

**Authorized by the U.S. District Court for the Eastern District of New York**

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

*Para ver este aviso en español, visita [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com)*

- There is a proposed settlement that has been preliminarily approved by the Court in a class action lawsuit against Toyota Motor Corporation (“TMC”), Toyota Motor North America, Inc. (“TMNA”) (collectively, “Toyota”) and Denso International America, Inc., (collectively “Defendants”) concerning certain Toyota and Lexus vehicles equipped with Denso fuel pumps. If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed), purchase(d) or lease(d) certain Toyota or Lexus vehicles (“Covered Vehicles”) which are equipped with fuel pumps manufactured by Denso International America, Inc. and its affiliates. **The settlement website contains a VIN lookup tool to determine if your vehicle is part of the Class.**
- The Settlement offers several benefits, depending on the vehicle, including a Customer Support Program providing prospective coverage of 15 years, measured from the date of original sale, for any repairs to correct defects in the fuel pumps, or an Extended New Parts Warranty of 15 years, measured from July 15, 2021, or 150,000 miles, whichever comes first. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing fuel pump repairs; reimbursement of certain out of pocket expenses; a reconsideration procedure; and settlement oversight by a Settlement Special Master. These are described in more detail below, in the Settlement Agreement, and the settlement website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com).

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, **[www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com)**, because it will be updated with additional information from time to time.

**A. BASIC INFORMATION**

**1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *Cheng, et al., v. Toyota Motor Corp., et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.). The defendants are Toyota Motor Corporation, Toyota Motor North America, Inc. (collectively, “Toyota”), and Denso International America, Inc. (“Denso”) (collectively, “Defendants”). 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. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator, identified below.

***Your legal rights may be affected even if you do not act.***

***Please read this Notice carefully.***

**YOUR RIGHTS AND CHOICES**

<b><i>YOU MAY:</i></b>		<b><i>DATE</i></b>
<p><b>SEEK COVERAGE UNDER THE CUSTOMER SUPPORT PROGRAM FOR THE ORIGINAL EQUIPMENT LOW PRESSURE FUEL PUMP FOR ADDITIONAL VEHICLES</b></p>	<p>You may have your Additional Vehicles (<i>see</i> Appendix A for list of Additional Vehicles) inspected and, if necessary, repaired by an authorized Toyota Dealer at no cost to you.</p>	<p><i>You do not need to do anything to seek coverage for your Additional Vehicle under the Customer Support Program. If you do not exclude yourself from the settlement, and the settlement is finally approved, you will automatically be able to participate in the Customer Support Program.<sup>1</sup></i></p> <p><i>The duration of prospective coverage for the fuel pump unit will begin 30 days following the date of the Final Judgment and run for 15 years measured from the Date of First Use, which is the date the vehicle was originally sold or leased by a Toyota Dealer.</i></p>
<p><b>BENEFIT FROM THE EXTENDED NEW PARTS WARRANTY</b></p>	<p>Toyota shall extend the new parts warranty coverage for the fuel pump kit replaced (“replacement fuel pump kit”) on the Subject Vehicles (<i>see</i> Appendix B for list of Subject Vehicles), pursuant to the Recall, and the SSC Vehicles (<i>see</i> Appendix C for list of SSC Vehicles), pursuant to the SSC.</p>	<p><i>You do not need to do anything to seek coverage under the Extended New Parts Warranty. If you do not exclude yourself from the settlement, and the settlement is finally approved, the new parts warranty coverage will be extended for 15 years, measured from July 15, 2021, and up to 150,000 miles, whichever comes first.</i></p>
<p><b>SEEK COVERAGE UNDER THE LOANER/TOWING PROGRAM</b></p>	<p>If you own or lease an Additional Vehicle that is having its fuel pumps replaced pursuant to the Customer Support Program, or Subject Vehicle or SSC Vehicle that is having its fuel pump replaced pursuant to the Extended New Parts Warranty, upon your request you shall be provided, without cost, the same loaner or rental vehicles and/or towing options provided to the Subject Vehicles under the Recall(s). If you have a demonstrated need for a loaner or rental vehicle similar to your Covered Vehicle, Toyota, through its dealers, will use good faith efforts to satisfy the request.</p>	<p><i>The duration of the Loaner/Towing Program will last during the duration of the Customer Support Program and/or the Extended New Parts Warranty.</i></p>

<sup>1</sup> Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

**QUESTIONS? CALL TOLL FREE 1-833-512-2318 OR VISIT**

**WWW.TOYOTAFUELPUMPSSETTLEMENT.COM**

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<b>FILE A CLAIM TO SEEK REIMBURSEMENT</b>	<p>You may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were either (a) incurred prior to the Initial Notice Date; or (b) incurred after the Initial Notice Date and before the Final Effective Date, so long as you were denied coverage by the Toyota dealer prior to incurring the cost.</p> <p>This is the only way that you can get reimbursed.</p>	<p><i>The deadline to submit Claim Forms is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.<sup>2</sup> This date will be no earlier than March 14, 2023.</i></p>
<b>OBJECT</b>	<p>Write to the Court about why you do not like the proposed settlement.</p>	<p><i>November 25, 2022</i></p>
<b>EXCLUDE YOURSELF</b>	<p>Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Defendants about the issues in your own lawsuit.</p>	<p><i>December 2, 2022</i></p>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	<p>You are not required to appear in the lawsuit in order to participate in the proposed settlement, but you may appear on your own or through your own lawyer, at your expense, 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, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.</p>	<p><i>December 14, 2022 at 10:00 a.m. Eastern time</i></p>
<b>DO NOTHING</b>	<p>You will be included in the Class but may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Defendants about the issues in the lawsuit.</p>	

<sup>2</sup> Vehicles where the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

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## 2. What is the lawsuit about?

The class action lawsuit claims that the fuel tanks in certain Toyota and Lexus vehicles are equipped with defective Denso-manufactured fuel pumps. The lawsuit pursues claims for violations of various state consumer protection statutes, among other claims. You can read the class action complaint by visiting [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). Toyota and Denso deny that they have violated any law and deny that they engaged in any wrongdoing. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from the Covered Vehicles.

On February 4, 2020, Plaintiff Sharon Cheng filed a class action complaint in the United States District Court for the Eastern District of New York, *Sharon Cheng, et al. v. Toyota Motor Corporation, et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.), asserting claims related to Toyota's January 13, 2020 recall report (the "Recall Report") to NHTSA voluntarily recalling nearly 700,000 Toyota and Lexus vehicles manufactured between August 1, 2018 through January 31, 2019 with low-pressure Denso fuel pumps (together with the expansions referenced below, the "Recall"). The Recall Report states:

These fuel pumps contain an impeller that could deform due to excessive fuel absorption. Although the cause is unknown, if impeller deformation occurs, the impeller may interfere with the fuel pump body, and this could result in illumination of check engine and master warning indicators, rough engine running, engine no start and/or vehicle stall while driving at low speed. However, in rare instances, vehicle stall could occur while driving at higher speeds, increasing the risk of crash.

On March 4 and March 19, 2020, Toyota expanded the Recall to cover more than 1.8 million affected Toyota and Lexus vehicles equipped with Denso Fuel Pumps manufactured between 2013 and 2019.

On April 14, 2020, Plaintiff Cheng filed her first amended complaint adding as defendants Denso Corporation and Denso International America, Inc., the makers of the defective fuel pumps, and allegations relating to Toyota's March 4 and 19, 2020 expansions of the Recall.

Between March 20, 2020 and April 20, 2020, additional putative class actions were filed in other federal courts making substantially similar allegations as those in Cheng. These three cases were voluntarily transferred to the United States District Court for the Eastern District of New York and consolidated with *Cheng*.

On April 27 and June 11, 2020, Denso recalled over 2 million of its Fuel Pumps.

On July 3, 2020, Plaintiffs in the consolidated *Cheng* action filed their consolidated amended class action complaint which included refined allegations related to Toyota's expanded Recall, Denso's recall, the Fuel Pump issue and countermeasure. The consolidated amended complaint asserted claims on behalf a nationwide class; a multi-state consumer protection class covering 25 states; another multi-state consumer protection class covering six states; multi-state strict liability class and multi-state negligent recall classes, each covering 22 states.

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On October 28, 2020, Toyota expanded its Recall to cover an additional 1.5 million affected Toyota and Lexus vehicles manufactured between 2013 and 2019. The Recall currently encompasses approximately 3.36 million Toyota and Lexus vehicles.

On November 5, 2020, Plaintiffs in *Cheng* filed their first amended consolidated amended class action complaint which included allegations relating to Toyota's most recent expansion of the Recall. The first amended consolidated amended complaint asserted claims on behalf a nationwide class, multi-state classes for consumer protection, strict liability class and negligent recall.

On December 14, 2020, Plaintiffs filed their Second Amended Consolidated Complaint, adding allegations about the updated recall, and refining their allegations. The Class Action Complaint is brought by 33 named Plaintiffs on behalf of a nationwide class, multi-state classes for consumer protection, strict liability, and negligent recall, and individual state classes for Alabama, Arizona, California, Florida, Georgia, Illinois, Maryland, Missouri, New York, New Jersey, North Carolina, Ohio, Pennsylvania, Texas, Utah and Virginia, and asserts claims against Toyota and Denso.<sup>3</sup> There were 33 plaintiffs named and 97 causes of action.

On January 15, 2021, TMNA and Denso served their motions to dismiss. TMNA and Denso made numerous arguments. Plaintiffs served their opposition on March 30, 2021, responding to TMNA and Denso's arguments. TMNA and Denso filed their replies on May 28, 2021.

As a part of formal discovery, Defendants produced, and Plaintiffs processed and reviewed, about 655,000 documents containing approximately 1.5 million pages of documents related to the Recall, the design and operation of the subject fuel pumps, warranty data, failure modes attributed to the subject fuel pumps, the Defendants' investigation into the issue, and the countermeasure development and implementation. Additionally, Plaintiffs' independent automotive engineering expert sourced and inspected over 100 fuel pumps replaced pursuant to the Recall, and has analyzed, inter alia, the pumps' operation, specifications, and density of the impeller.

As a part of confirmatory discovery, Defendants have produced a substantial number of additional documents, tangible things, and information requested by Class Counsel related to the design and operation of the original equipment fuel pump; the design, operation, development, implementation, the effectiveness of the countermeasure fuel pump; and the Recalls. Plaintiffs' independent automotive engineering expert reviewed and analyzed this additional material, including assessing the efficacy of the countermeasure, the pre- and post-recall warranty repair rates, and the average time in service for manifestation, among other things. Defendants also provided witnesses for interview on these topics and other matters requested by Class Counsel.

On November 3, 2021, the Parties jointly moved the Court to appoint Patrick A. Juneau as Settlement Special Master. The Court granted the joint motion and So Ordered the appointment of Patrick A.

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<sup>3</sup> Plaintiffs also sued Denso Corporation, the corporate parent of Denso, but later dismissed Denso Corporation from the case.

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Juneau on the same day. The Parties had numerous communications with the Settlement Special Master regarding the negotiations, terms, timing, and related issues.

On February 16, 2022, on the Parties' consent, the Action was referred to Magistrate Judge James R. Cho to conduct all proceedings and order the entry of a final judgment pursuant to 28 U.S.C. § 636(c).

On March 1, 2022, TMNA and DIAM withdrew their pending motions to dismiss without prejudice and with leave to refile.

On September 7, 2022, Plaintiffs filed their Third Amended Consolidated Class Action Complaint which included additional allegations relating to updated facts since the Second Amended Complaint. The 33 named plaintiffs assert claims on behalf of a nationwide class; a multi-state consumer protection class covering 25 states and the District of Columbia; another multi-state consumer protection class covering six other states; multi-state strict liability class and multi-state negligent recall classes, each covering 25 states.

### **3. What vehicles are included in the settlement?**

Various Toyota and Lexus vehicles which were equipped with certain Denso fuel pumps (called the "Covered Vehicles") 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 in the settlement.

**In order to determine if your vehicle is a Covered Vehicle, you can look up your vehicle's VIN on the Settlement Website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com).**

### **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. Once approved, the 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 and Denso from liability. The settlement does not mean that Toyota and Denso broke any laws or did anything wrong, and the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them called Plaintiffs' Counsel, including 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.

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## **B. WHO IS IN THE SETTLEMENT?**

To see if you are affected or if you can get 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 as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions. This is called the “Class.”

Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (c) Plaintiffs’ Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case.

**In order to determine if you are a part of the Settlement, you can look up your vehicle’s VIN on the Settlement Website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com).**

### **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 **1-833-512-2318** or go to **[www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com)**, which contains a VIN lookup tool to determine if your vehicle is part of the Class.

If you believe that you are a Class Member, but you did not previously receive a Direct Mail Notice, you may contact Class Counsel or the Settlement Notice Administrator. You will need to provide necessary documentation for the Settlement Notice Administrator to confirm that you are Class Member eligible for the relief provided in the Settlement Agreement.

Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator at the number above.

## **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. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement. No benefits have to be provided until and unless the Court finally approves the settlement and only after any appeal period expires or any appeals are resolved in favor of the settlement. After the issuance of the Preliminary Approval

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Order signed by the Court, Defendants, at their sole discretion, may, after consultation with Class Counsel, implement the Customer Support Program in advance of the occurrence of the Final Effective Date. 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 **[www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com)** 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 for reimbursement of eligible out-of-pocket expenses. 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 and Denso about the issues in the lawsuit.*

To determine whether your vehicle is an Additional Vehicle, a Subject Vehicle, or an SSC vehicle, including the specific definitions for each of those terms, all of which are Covered Vehicles in the settlement, please see Appendix A, B, and C, respectively, at the end of this Long Form Notice. You can also look up your vehicle's VIN on the Settlement Website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com), to determine if you have a vehicle that is covered by the settlement.

### **a. Additional Vehicles: Customer Support Program**

If the settlement is finally approved, for Class Members who still own or lease their Additional Vehicles, the Customer Support Program will be implemented.

Toyota will offer the Customer Support Program ("CSP") to all Class Members who, as of the Final Effective Date, own or lease Additional Vehicles. A Class Member's rights under the CSP are transferred with the Additional Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The CSP will provide prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The implementation of the CSP will begin no later than 30 days after the Final Effective Date. Coverage under the CSP for the original parts will continue for 15 years, measured from the Date of First Use, which is the date the vehicle was originally sold or leased from the Toyota Dealer.

Without cost to and upon request from Class Members who own or lease Additional Vehicles whose fuel pumps are being replaced pursuant to the CSP, Class Members shall be provided with the same loaner or rental vehicles and/or towing options provided to the owners or lessees of the Subject Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Additional Vehicle different than what is available under the Recall(s), Toyota, through its dealers, shall use good faith efforts to satisfy the request.

In the event that any of the Additional Vehicles becomes the subject of a future recall for the same underlying condition, which is the subject of the Plaintiff's Class Action Complaint, those Additional Vehicles will then be entitled and only be entitled to the same relief provided to Subject Vehicles, as discussed in the next paragraph.

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## **b. Subject Vehicles and SSC Vehicles: Extended New Parts Warranty**

Toyota shall extend the new parts warranty coverage for the fuel pump kit replaced (“replacement fuel pump kit”) on the Subject Vehicles and the SSC Vehicles. The extended warranty will last for 15 years, measured from July 15, 2021, and up to 150,000 total odometer miles, whichever comes first.

Without cost to and upon request from Class Members who own or lease SSC Vehicles or Subject Vehicles whose fuel pumps are being replaced pursuant to the Extended Warranty shall be provided with the same loaner or rental vehicles and/or towing options provided to the Subject Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Subject Vehicle or the SSC Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.

In the event that any of the SSC Vehicles becomes the subject of a future recall for the same underlying condition, which is the subject of the Plaintiff’s Class Action Complaint, those SSC Vehicles will be entitled to the relief provided under the settlement as defined above in this subparagraph as well as any additional benefits provided pursuant to a future recall.

## **c. Out-of-Pocket Claim Process**

If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, you can ask to be reimbursed if you previously paid for expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were either (a) incurred prior to the Initial Notice Date; or (b) incurred after the Initial Notice Date and before the Final Effective Date. For costs that were incurred after the Initial Notice Date and before the Final Effective Date, the Class Member must provide proof that they were denied coverage by the Toyota dealer prior to incurring the cost.

To be eligible for reimbursement, you must submit a Claim Form prior to 90 days after the Court issues the Final Order and Final Judgment, which will occur, if approved, **no earlier than March 14, 2023**. The Claim Form is available on the Settlement website [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). You must submit your Claim Form and any supporting documentation, if available, for prior paid repair expenses for a covered condition to the Settlement Notice Administrator. The deadline to submit Claim Forms is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, **no earlier than March 14, 2023**.

The Settlement Claims Administrator will determine whether Claim Forms are complete and timely. If your Claim is deficient, the Settlement Notice Administrator will mail you a letter requesting that you complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days. If you fail to provide the requested documentation or information, your Claim will be denied.

The Settlement Claims Administrator will review your Claim Form and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within sixty (60) days of receipt, but this review period is not required to begin any earlier than sixty (60) days after the Final Effective Date.

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If the Claim is rejected for payment, in whole or in part, the Settlement Claims Administrator shall notify Class Counsel, Toyota's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. The decision of the Settlement Claims Administrator shall be final; provided, however, that Class Counsel, Toyota's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims. If Class Counsel, Toyota's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Toyota's Counsel and/or Denso's Counsel shall inform the Settlement Claims Administrator, who shall instruct Toyota and/or Denso's Counsel to pay said Claims. If Class Counsel, Toyota's Counsel, and Denso's Counsel disagree with the Settlement Claims Administrator's initial determination, they shall so notify the Settlement Claims Administrator, with explanation, and the Settlement Claims Administrator shall make a final determination as to whether the Claim shall be paid. If a Claim is rejected in full or in part, the Settlement Claims Administrator shall direct the Settlement Notice Administrator to mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

#### **d. Procedure for Denial of Coverage**

If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps under the Customer Support Program for Additional Vehicles, or the Extended New Parts Warranty for Subject Vehicles and the SSC Vehicles, the Class Member and/or subsequent purchaser/lessee may take the Covered Vehicle to a second Toyota Dealer for an independent determination. If the second Toyota Dealer determines that the Covered Vehicle qualifies for a repair and/or replacement of the fuel pump kit, the Class Member shall be provided those benefits as provided in this Agreement.

### **9. How do I dispute the refusal of a benefit under the Settlement Agreement?**

In the event there remains a dispute by a Class Member relating to entitlement to any benefit under the Customer Support Program, the Loaner/Towing Program, the Extended New Parts Warranty, and/or Out-of-Pocket Claims Process that is not resolved after exhausting all other means of resolution available under this Settlement, the Settlement Claims Administrator or the Settlement Notice Administrator, as the case may be, shall provide a written notice of same, together with all necessary documentation, to the Settlement Special Master, Class Counsel, Toyota's Counsel and Denso's Counsel within fifteen (15) days of the final act constituting the denial of the benefit. Class Counsel, Toyota's Counsel, and Denso's Counsel shall confer and either make a joint recommendation to the Settlement Claims Administrator or separately relay their positions concerning the dispute to the Settlement Claims Administrator within thirty (30) days. The Settlement Claims Administrator shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties, or Settlement Notice Administrator within thirty (30) days. Toyota's Counsel, Denso's Counsel, and/or the Settlement Notice Administrator shall implement the Settlement Claims Administrator's determination within thirty (30) days; provided, however, that if the determination was to allow, in full or in part, a previously denied Claim, the Settlement Notice Administrator shall pay the Claim in the next distribution of checks for allowed Claims.

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During the twelve (12) months after the Final Effective Date, the Settlement Claims Administrator and the Settlement Notice Administrator, with cooperation of Toyota’s Counsel and Denso’s Counsel, shall provide quarterly reports to Class Counsel concerning the implementation of and Class Member participation in the Customer Support Program.

## **10. 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 and Denso from liability and will not be able to sue Toyota and Denso about the issues in the lawsuit, but will not be releasing any claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle. The Settlement Agreement at Section VII 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 D to this Notice. The Settlement Agreement is available at [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). You can talk to one of the lawyers listed in Question 14 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 Defendants over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

## **11. If I exclude myself, can I get anything from this settlement?**

If you exclude yourself, you do not get settlement benefits and you will not be bound by anything that happens in this lawsuit. 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 and Denso in the future about the issues in the lawsuit.

## **12. If I do not exclude myself, can I sue later?**

Unless you exclude yourself, you give up the right to sue Toyota and Denso for the claims resolved by this settlement. If you do not exclude yourself and the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Toyota and Denso about the issues in the lawsuit.

## **13. How do I get out of the settlement?**

To exclude yourself from the settlement, you must submit a written request saying that you want to be excluded from the settlement. **In your letter, you must include:** (a) a heading which refers to the lawsuit, *Cheng, et al., v. Toyota Motor Corp., et al., Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.)*; (b) the excluding Class Member’s full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon

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which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s); (d) a request that the Class Member wants to be excluded from the Action; and (e) the excluding Class Member’s dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient). You can’t ask to be excluded over the phone or at the settlement website. You **must** mail your letter with your exclusion request postmarked no later than **December 2, 2022** to:

**Cheng v. Toyota Motors**  
**c/o Kroll Settlement Administration**  
**Po Box 5324**  
**New York, NY 10150-5324**

Your letter with your exclusion request must be postmarked no later than **December 2, 2022**, to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check **www.ToyotaFuelPumpsSettlement.com** regularly for updates regarding the settlement.

## **E. THE LAWYERS REPRESENTING YOU**

### **14. 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”: W. Daniel “Dee” Miles III and Demet Basar of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. are Class Counsel. Their contact information is as follows:

W. Daniel “Dee” Miles III Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. 218 Commerce Street Montgomery, Alabama 36104 Tel.: (800) 898-2034 E-mail: Dee.Miles@BeasleyAllen.com	Demet Basar Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. 218 Commerce Street Montgomery, Alabama 36104 Tel.: (800) 898-2034 Email: Demet.Basar@BeasleyAllen.com
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If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

### **15. How will the lawyers be paid?**

The law firms that worked on this Action will ask the Court for Attorneys’ Fees in an amount up to \$28,500,000.00 (twenty-eight million five hundred thousand dollars and no cents) and Costs and Expenses in an amount up to \$500,000.00 (five hundred thousand dollars and no cents).

Class Counsel will also ask the Court to award each of the Class Representatives service awards in an amount up to of \$3,500.00 (three thousand five hundred dollars and no cents) each for Class Representatives who had their vehicles inspected, and \$2,500.00 (two thousand five hundred dollars and no cents) each for Class Representatives without inspections for the time and effort spent representing Class Members. A total of up to 4 Class Representatives had their vehicles inspected, resulting in an amount up to \$14,000.00. A total of 29 Class Representatives did not have their

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vehicles inspected, resulting in an amount of \$72,500.00. The full amount of service awards for all 33 Class Representatives is up to \$86,500.00 (eighty-six thousand five hundred dollars and no cents).

At the conclusion of the Parties reaching agreement on the substantive material terms of this Settlement Agreement, the Parties mediated attorneys' fees and costs and individual Class Representative service awards with the assistance of Settlement Special Master Patrick A. Juneau. Following a series of intensive negotiations between the Parties and the Settlement Special Master Juneau on August 11, 2022, the Parties requested that Settlement Special Master Juneau propose a mediator's number for the amount of attorneys' fees; Settlement Special Master Juneau provided the Parties with \$28,500,000.00 for attorneys' fees. After discussion with the clients, the Parties subsequently agreed to accept the Settlement Special Master Juneau's mediator number.

The Court must approve the request for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards. Class Counsel will file the motion for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the settlement website. The amounts awarded by the Court will be paid by Defendants in addition to all other settlement benefits. Under no circumstances will Defendants' payment of Attorneys' Fees, Costs and Expenses and Class Representative service awards reduce your settlement benefits.

In order to pay the Attorneys' Fees, Costs, and Expenses and Class Representative service awards, the Parties, through their respective counsel, shall move the Court to establish and create a Qualified Settlement Fund ("QSF"), pursuant to Internal Revenue Code § 468B and the Regulations issued thereto, which shall be used to deposit and distribute Class Counsel's Attorneys' Fees, Costs, and Expenses and Class Representative service awards as may be awarded by the Court, with the QSF to be held by the Escrow Agent. All payments to be made by Defendants pursuant to this Agreement shall be made by wire transfer into an Escrow Account, established and controlled consistent with and pursuant to an Escrow Agreement at a mutually-agreed-upon bank with a preference for a bank located in New York State. 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 United States Government fully-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, accountants, and the Tax Administrator) (collectively, "Taxes") shall be timely paid by Defendants without prior Order of the Court. All other expenses related to the Escrow Account and/or QSF (including but not limited to the payment of the Escrow Account officer), shall be paid for separately, by Defendants. The Parties agree that the Escrow Agent, with the assistance of the Tax Administrator, shall be responsible for filing tax returns for the QSF and paying from the Escrow Account any Taxes owed with respect to the QSF.

The Parties agree that the Escrow Account shall be treated as a QSF from the earliest date possible and agree to any relation back election required to treat the Escrow Account as a QSF from the earliest date possible. The Escrow Account shall be initially comprised of one fund which shall be a single QSF. Toyota, Denso, the Settlement Special Master, Class Representatives, and Class Counsel shall

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have no responsibility with respect to taxes owed by the QSF or Class Members who receive distributions from the QSF pursuant to this Settlement Agreement.

Defendants agree to deposit the amount of the Attorneys' Fees, Costs, and Expenses and Class Representative service awards into a QSF no later than ninety (90) days from the date of the issuance of the preliminary approval order by the Court. The timing of the distribution of the Attorneys' Fees, Costs, and Expenses and Class Representative service awards, as awarded by the Court in the issued Final Order, shall be at the discretion of Settlement Special Master Juneau.

Following the Court's grant of Final Approval, the Settlement Special Master may distribute funds from the QSF.

If the Court does not grant final approval to the Settlement, any funds remaining in the QSF shall revert to Defendants, as per their contributions, and any such funds paid into the QSF and not returned to Defendants will be credited towards any eventual settlement that may be approved.

## F. OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. You can also object to the request for attorneys' fees, costs and expenses and the request for Class Representative service awards. To object, you must file electronically or mail to the Clerk of the Court a written objection **signed by you** saying that you object to the settlement in *Cheng, et al., v. Toyota Motor Corp., et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.), to the Clerk of Court (identified below) so that it is received or filed no later than **November 25, 2022** and copies must be mailed to the attorneys listed in the section below.

In your objection, you, as the objector, must include: : (a) a heading which refers to the lawsuit, *Cheng, et al., v. Toyota Motor Corp., et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.); (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member; (d) whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to

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compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses; (g) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (h) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal; (i) if the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection; (j) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (k) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (l) the objector's original signature and date of signature, both of which must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

If not electronically filed, objections must be mailed to:

Clerk of Court  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201  
Re: *Cheng*, Case No. 1:20-cv-00629-WFK-JRC

With copies mailed to:

John P. Hooper  
King & Spalding LLP  
1185 Avenue of the Americas  
34th Floor  
New York, New York 10036

Daniel R.W. Rustmann  
BUTZEL LONG, P.C.  
150 W. Jefferson, Suite 100  
Detroit, MI 48226

W. Daniel "Dee" Miles III  
Demet Basar  
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
218 Commerce Street  
Montgomery, Alabama 36104

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## **17. What is the difference between objecting and excluding?**

Excluding yourself is telling the Court that you do not 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 do not like something about the settlement, the requested fees, costs and expenses, and/or Class Representative service awards. 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 (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

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

The Court will hold a Fairness Hearing at **10:00 a.m. Eastern time on December 14, 2022**, at the United States District Courthouse, Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs and expenses, and the request for Class Representative service awards. 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 20 below). After the hearing, the Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing Class Members and the Class Representatives. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the settlement website periodically for further updates.

## **19. 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 do not 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, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

## **20. 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 *Cheng, et al., v. Toyota Motor Corp., et al.*," to the Clerk of Court so that it is received and filed no later than **November 25, 2022**. You must include your name, address, telephone number, the year, make and model and VIN

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number of your vehicle, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **10:00 a.m. Eastern time on December 14, 2022**. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 21. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the settlement at **[www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com)**. You can also call the toll-free number, **1-833-512-2318** or write the settlement administrator at **Cheng v. Toyota Motors, c/o Kroll Settlement Administration, Po Box 5324 New York, NY 10150-5324**.

### 22. 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 settlement website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator.

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**Appendix A – Exhibit 1b from the Settlement Agreement – Additional Vehicles**

“Additional Vehicles” means those vehicles that are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221- that are identified in the chart below:

Make	Model Years	Model	Production Period
Toyota	2015-2018, 2019	4Runner	February 20, 2015 – May 31, 2018, April 5, 2019 – July 26, 2019
Toyota	2018	Avalon	October 24, 2017 – March 31, 2018
Toyota	2019-2020	Avalon Hybrid	June 11, 2019 – August 28, 2019
Toyota	2019-2020	Camry Hybrid	August 8, 2019 – August 28, 2019
Toyota	2019-2020	Camry	August 7, 2019 – January 23, 2020
Toyota	2019-2020	Corolla Hatchback	November 10, 2018 – August 30, 2019
Toyota	2019-2020	Corolla	May 9, 2018 – October 18, 2019
Toyota	2015-2020	Land Cruiser	March 12, 2015 – July 20, 2018, April 8, 2019 – August 2, 2019
Toyota	2019-2020	RAV4	November 7, 2018 – February 10, 2020
Toyota	2019-2020	RAV4 Hybrid	January 28, 2019 – February 13, 2020
Toyota	2018-2020	Sequoia	October 26, 2017 – November 19, 2019
Toyota	2019-2020	Tacoma	June 18, 2019 – September 11, 2019
Toyota	2018-2020	Tundra	October 25, 2017 – November 7, 2019
Lexus	2019-2020	ES 300h	February 21, 2019 – February 26, 2020
Lexus	2018	ES 350	October 24, 2017 – March 31, 2018
Lexus	2015-2017	GS 350	February 20, 2015 – July 5, 2017
Lexus	2015-2019	GX 460	February 20, 2015 – May 31, 2018 April 5, 2019 – July 26, 2019
Lexus	2015-2016	IS 350	February 23, 2015 – September 30, 2016
Lexus	2015-2020	LX570	March 12, 2015 – July 20, 2018 April 8, 2019 – August 2, 2019
Lexus	2015-2020	NX 200t / NX 300	June 3, 2015 – May 11, 2018, April 22, 2019 – January 10, 2020
Lexus	2015-2017	RC350	February 24, 2015 – November 28, 2017
Lexus	2019	UX 200	February 10, 2019 – September 2, 2019
Toyota	2015-2018, 2019	4Runner	February 20, 2015 – May 31, 2018, April 5, 2019 – July 26, 2019

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**Appendix B – Exhibit 2 from the Settlement Agreement – Subject Vehicles**

“Subject Vehicles” means those vehicles that were identified as part of the Recall<sup>4</sup>, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and/or are recalled vehicles that are listed in the chart below:

Make	Model Years	Model	Production Dates
Toyota	2014-2015, 2018-2019	4Runner	Early September 2013 – Mid-February 2015, Late May 2018 – Early April 2019
Toyota	2018-2020	Avalon	Early April 2018 – Early October 2019
Toyota	2018-2020	Camry	Mid-November 2017 – Mid-February 2019
Toyota	2018-2020	Corolla	Mid-October 2017 – Early July 2019
Toyota	2019	Corolla Hatchback	Mid-June 2018 – Early November 2018
Toyota	2014	FJ Cruiser	Early September 2013 – Early August 2014
Toyota	2017-2019	Highlander	Mid-July 2017 – Early December 2019
Toyota	2014-2015, 2018-2019	Land Cruiser	Early September 2013 – Mid-March 2015, Mid-July 2018 – Early April 2019
Toyota	2019-2020	RAV4	Early October 2018 – Early October 2019
Toyota	2018-2020	Sequoia	Early April 2018 – Late July 2019
Toyota	2017-2020	Sienna	Early September 2017 – Early September 2019 1
Toyota	2017-2020	Tacoma	Early September 2017 - Mid-September 2019
Toyota	2018-2020	Tundra	Early April 2018 – Mid-July 2019
Lexus	2018-2020	ES350	Mid-November 2017 – Early September 2019
Lexus	2017	GS200t	Late July 2017 – Early September 2017
Lexus	2018, 2019	GS300	Mid-October 2017 – Early June 2018, Mid- September 2018 – Mid January 2019, Mid- May 2019 – Mid-May 2019
Lexus	2013-2014, 2015, 2017- 2019	GS350	Early September 2013 – Late July 2014, Early September 2014 – Late February 2015, Early July 2017 – Late May 2019
Lexus	2014-2015, 2018-2019	GX460	Early September 2013 – Mid-February 2015, Late May 2018 – Early April 2019
Lexus	2014	IS-F	Mid-September 2013 – Late July 2014
Lexus	2017	IS200t	Early July 2017 – Early October 2017
Lexus	2018-2019	IS300	Early October 2017 – Mid-May 2019
Lexus	2014-2015, 2018-2019	IS350	Early September 2013 – Late February 2015, Early October 2017 – Mid-May 2019

<sup>4</sup> “Recall(s)” means Toyota’s recalls of the Subject Vehicles, namely, Toyota’s Recall 20V-012 submitted to NHTSA on or about January 13, 2020, the amendments submitted for Recall 20V-682 on or about November 4, 2020, and the amendments submitted for Recall 21V-617 on or about August 6, 2021, as identified in Exhibit 2 (above), and any expansions related thereto prior to Preliminary Approval.

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Lexus	2018-2020	LC500	Mid-July 2017 – Mid-June 2019
Lexus	2018-2020	LC500h	Mid-July 2017 – Early June 2019
Lexus	2013-2015	LS460	Early September 2013 – Late February 2015
Lexus	2018-2020	LS500	Late July 2017 – Late May 2019
Lexus	2018-2019	LS500h	Early October 2017 - Late May 2019
Lexus	2014-2015, 2018-2019	LX570	Early September 2013 – Mid-March 2015, Mid-July 2018 – Early April 2019
Lexus	2015	NX200t	Mid-October 2014 – Early June 2015
Lexus	2018-2019	NX300	Mid-May 2018 – Mid-April 2019
Lexus	2017	RC200t	Mid-September 2017 – Late November 2017
Lexus	2018-2019	RC300	Late November 2017 – Mid-May 2019
Lexus	2015, 2018- 2019	RC350	Mid-April 2014 – Late February 2015, Late November 2017 – Mid-May 2019
Lexus	2017-2020	RX350	Early July 2017 – Early December 2019
Lexus	2018-2020	RX350L	Early August 2017 – Early September 2019
Lexus	2019	UX200	Late June 2018 – Mid-February 2019
Toyota	2019-2020	Yaris Hatchback	Early October 2018 – Early February 2020
Toyota	2019-2020	Yaris Sedan	Early October 2018 – Early February 2020
Toyota	2019-2020	Yaris R	Early October 2018 – Early February 2020
Toyota	2018-2019	86	Early April 2018 – Early November 2018

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**Appendix C – Exhibit 1a from the Settlement Agreement – SSC Vehicles**

“SSC Vehicles” means the vehicles identified as part of the Special Service Campaigns 21LC01 and 21TC03, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and are listed in the chart below:

Make	Model Years	Model	Production Period
Toyota	2017 – 2019	Highlander Hybrid	Mid-July 2017 – Early December 2019
Toyota	2018 – 2020	Camry Hybrid	Late October 2017 – Mid-September 2019
Toyota	2019	Avalon Hybrid	Mid-April 2018 – Early June 2019
Toyota	2019	RAV4 Hybrid	Early January 2019 – Late September 2019
Lexus	2013 – 2015	LS 600h	Mid-September 2013 – Late February 2015
Lexus	2014 – 2015	GS 450h	Mid-September 2013 – Late February 2015
Lexus	2017 – 2020	RX 450h	Early July 2017 – Early December 2019
Lexus	2018 – 2020	RX 450h L	Mid-October 2017 – Early September 2019
Lexus	2018	GS 450h	Mid-July 2018 – Late August 2018
Lexus	2019	ES 300h	Early July 2018 – Early June 2019

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**Appendix D – Section VII from the Settlement Agreement – Release and Waiver**

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

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees 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, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles' Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint ("Released Claims"); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order will reflect the terms of this Release.

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

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know

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or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Judgment and Final Order to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

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

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.

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, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

K. In consideration for the Settlement Agreement, Toyota and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final

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Order shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement 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 Settlement 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 Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Judgment and Final Order entered by the Court.

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