct the study.

- The study will focus on identifying critical gaps in awareness and practice regarding defensive driving skills, as well as on pinpointing the messages and techniques most effective in encouraging safer driver behavior and improving awareness and use of active safety technologies.

- Specific driver behaviors to be studied will include but not be limited to techniques for controlling and stopping vehicles in emergency situations; driver distraction; issues relating to driver pedal misapplication; and proper use by drivers of anti-lock brakes and other

advanced technologies made possible by electronic throttle control systems, such as brake override systems, vehicle stability control and radar cruise control.

- The study will assist the parties in developing the content of the National Driver Safety Education Campaign described below.

- The study will be an academically rigorous field study intended to inform the National Driver Safety Education campaign described below; inform ongoing and future research by other institutions, safety agencies and industry; and support other national and community-based driver safety education campaigns.

- The selected university may choose to retain a survey firm to help to develop and implement the field portions of the study.

- Approximately $800,000 will be budgeted to fund the study (which includes any expense for the survey firm to help develop and implement the field portions of the study).

2. Plaintiffs' Class Counsel and Toyota's Negotiating Counsel will meet and confer to determine the instructions for distribution from the Escrow Account to pay for this component of the program. If Plaintiffs' Class Counsel and Toyota's Negotiating Counsel cannot reach a written agreement on these issues through their meet-and-confer process, any disagreements shall be resolved by the Settlement Special Master, whose written decision shall be final and binding.

C. National Driver Safety Education Campaign

1. The following National Driver Safety Education campaign will be undertaken by a leading U.S. university or national safety organization. It is currently expected that the campaign will be undertaken by the University of Iowa (Public Policy Center), but the parties may select another leading university or national safety organization prior to the Final Approval order. The campaign will follow the research described above and will be guided by its results. The campaign will include a combination of print, TV, digital and radio advertising to deliver the content of the program.

- The goal for reach/frequency for the program will be 90/12 (*i.e.*, 90% of adults in key target markets would see the company's message 12 times over the length of the campaign). This is based on an audience target of age 18 or older.

- The specific mix of media, as well as particular frequency and reach metrics, will be subject to discussion among Plaintiffs' Class Counsel, Toyota' Negotiating Counsel and the selected education organization partner, based in part on prevailing advertising rates at the time the program is launched.

- The budget would cover all costs of the campaign, including but not limited to the cost of producing the advertisements and buying the media space .

- The selected education organization will develop and suggest a plan, describing in detail the content, components and implementation of the campaign, subject to review by Plaintiffs' Class Counsel and Toyota's Negotiating Counsel. Any disagreements would be resolved through meet and confer among Plaintiffs' Class Counsel, Toyota's Negotiating Counsel and the selected education organization. If the parties cannot resolve any disputes through the

meet-and-confer process, any disagreements shall be resolved by the Settlement Special Master, whose written decision will be final and binding.

- The campaign may utilize consumer research data to inform messaging designed to change public attitudes and improve driving behaviors.

- The campaign would be supported by digital assets -- such as a website providing insights about common driving errors taken from the survey and tools/videos/tests/classroom materials to help educators instruct drivers about what to do in an emergency -- as well as social media.

- Safety experts from Toyota's Collaborative Safety Research Center may be engaged to help educate consumers about defensive driving techniques and active safety technologies as part of this campaign, but shall not be paid from the fund to do so.

- The budget for this campaign will not exceed $14.2 million; funds would come from the Escrow Account, and counsel would meet and confer to agree upon payment instructions in writing, with the Settlement Special Master resolving, in writing, any disagreements regarding funding.

D. <u>Safety Research</u>

1. The third component of the program will fund university-based public research to develop advances in active safety features, vehicle control and driver attention.

- Leading U.S. universities will conduct research for the public benefit with a multi-year mandate to pursue research programs into existing, new or emerging active safety technologies, based around national and regulatory safety priorities, as well as to develop a better understanding of key safety-related behaviors, with findings to be shared broadly across the automotive industry.

- Each of the following universities has expressed interest in conducting this research under this program: Stanford University (CARS), University of Michigan (UMTRI), Texas A&M University (TTI), MIT (Age Lab) and the University of Iowa (Public Policy Center).

- The parties will choose some or all of these institutions to conduct the research and may add or substitute one or more similar universities prior to the Final Approval Order. Based on further discussion with the potential grant recipients, funding will occur either by direct grants to the institutions or by establishing a research consortium of multiple universities, with one university chosen to administer the research and meet the mandate defined by the program.

- Research topics for the research initiatives will benefit Class Members nationwide and will include, but not be limited to, general approaches to crash avoidance, human interface design, and lane departure warning/prevention and driver distraction.

- The budget for this research program will not exceed $15 million.

- The parties may choose an administrator to oversee the administration of the grants under this program. Any costs and fees of the administrator will come from the fund established through the Settlement.

2. Plaintiffs' Class Counsel and Toyota's Negotiating Counsel will meet and confer to identify the grantee universities, determine the amounts from escrow that will be granted to these institutions, the specific research programs (that must be for the purposes stated above), and the instructions for distribution from the Escrow Account for this component of the program. If Plaintiffs' Class Counsel and Toyota's Negotiating Counsel cannot reach agreement in writing on these issues through their meet-and-confer process, any disagreements shall be resolved by the Settlement Special Master, whose written decision shall be final and binding.

Use of any Remainder from Settlement Cash Funds

A. Following expiration of the Claims Period, there may be additional funds that can be used for research and education pursuant to the calculations set forth in Sections II (A)(2)(c) and II (A)(4)(c) of the Settlement Agreement. Whether there will be any remaining funds and the amount of any remaining funds will not be known until after the expiration of the claims period and after the calculations have been made.

B. Once the calculations of any such remainder in the cash funds have been made pursuant to Sections II (A)(2)(c) and II (A)(4)(c) have been made, Plaintiffs' Class Counsel and Toyota's Negotiating Counsel will meet and confer to determine, in writing, the specifics regarding the optimal use of any such remainder. Although the specifics will be resolved through the meet-and-confer process, the parties agree that any such remainder will be used to: (1) fund scientific research by leading academic institutions into the development of new active safety technologies and/or standards and testing guidelines for emerging technologies and/or driving behaviors; and/or (2) fund an expansion or addition to the national multi-media and community-based public-education campaign that works to inform, enhance and promote safer driving among consumers. Any disagreements between the parties in this regard will be resolved by the Settlement Special Master, whose written decision will be final and binding. The same process will be used for any budgeted amounts under this program that are not actually spent in connection with the three components of the program.

Exhibit 16

PLAN OF ALLOCATION FOR ALLEGED DIMINISHED VALUE FUND

The law in various jurisdictions differs on the issue of whether, in order to bring claims, a Class Member's Subject Vehicle must have manifested an unintended acceleration ("UA") event as defined in the Claim Forms (all terms as defined in the Agreement, with the exception of the terms "Non-Manifestation States," "Manifestation States," and "Unclear States"). Allocation Counsel was appointed to represent the interests of Class Members in Manifestation States, Non-Manifestation States, and states where the law is unclear, respectively. The determination of Non-Manifestation States, Manifestation States, and Unclear States has been done solely by Plaintiffs' Class Counsel. The states are classified for the purposes of this allocation as provided below. The following lawyers were appointed as Allocation Counsel: Michael Kelly was appointed for Non-Manifestation States, Jayne Conroy for Manifestation States, and Ben Bailey for Unclear States. The allocation set forth below resulted from an allocation mediation supervised by Settlement Special Master Patrick Juneau.

As a part of the Settlement, Toyota has agreed to pay the sum of $250,000,000 into the Alleged Diminished Value Fund in accordance with the terms of the Agreement. Plaintiffs' Class Counsel retained experts who carefully studied and modeled the alleged impact of adverse publicity concerning Toyota Subject Vehicles. These experts believe that the value of Toyota vehicles declined during the period September 1, 2009 to December 31, 2010 as a result of the above-referenced adverse publicity. These experts believe that the value of vehicles bought and sold, or leased and turned in at the end of the lease period, were not damaged if they were turned in outside that period.

Subject to any pro rata reduction as described in the Agreement, the allocation shall be as follows:

If an eligible class member purchased, leased, now resides or insured the residual value of a vehicle in a Non-Manifestation State:	100 percent of the amounts on the attached consumer matrix
If an eligible class member purchased, leased, now resides or insured the residual value of a vehicle registered in a Manifestation State:	30 percent of the amounts on the attached consumer matrix
If an eligible class member purchased, leased, now resides or insured the residual value of a vehicle registered in an Unclear State:	70 percent of the amounts on the attached consumer matrix

Class Members in Manifestation States and Unclear States will be entitled to the same payment as Class Members in a Non-Manifestation State if such Class Members, on or before December 1, 2012, reported to Toyota, a Toyota Dealer, or National Highway Transportation Safety Administration ("NHTSA") that they believed that one or more of the following symptoms occurred in their Subject Vehicle: an unintended acceleration-related symptom as to which Toyota inspected the Subject Vehicle and was unable to identify the cause of the symptom; the possible loss of brake vacuum assist; an accelerator pedal that may be slow to return or stick in a partially depressed position; interference with the vehicle's accelerator pedal with an incompatible or unsecured floor mat; increasing acceleration of the vehicle despite depressing only the brake pedal; acceleration (or failure to decelerate) when both the brake and accelerator pedals were depressed; rough or otherwise undesirable transmission shift sensation; the brakes did not respond as expected; unfamiliarity with the push-button on/off button; unexpected

operation of the cruise control system; one or more drivability concerns (e.g., hesitation, surging, lurching, etc.); or high engine RPM at idle.

If unclaimed funds remain after the Claim Period has expired and the unclaimed funds are sufficient to bring all eligible Manifestation States and Unclear States claimants up to 100% of eligible payment, the unclaimed funds shall be applied for those purposes. Any remaining unclaimed funds shall be distributed pursuant to Section II(A)(2)(c) of the Settlement Agreement.

If unclaimed funds remain after the Claim Period has expired and the amount of unclaimed funds is insufficient to bring all eligible Manifestation States and Unclear States claimants up to 100% of eligible payment, the remainder will be split 50% to Manifestation States claimants and 50% Unclear States claimants. In the event that either group of claimants is brought up to 100%, the balance of unclaimed funds will be applied to the other group of claimants.

Non-Manifestation States:

Alaska, Arizona, California, Connecticut, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York (only if Subject Vehicle was sold during the period September 1, 2009 through December 31, 2010), Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, and West Virginia.

Manifestation States:

Arkansas, District of Columbia, Indiana, Mississippi, New Hampshire, North Carolina, North Dakota, South Carolina, Utah, and Wisconsin.

Unclear States:

Alabama, Colorado, Delaware, Florida, Georgia, New York (if Subject Vehicle not sold during the period September 1, 2009 through December 31, 2010), Virginia, and Wyoming.

PLAN OF ALLOCATION FOR CASH PAYMENT IN LIEU OF BOS

The law in various jurisdictions differs on the issue of whether, in order to bring claims, a Class Member's Subject Vehicle must have manifested a UA event. Allocation Counsel was appointed to represent the interests of Class Members in Manifestation, Non-Manifestation States, and states where the law is unclear, respectively. The determination of Non-Manifestation States, Manifestation States, and Unclear States has been done solely by Plaintiffs' Class Counsel. The states are classified for the purposes of this allocation as provided below. The following lawyers were appointed as Allocation Counsel: Michael Kelly was appointed for Non-Manifestation States, Jayne Conroy for Manifestation States, and Ben Bailey for Unclear States. The allocation set forth below resulted from an allocation mediation supervised by Settlement Special Master Patrick Juneau.

As part of the Settlement, Toyota has agreed to pay the sum of $250,000,000 for eligible Class Members who own or lease a Subject Vehicle as of the date the Preliminary Approval Ordered is entered, if they comply with the Claims requirements of the Settlement, unless: (a) their Subject Vehicle is not a hybrid vehicle; (b) they already actually received BOS on their Subject Vehicle; or (c) they are eligible to receive BOS on their Subject Vehicle. The maximum per vehicle claim that can be made on this fund is $125 ("BOS fund maximum payment"), which is Plaintiffs' Class Counsel's or their experts' estimated value for BOS. Class Members in Non-Manifestation States, Manifestation States, and Unclear States will be entitled to the same respective percentages of the maximum as found in the Plan of Allocation for the Alleged

Diminished Value Fund. So, for example, if the BOS fund maximum payment to a Class Member in a Non-Manifestation State would be $125, a Class Member in a Unclear State would receive $87.50 (70% of $125), and a Class Member in an Manifestation State would receive $37.50 (30% of $125).

Subject to any pro rata reduction as provided in the Agreement, the allocation shall be as follows:

If an eligible class member purchased, leased or now resides in a Non-Manifestation State:	100 percent of the BOS fund maximum payment
If an eligible class member purchased, leased or now resides in a Manifestation State:	30 percent of the BOS fund maximum payment
If an eligible class member purchased, leased or now resides in an Unclear State	70 percent of the BOS fund maximum payment

Class Members in Manifestation States and Unclear States will be entitled to the same payment as Class Members in a Non-Manifestation State if such Class Members, on or before December 1, 2012, reported to Toyota, a Toyota Dealer, or NHTSA that they believed that one or more of the following symptoms occurred in their Subject Vehicle: an unintended acceleration-related symptom as to which Toyota inspected the Subject Vehicle and was unable to identify the cause of the symptom; the possible loss of brake vacuum assist; an accelerator pedal that may be slow to return or stick in a partially depressed position; interference with the vehicle's accelerator pedal with an incompatible or unsecured floor mat; increasing acceleration of the vehicle despite depressing only the brake pedal; acceleration (or failure to decelerate) when both the brake and accelerator pedals were depressed; rough or otherwise undesirable transmission shift sensation; the

brakes did not respond as expected; unfamiliarity with the push-button on/off button; unexpected operation of the cruise control system; one or more drivability concerns (e.g., hesitation, surging, lurching, etc.); or high engine RPM at idle.

If unclaimed funds remain after the claims period has expired and the unclaimed funds are sufficient to bring all eligible Manifestation States and Unclear States claimants up to 100% of eligible payment, the unclaimed funds shall be applied for those purposes. Any remaining unclaimed funds shall be distributed pursuant to Section II(A)(2)(c) of the Settlement Agreement.

If unclaimed funds remain after the claims period has expired and the amount of unclaimed funds is insufficient to bring all eligible Manifestation States and Unclear States claimants up to 100% of eligible payment, the remainder will be split 50% to Manifestation States claimants and 50% Unclear States claimants. In the event that either group of claimants is brought up to 100%, the balance of unclaimed funds will be applied to the other group of claimants.

Non-Manifestation States:

Alaska, Arizona, California, Connecticut, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, and West Virginia.

Manifestion States:

Arkansas, District of Columbia, Indiana, Mississippi, New Hampshire, North Carolina, North Dakota, South Carolina, Utah, and Wisconsin.

Unclear States:

Alabama, Colorado, Delaware, Florida, Georgia, New York, Virginia, and Wyoming.