

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

If You Currently or Previously Owned, Purchased, or Leased a 2010-2015 Prius or 2012-2017 Prius V, You Could Get Benefits from a Class Action Settlement.

Para ver este aviso en español, visite www.toyotapriusinvertersettlement.com

This Long Form Notice contains important information about your legal rights and options and deadlines by which you must exercise them. Please read it carefully. All capitalized words and terms are defined in the Settlement Agreement, which can be found at www.toyotapriusinvertersettlement.com.

Your legal rights are affected, whether you act or do not act.

- There is a proposed settlement of a class action lawsuit against Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc. (“Toyota”) concerning the Intelligent Power Module (“IPM”), which is a component in the hybrid inverter assemblies (“Inverters”) Toyota installed in 2010-2015 Prius and 2012-2017 Prius V vehicles, which were the subject of Safety Recalls E0E, F0R, J0V, and/or 20TA10 (also referred to in this Notice as the “Subject Vehicles”).
- If you currently own or lease **as of May 19, 2022**, or once owned or leased, one or more Subject Vehicles, you are included in the settlement unless you exclude yourself from the Class in the manner described below.
- The proposed settlement provides the following benefits, subject to certain terms and conditions: (1) a Customer Confidence Program which enhances the current warranty to provide certain repairs to and/or the replacement of the IPM and/or Inverter at no cost to you or subsequent purchasers and/or transferees of the Subject Vehicles for 20 years from the date the Subject Vehicle was first put into use; (2) free loaner vehicles and/or towing of the Subject Vehicle in certain situations for the duration of the Customer Confidence Program; (3) reimbursement for the following expenses not previously reimbursed by Toyota: (a) the cost to repair or replace an IPM or Inverter, (b) rental car expenses incurred in connection with the repair or replacement of an IPM or Inverter, (c) towing expenses incurred in connection with the repair or replacement of an IPM or Inverter; and (4) possible Redistribution Checks, subject to certain terms and conditions; and (5) if the Settlement Fund has a balance after Redistribution Checks are sent, charitable, *cy pres*, payments of the balance made to Texas A&M University Transportation Institute.

ALL DATES IN THIS NOTICE ARE SUBJECT TO CHANGE. Please periodically check the Settlement Website at www.toyotapriusinvertersettlement.com, because it will be updated with additional information.

A. BASIC INFORMATION

1. What is this Long Form Notice about?

A Court authorized this Long Form Notice (hereafter, “Notice”) because you have a right to know about a proposed settlement of two class action lawsuits and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement. The class actions were consolidated by the Court under the name of *Remy McCarthy, et al., v. Toyota Motor Corp., et al.*, No. 8:18-CV-00201-JLS-KES. The defendants are Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc. (hereinafter, “Toyota”). This Notice explains the claims and allegations in the litigation, 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 www.toyotapriusinvertersettlement.com for updates.

Please do not contact the Court or Toyota Dealers regarding the details of this settlement while it is pending before the Court. All questions should be directed to the Settlement Notice Administrator at 1-833-942-3997.

Your legal rights may be affected even if you do not act. All dates are subject to change. Please periodically check the Settlement Website at www.toyotapriusinvertersettlement.com for updated information.

YOUR RIGHTS AND CHOICES

| <i>YOU MAY:</i> | | <i>DATE/CLAIM PERIOD</i> |
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| <p>FILE A REGISTRATION AND REIMBURSEMENT CLAIM FORM TO SEEK REIMBURSEMENT OF CERTAIN OUT-OF-POCKET EXPENSES</p> | <p>You may submit a Registration and Reimbursement Claim Form for the following out-of-pocket costs on a Subject Vehicle that were incurred prior to the Final Effective Date and that were not otherwise reimbursed by Toyota: (a) the cost to repair or replace an IPM or Inverter, (b) rental car expenses incurred in connection with the repair or replacement of an IPM or Inverter and/or (c) towing expenses incurred in connection with the repair or replacement of an IPM or Inverter.</p> <p>Filing a claim can be done on-line or by mail and is the <u>only</u> way that you can get reimbursed for these out-of-pocket costs.</p> | <p><i>The deadline to submit the Registration and Reimbursement Claim Form is three months after the Final Effective Date</i></p> <p><i>If the Settlement is Approved on January 13, 2023, the Final Effective Date is currently anticipated to be February 12, 2023.</i></p> |
| <p>FILE A REGISTRATION AND</p> | <p>If you are a Class Member who had the Inverter and/or IPM in your Subject Vehicle replaced (at your own expense or under warranty) prior to the Final Effective</p> | <p><i>The deadline to submit the Registration and Reimbursement Claim</i></p> |

| YOU MAY: | | DATE/CLAIM PERIOD |
|---|---|--|
| REIMBURSEMENT CLAIM FORM FOR POTENTIAL PAYMENT OF A REDISTRIBUTION CHECK | <p>Date, you may be eligible for a Redistribution Check for up to \$250, which will be available only if sufficient funds remain in the initial Settlement Fund once all valid Out-of-Pocket Claims have been paid out of that Settlement Fund, unless it is administratively unfeasible.</p> <p>If Toyota possesses information sufficient to determine that your Subject Vehicle has had its IPM or Inverter replaced and how to contact you, you will be notified by First-Class mail that a Redistribution Check will be sent to you without the need for you to file a Registration and Reimbursement Claim Form (but, again, only if money remains in the Settlement Fund after all claims for reimbursement of out-of-pocket expenses have been paid, unless it is administratively unfeasible).</p> <p>Unless you have received notice that you are automatically registered for this benefit, you <u>must</u> submit a timely Registration and Reimbursement Claim Form to be eligible for redistribution funds.</p> | <p><i>Form is three months after the Final Effective Date.</i></p> <p><i>If the settlement is approved on January 13, 2023, the Final Effective Date is currently anticipated to be February 12, 2023.</i></p> |
| OBTAIN OTHER SETTLEMENT BENEFITS | <p>Upon the Final Effective Date, Toyota will implement the Customer Confidence Program. If you have not opted out of the settlement, your Subject Vehicle will be covered by the Customer Confidence Program, which enhances existing warranties by providing certain cost-free repairs or replacements of the IPM and/or Inverter for twenty (20) years from the date of First Use of the Subject Vehicle pursuant to certain terms.</p> <p>The Settlement also provides a Loaner/Towing Program, whereby, under certain conditions and without cost to Class Members Toyota shall provide (i) a complimentary Loaner Vehicle as set forth in the Settlement Agreement and/or (ii) either towing or reimbursement for towing expenses to the Toyota Dealer as set forth in the Settlement Agreement, in order for the Subject Vehicle to undergo an Inverter and/or IPM repair and/or replacement pursuant to certain terms.</p> | <p><i>This benefit shall begin on the Final Effective Date</i></p> <p><i>If the settlement is approved on January 13, 2023, the Final Effective Date is currently anticipated to be February 12, 2023.</i></p> |
| OBJECT | <p>Write to the Settlement Notice Administrator about why you do not like the proposed settlement. Sections 15-16</p> | <p><i>October 26, 2022</i></p> |

| YOU MAY: | | DATE/CLAIM PERIOD |
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| | of this Notice contains important information about what you must do if you would like to object to this settlement. | |
| EXCLUDE YOURSELF | Ask to opt out of (exclude yourself from) the Class and the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Toyota about the issues in your own lawsuit, with your own lawyers. If you exclude yourself you cannot object to the settlement. Sections 9-12 of this Notice contain important information about what you must do if you choose to opt out of/exclude yourself from this settlement. | <i>October 26, 2022</i> |
| 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, if you want to, you may enter an appearance on your own or through your own lawyer in addition to filing an objection. 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. Sections 17-19 of this Notice contains important information about what you must do if you would like to exercise this option. | <i>Submission of notice of intention to appear deadline - October 26, 2022</i> <i>Fairness Hearing – January 13, 2023 at 10:30 a.m. Pacific</i> |
| 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 Plaintiffs in this case alleged that certain Toyota Prius and Prius V vehicles contain defective inverters. More specifically, Plaintiffs allege that thermal and electrical stress resulted in the failure of transistors in the IPMs (a component of the hybrid inverter assembly) Toyota installed in 2010 to 2014 model year Prius and 2012 to 2014 model year Prius V hybrid vehicles, causing the vehicles to suddenly decelerate and stall while being driven, despite Toyota's claim that Safety Recalls E0E and F0R, which it conducted in 2014 and 2015, respectively, corrected the problem.

In late January and early February 2018, the Plaintiffs brought two separate class actions against Toyota, which were later consolidated in the U.S. District Court for the Central District of California, alleging violations of consumer-protection laws, breaches of warranty, and unjust enrichment. The Amended Consolidated Class Action Complaint, which contains each of the allegations and claims that the Plaintiffs have made in this case, is available online at www.toyotapriusinvertersettlement.com. Toyota denies all of the allegations in the class actions.

During the course of the litigation, Toyota conducted two additional safety recalls—Safety Recall J0V in late 2018/early 2019, which involved all the vehicles that were the subject of Safety Recalls E0E and F0R, and Safety Recall 20TA10 in mid-2020, which involved the third-generation Prius and Prius V vehicles that were not subject to any of the previous safety recalls (*i.e.*, certain 2013 to 2015 Prius and certain 2014 to 2017 Prius V vehicles)—for the purpose of installing new software to prevent the Subject Vehicles from stalling in the event of an IPM or Inverter malfunction or failure and allow Subject Vehicles to continue driving at speeds of up to ~60 miles per hour.

After more than three years of litigation and more than a year of settlement negotiations, the Plaintiffs and Toyota reached an agreement to settle this case, which is described in this Notice.

3. What vehicles are included in the settlement?

This settlement involves 2010 to 2015 model year Prius vehicles and 2012 to 2017 model year Prius V vehicles that were the subject of Safety Recall E0E, F0R, J0V, and/or 20TA10. These vehicles are included in this settlement, and you are entitled to seek settlement benefits if you remain in the Class, even if you have not previously had an eligible Subject Vehicle serviced in response to the safety recall notices.

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 so their claims can be resolved in a single case if the Court certifies the case as a class action. Together, these people are called the “Class” or “Class Members.” Once a settlement of a class action is approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The class has been certified as a class-action for settlement purposes only.

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 eligible Class Members will receive benefits under the

Settlement Agreement. All Class Members who do not opt out of the settlement will also be releasing Toyota from liability, however, Class Members will not be releasing claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle. The settlement does not mean that Toyota broke any laws or did anything wrong, and the Court has not ruled on these claims. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. This class has been certified as a class action for settlement purposes only. 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, which includes 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. You can obtain a copy of the Settlement Agreement and the amendment to the Settlement Agreement at www.toyotapriusinvertersettlement.com, under “Documents.”

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 (a) who, as of **May 19, 2022**, owns or leases a Subject Vehicle, or (b) who, at any time **before May 19, 2022**, owned or leased a Subject Vehicle. This is called the “Class.” The Class has been certified for settlement purposes only.

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) Plaintiffs’ Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

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 **1-833-942-3997**, or visit **www.toyotapriusinvertersettlement.com** and click “Am I a Class Member?” Please do not contact Toyota Dealers regarding the details of this settlement while it is pending before the Court, as the Court has ordered that all questions should be directed to the Settlement Notice Administrator.

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

8. When do I get benefits and what does the settlement provide?

If you are a Class Member, whether and what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on www.toyotapriusinvertersettlement.com, including the FAQs, and the Settlement Agreement and the amendment to the Settlement Agreement. The Court still has to decide whether to finally approve the settlement. However, no benefits have to be provided and no releases of liability will be given 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 (called the “Final Effective Date.”).

We do not know if or when the Court will finally approve the settlement 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. If the Settlement is approved on January 13, 2023, the Final Effective Date is currently anticipated to be February 12, 2023, however, this date is subject to, and will likely change.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Registration and Reimbursement 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.

All relevant dates will be posted *at* www.toyotapriusinvertersettlement.com. ***Please check the website frequently for updates.***

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| a. What is the Customer Confidence Program and when does it Start? |
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As of the Final Effective Date (currently anticipated to be February 12, 2023 if the settlement is approved on January 13, 2023, but subject to change), Toyota will implement a Customer Confidence Program, which will enhance existing warranties by providing certain repairs or replacements of the IPM or Inverter in Subject Vehicles at no cost to Class Members or subsequent purchasers and/or transferees of their vehicles for twenty (20) years/unlimited miles from the date of First Use of the Subject Vehicle on the following terms:

- (i) Toyota shall extend coverage for the Subject Vehicles under the Current Warranty Enhancement Programs (which relates to diagnostic trouble codes (“DTCs”) P0A94, P0A1A, P324E, and P3004) to provide coverage for a total of twenty (20) years from the date of First Use of the Subject Vehicle.
- (ii) In addition to the coverage provided for in Section C.1(a) above, Toyota shall repair and/or replace the Inverter if a Toyota Dealer: (i) identifies that either DTC P0A7A and/or DTC P0A78 have been triggered; (ii) confirms that the Inverter has failed; and (iii) determines that the Inverter needs to be repaired and/or replaced.
- (iii) Toyota shall also repair and/or replace the Inverter if a Toyota Dealer: (i) confirms that the Inverter has failed due to a Thermal Event, regardless of what DTC is triggered; and (ii) determines that the Inverter needs to be repaired and/or replaced.
- (iv) Toyota shall also repair and/or replace the IPM regardless of what DTC (if any) is triggered if a Toyota Dealer: (i) confirms that the IPM has failed; and (ii) cannot demonstrate that the IPM failure was due to anything other than Thermal Stress.

A Class Member's rights under the Customer Confidence Program are transferred with the Subject Vehicle.

Class Members and subsequent purchasers and/or transferees of their Subject Vehicles who are denied coverage under the Customer Confidence Program once it is in effect and wish to appeal the denial must submit an appeal form to the Settlement Claims Administrators electronically via the settlement website or by mail.

After the Customer Confidence Program is in effect, an appeal form will be made available on the settlement website at www.toyotapriusinvertersettlement.com. The QR Code Information Re Vehicle Benefits Sheet contains additional information and is attached to this Notice as Exhibit B. After reviewing the completed appeal form and the accompanying documentation, the Settlement Claims Administrators shall make a final determination as to whether coverage should be provided pursuant to the Customer Confidence Program. Please note, the appeal form **can not** be used prior to the implementation of the Customer Confidence Program, which will go into effect on the Final Effective Date.

b. How will I be reimbursed for out-of-pocket expenses and what is the deadline?

As part of this settlement, Toyota agrees to pay a total of \$20,000,000.00 into a non-reversionary initial Settlement Fund. The settlement amount is to be used to fund the Out-of-Pocket Claims Process and to pay for tax preparation associated with the Settlement Fund. All other expenses related to the settlement, including notice and administrative fees and costs, attorneys' fees and costs and incentive awards to class representatives, as awarded by the Court, are being separately paid by Toyota, and will not be deducted from this fund.

If there is a sufficient balance in the initial Settlement Fund after all eligible Out-of-Pocket Claims have been paid and after all uncashed checks are redeposited, as determined by the Settlement Claims Administrators, the balance shall be distributed pro rata as Redistribution Checks to Class Members **who cashed their initial Reimbursement Payment**, and to Class Members who had their Inverter and/or IPM replaced prior to the Final Effective Date, but who did not incur reimbursable out-of-pocket expenses, unless it would be administratively unfeasible to do so. Redistribution Checks will be distributed pro rata and capped at \$250 per person, and shall be treated in the same manner as Reimbursement Payments, with the exception that, after the Reimbursement Payment and Redistribution Check processes have been completed, uncashed checks will be distributed *cy pres* to the Texas A & M University Transportation Institute.

If the amount in the initial \$20,000,000 Settlement Fund is insufficient to pay eligible Out-of-Pocket Claims, Toyota will provide additional funds sufficient to pay all such eligible Out-of-Pocket Claims, as directed by the Settlement Claims Administrators. Toyota shall not, however, add additional funds to cover Redistribution Checks. If it is administratively unfeasible to provide Redistribution Checks after eligible Out-of-Pocket Claims are paid, there will be no Redistribution Payment, and any remaining funds will be distributed *cy pres*, to Texas A&M's Transportation Institute.

c. What is a Redistribution Check and how do I get one?

Certain Class Members may be entitled to a Redistribution Check If there is money left in the initial Settlement Fund after all Out-of-Pocket Claims are paid, provided the Settlement Administrator determines it is administratively feasible to issue Redistribution checks.

This benefit is available to certain Class Members who **either** (1) had an IPM or Inverter in a Subject Vehicle repaired/replaced under warranty prior to the Final Effective Date, **or** (2) paid to repair/replace an IPM or Inverter in a Subject Vehicle prior to the Final Effective Date. If you receive a payment for reimbursable out-of-pocket expenses, you shall be given a minimum of 180 days to cash those checks, and will be advised, by notice included with the Reimbursement Payment checks, that, if those checks are not cashed within this timeframe, the uncashed checks will revert to the Settlement Fund to be redistributed as the Redistribution Checks. If you received a Reimbursement check that was not cashed, you will no longer be entitled to proceeds from the Settlement, including a Redistribution Check (if any).

If you have received a post card telling you that “You have been identified by Toyota as a person who has had an IPM or inverter in a Subject Vehicle repaired or replaced,” you are automatically registered to receive a Redistribution Check if there is one. In this case, you do NOT need to submit a Registration and Reimbursement Claim Form to be eligible for a Redistribution Check, however, you MUST still submit a Registration and Reimbursement Claim Form if you seek to recover reimbursable out-of-pocket expenses in addition to being eligible for a Redistribution Check (if any).

If you did NOT receive a post card telling you that “You have been identified by Toyota as a person who has had an IPM or inverter in a Subject Vehicle repaired or replaced,” and you replaced or repaired an IPM or inverter in a Subject Vehicle (in or out of warranty), you must submit a timely Registration and Reimbursement Claim Form to be eligible for a Redistribution Check. The same claim form can also be used to seek recovery of reimbursable out-of-pocket expenses (if any).

d. What Expenses are reimbursable and what does the Out-of-Pocket Claims Process Require?

If you submit a valid and timely Registration and Reimbursement Claim Form and the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you will be reimbursed for the following expenses, as long as they were not previously reimbursed by Toyota, and were incurred prior to the Final Effective Date (which, if the settlement is approved on January 13, 2023, is anticipated to be **February 12, 2023**, but is subject to change):

- (i) rental car expenses incurred in connection with the repair or replacement of an IPM or an Inverter;
- (ii) towing charges that had been incurred in connection with the repair or replacement of an IPM or an Inverter; and

- (iii) the cost of repairing or replacing an IPM or an Inverter.

To be eligible for Reimbursement Payment, (1) you must submit a Registration and Reimbursement Claim Form, and (2) the expenses must have been incurred prior to the Final Effective Date. The Registration and Reimbursement Claim Form can be filed out on-line at **www.toyotapriusinvertersettlement.com**. To facilitate claims processing, we encourage you to use the online option. If you wish to submit a claim by mail, you may obtain a copy of the form on the settlement website.

The deadline to submit your Registration and Reimbursement Claim Form and any supporting documentation to the Settlement Notice Administrator is three months after the Final Effective Date. If the Settlement is approved on January 13, 2023, the final Effective Date is anticipated to be **February 12, 2023**, and the **claims submission deadline is anticipated to be May 12, 2023**, however, these dates are subject to change. All changes will be posted to **www.toyotapriusinvertersettlement.com**.

e. What is the Loaner/Towing Program and When Does it take effect?

After the Final Effective Date (which is currently anticipated to be February 12, 2023 if the settlement is approved on January 13, 2023, but likely subject to change), pursuant to the Loaner/Towing Program **and upon request** from Class Members or subsequent purchasers and/or transferees of their Class Vehicles, Toyota shall provide the following without cost:

- (i) A complimentary Loaner Vehicle, while the repair and/or replacement of the Subject Vehicle's IPM and/or Inverter is being performed, only if the repair and/or replacement exceeds four (4) hours to perform and/or the Subject Vehicle is required by the Toyota Dealer to remain at the dealership overnight. A Loaner Vehicle is available starting with the day on which the Subject Vehicle is brought to a Toyota Dealer for repair and/or replacement of the Inverter and/or IPM until the day that work is completed.
- (ii) A complimentary tow to a Toyota Dealer in order for the Subject Vehicle to undergo an Inverter and/or IPM repair and/or replacement pursuant to the terms of this Settlement Agreement, as follows:
 - a. If a Class Member or subsequent purchaser or transferee of their Subject Vehicle is uncomfortable driving their Subject Vehicle to a Toyota Dealer, and the Subject Vehicle is not on a public roadway (meaning it is in the garage or driveway of the Class Member or the subsequent purchaser and/or transferee), they must contact a Toyota Dealer to arrange for towing. If a Class Member or subsequent purchaser or transferee of their Subject Vehicle is uncomfortable driving their Subject Vehicle to a Toyota Dealer and the Subject Vehicle is on a public roadway (anywhere other than their garage or driveway), they should contact a Toyota Dealer to arrange for towing and/or contact Toyota's 24/7

Roadside Assistance Hotline at 1-800-444-4195 to obtain towing to the nearest Toyota Dealer.

- b. If a Class Member or subsequent purchasers and/or transferees of their Subject Vehicle is uncomfortable driving their Subject Vehicle to a Toyota Dealer and they are unable to obtain a tow from a Toyota Dealer or Toyota's 24/7 Roadside Assistance Hotline within a reasonable amount of time, then Toyota will reimburse reasonable towing expenses to the nearest Toyota Dealer, up to a maximum of \$250 per tow. Toyota Dealers shall provide reimbursement for such towing expenses. Information about how to obtain Reimbursement for towing after the Customer Confidence Program begins can be found at www.toyotapriusinvertersettlement.com.

Towing and inspection charges may apply if the Subject Vehicle does not require repair or replacement of an IPM or Inverter under the settlement. More information can be found in the QR Information Sheet, which is attached to this Notice as Exhibit B.

After the Loaner/Towing Program is in effect, an appeal form will be made available on the settlement website at www.toyotapriusinvertersettlement.com. The QR Code Information Re Vehicle Benefits Sheet contains additional information and is attached to this Notice as Exhibit _____. After reviewing the completed appeal form and the accompanying documentation, the Settlement Claims Administrators shall make a final determination as to whether coverage should be provided pursuant to the Customer Confidence Program. Please note, the appeal form **can not** be used prior to the implementation of the Customer Confidence Program, which will go into effect on the Final Effective Date.

f. What is a *cy pres* distribution and who is the proposed recipient

The *cy pres* doctrine allows for the distribution of undistributed settlement funds to charitable causes, which indirectly benefit the Settlement Class.

The proposed *cy pres* recipient in this case is Texas A&M's Transportation Institute ("TTI"). For 70 years, TTI has addressed complex transportation challenges and opportunities with innovation, objectivity and unmatched technical expertise. With expertise in engineering, planning, economics, policy, public engagement, environmental sciences, data sciences, and social sciences, TTI researchers play a key role in educating the next generation of transportation professionals, training students both in the laboratory and in the classroom. For more information, see generally <https://tti.tamu.edu/about/>.

9. What am I giving up by remaining in the Class?

If the settlement becomes final, Class Members who do not opt out of/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 VII describes the released claims in necessary legal terminology, so please read it carefully. For ease of reference, we also attach the full release section as Exhibit A to this Notice. The Settlement Agreement is available at

www.toyotapriusinvertersettlement.com.

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 opt out of/exclude yourself from this settlement. This is also known as “opting out” of the Class.

10. If I opt out of/exclude myself, can I get anything from this settlement?

No. If you opt out of/exclude yourself from the Settlement, you do not get the any of the settlement benefits. But, if you timely and properly request to opt out, 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 opt out of/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 do not opt out of/exclude myself, can I sue later?

No. Unless you opt out of/exclude yourself from the Settlement, 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 opt out of/exclude myself from the settlement?

To opt out of/exclude yourself from the settlement, you must either submit a request for exclusion electronically on the settlement website, or mail a written request for exclusion to the Settlement Notice Administrator specifying that you want to be excluded from the settlement. A request for exclusion form is available on the settlement website at www.toyotapriusinvertersettlement.com. If you wish to mail your request for exclusion to the Settlement Notice Administrator instead of submitting your request electronically, **your letter must include all of the following:**

- **your full name, current residential address, mailing address (if different), and telephone number.**
- **the model year, make, model, and VIN number of your vehicle(s)**
- **the name of the Action, *Remy McCarthy, et al., v. Toyota Motor Corp.*, and the case number (8:18-CV-00201-JLS-KES)**
- **a statement clearly indicating that you want to be excluded from the Class (e.g., “please exclude me from the class”); and**
- **signed and dated by you (an attorney’s signature is not sufficient).**

You cannot ask to be excluded over the phone. You must submit your request for exclusion **online by October 26, 2022**, or by mail **postmarked no later than October 26, 2022** and sent to:

**Prius IPM Settlement Notice Administrator
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324**

The deadlines found in this Notice may be changed by the Court. Please check www.toyotapriusinvertersettlement.com regularly for updates regarding the settlement.

D. THE LAWYERS REPRESENTING THE CLASS

13. Who Are the Class Counsel in the case?

The Court has appointed lawyers to collectively represent Class Members. These lawyers are called “Class Counsel”: Jeffrey L. Fazio and Dina E. Micheletti of Fazio Micheletti LLP and Amnon Z. Siegel of Miller Barondess LLP are Class Counsel. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Class Counsel’s contact information is as follows:

Jeffrey L. Fazio
Dina E. Micheletti
Fazio Micheletti LLP
1111 Broadway, Suite 400
Oakland, CA 94607
Tel: (925) 543-2555
Fax: (925) 369-0344
Website: www.fazmiclaw.com

Amnon Z. Siegel
Miller Barondess LLP
1999 Avenue of the Stars, Suite 1000
Los Angeles, CA 90067
Tel: (310) 552-4400
Fax: (310) 552-8400
Website: www.millerbarondess.com

14. How will the lawyers be paid?

The law firms that worked on this Action on behalf of the Class will ask the Court for an award of attorneys’ fees in the amount recommended by the Settlement Special Master appointed by the Court, which is \$19 million, and for reimbursement of their litigation expenses in an amount not to exceed \$600,000. Toyota will not oppose the request for attorneys’ fees, costs and expenses in these amounts.

Class Counsel will also ask the Court to award each of the Class Representatives service awards in the amount of \$5,000 for the time and effort each spent assisting Class Counsel, participating in discovery (including having their depositions taken), and representing Class Members. Toyota will not oppose the request for Class Representative service awards in this amount.

The Court must approve the request for attorneys’ fees, litigation expenses and the request for service awards.

The amounts awarded by the Court will not be deducted from the Settlement Fund; rather, they

will be paid separately by Toyota, in addition to all the other benefits provided by the Settlement Agreement.

In the event that the Court awards less than \$19 million in attorneys' fees recommended by the Settlement Special Master, the difference between the amount requested and the amount awarded will be deposited into the Settlement Fund.

E. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

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

If you are a Class Member, and you do not opt out of/exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it.

To object, you must send a written objection containing all of the following **no later than October 26, 2022** to the Settlement Notice Administrator at Prius IPM Settlement Notice Administrator c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324.

Failure to include all of the following information could result in the striking of your objection:

- The name of the action (*Remy McCarthy, et al., v. Toyota Motor Corp., et al.*, No. 8:18-CV-00201-JLS-KES (C.D. Cal.))
- your full name, current residential address, mailing address (if different from the address of your residence), telephone number, and e-mail address;
- the make, model year, and Vehicle Identification Number (“VIN”) of each Subject Vehicle you purchased or leased;
- an explanation of your objection, including the legal and factual bases for your objection and copies of any documents supporting your objection;
- the full name, address and telephone number of each lawyer (if any) who is representing you, or who may seek or claim entitlement to compensation for any reason in connection with your objection;
- the number of times you or your lawyer (if any) has objected to a class action settlement within the past five years;
- the name and case number of each case in which you and/or your lawyer has made such objection. If you or your lawyer have **not** made any prior objection in the past five years, you must affirmatively and explicitly state this in the written materials provided with the objection;
- a statement as to whether you intend to appear at the Final Approval Hearing either individually or through your lawyer;
- the identity of all lawyers (if any) who will appear on your behalf of the at the Final Approval Hearing;
- a list of all persons who will or may offer testimony in support of the objection (if the answer is none, you must say so in the objection); and
- your signature and date of signature.

Objections must be mailed to the following address no later than **October 26, 2022**:

Prius IPM Settlement Notice Administrator
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

Objections may not be filed directly with the Court.

16. What is the difference between objecting and opting out of/excluding yourself?

Opting out of/excluding yourself is telling the Court that you do not want to be part of the Class. If you opt out of/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. 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.

F. 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 a valid objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear, see Question 19 below for requirements), but you do not 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 **10:30 a.m. Pacific time on January 13, 2023**, at the First Street United States Courthouse, 350 West 1st St., Los Angeles, CA, 90012, Courtroom 8A. 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 allow people to speak at the hearing who have met the requirements to speak. (See Question 19 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. We do not know how long these decisions will take. **The Court may reschedule the Fairness Hearing, so check the website periodically for further updates.**

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 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.

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 *Remy McCarthy, et al., v. Toyota Motor Corp., et al.*” to the Clerk of Court so that it is received and filed no later than **October 26, 2022**. You **must** include your name, address, telephone number, the year, 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 **10:30 a.m. Pacific time on January 13, 2023**. You cannot speak at the hearing if you excluded yourself from the Class.

G. GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement and the settlement FAQs. You can get a copy of the Settlement Agreement and other information about the settlement, fill out the Registration and Reimbursement Claim Form, and review the FAQs at **www.toyotapriusinvertersettlement.com**. You can also call the toll-free number, 1-833-942-3997 or write to the Settlement Notice Administrator at Prius IPM Settlement Notice Administrator c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324. You can also look at the documents filed in the lawsuit at the Court address provided above in response to Question 17.

21. When will the settlement be final? What is the Final Effective Date?

The Final Effective Date is the date upon which the settlement is final. The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing currently scheduled for January 13, 2023, and after the time to appeal has passed, or appeals (if any) are resolved in favor of the settlement. If the Court approves the settlement on January 13, 2023 and no appeal is filed, the Final Effective Date is expected to be February 12, 2023. This date is subject to change. Please be patient and check the website identified in this Notice regularly for updates. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator.

EXHIBITS A-B

II. Exhibit A – Section VII from the Settlement Agreement – Release and Waiver

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final 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 unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Action, the Subject Vehicles' inverters and/or associated parts that are, or could have been, defined, alleged or described in the Amended Consolidated Master Complaint, the Action, or any amendments of the Action. Notwithstanding the foregoing, Class Representatives 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.

C. Notwithstanding the foregoing, the Released Parties shall be held harmless by any Class Representative or Class Member for a Released Claim against the Released Parties asserted by that Class Representative or Class Member, either brought directly or by any legal or natural persons who claim by, through, or under that Class Representative or Class Member.

D. The Final Order will reflect these terms.

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

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 and 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 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.

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 claims that they are releasing under the Settlement Agreement or in any benefits, proceeds or values in the claims that they are releasing under the Settlement Agreement. Class Members submitting a Registration and Reimbursement 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 Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds or values in the claims that they are releasing under the Settlement Agreement.

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 Class Counsel, Plaintiffs' Counsel, Class Representatives or Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

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



Exhibit B – QR Code Information Re Vehicle Benefits

If you own or lease a Subject Vehicle¹ on or after the Final Effective Date which is currently anticipated to be **February 12, 2023**,² you may be eligible to receive certain benefits under the Settlement’s Loaner/Towing Program, as further described below.

“Subject Vehicle” means 2010 to 2015 model year Prius vehicles and 2012 to 2017 model year Prius V vehicles that were the subject of Safety Recalls E0E, F0R, J0V, and/or 20TA10.

Loaner/Towing Program

If on or after the Final Effective Date which is anticipated to be **February 12, 2023**, these Warning Messages appear on your Subject Vehicle’s dashboard, you may be eligible for a loaner vehicle or tow to your nearest Toyota Dealer if your Subject Vehicle requires repair or replacement of its IPM or Inverter pursuant to the terms of the Settlement Agreement:

| | <i>Warning messages</i> |
|---|---|
|  | Hybrid system warning message |
|  | PCS system warning message (if equipped) |

Note: Display may switch between Check Hybrid System and Check PCS System

The presence or absence of a Warning Message is not determinative as to whether the Subject Vehicle is or is not entitled to a cost-free repair or replacement of the IPM or Inverter. If the Subject Vehicle’s IPM or Inverter does not require repair or replacement, you will not be eligible for a cost-free tow or a cost-free loaner vehicle under the terms of the Settlement Agreement. **If your vehicle was towed by Toyota, this means you may be responsible for paying the**

¹ All capitalized terms are as defined in the Settlement Agreement..

² This date may change. Please periodically check the website, www.toyotapriusinvertersettlement.com, for updates. This document will also be revised and updated with the most current information as it becomes available, and it will be posted to the Settlement website.

towing costs. However, if the Subject Vehicle does not require repair or replacement of the IPM or Inverter, you may request that Toyota or a Toyota Dealer discount or absorb the cost of towing as goodwill, though neither Toyota nor the Toyota Dealer is obligated to do so.

To obtain a tow and/or a loaner vehicle, please follow the instructions below.

- **Towing the Subject Vehicle to the Nearest Toyota Dealer:** If you do not feel comfortable driving your Subject Vehicle, you may request a tow by:
 - **If your Subject Vehicle is not on a public roadway** (meaning it is in the garage or driveway of the Class Member or the subsequent purchaser and/or transferee), calling the nearest Toyota Dealer to arrange for a cost-free tow of your Subject Vehicle to the Toyota Dealer.
 - **If your Subject Vehicle is on a public roadway**, calling the nearest Toyota Dealer to arrange for a cost-free tow of your Subject Vehicle to the Toyota Dealer; OR calling Toyota's 24/7 Roadside Assistance Hotline at **1-833-942-3997** and a Toyota representative will arrange for your Subject Vehicle to be towed cost-free to the nearest Toyota Dealer.
 - **Inability to obtain a tow from Toyota:** If you are unable to arrange a tow from a Toyota Dealer or Toyota's 24/7 Roadside Assistance Hotline within a reasonable amount of time, Toyota will reimburse reasonable towing expenses, up to a maximum of \$250.00, for a tow.
- **Loaner Vehicle:** If your Subject Vehicle requires repair or replacement of its IPM or Inverter, and the repair or replacement will exceed four (4) hours and/or will require your Subject Vehicle to remain at the Toyota Dealer overnight, you are entitled to a complimentary Loaner Vehicle starting with the day on which the Subject Vehicle is brought to a Toyota Dealer for repair and/or replacement of the Inverter and/or IPM until the day that work is completed.

Customer Confidence Program

In addition to a complimentary tow and/or complimentary loaner car as described above, you are also entitled to benefits under the Customer Confidence Program.

As of the Final Effective Date which is anticipated to be **February 12, 2023**, and subject to the conditions set forth below, Toyota will implement the Customer Confidence Program under which it will pay to repair or replace the IPM or Inverter

installed in Subject Vehicles for twenty (20) years from the date of First Use, with no mileage limitation, subject to the terms described below.

When the Customer Confidence Program is operational, only repairs or replacements performed by a Toyota Dealer will be eligible for coverage. **PLEASE NOTE: You are entitled to this coverage even if your Subject Vehicle has not been brought into a Toyota Dealer in response to Safety Recalls E0E, F0R, J0V, or 20TA10.**

The terms of the Customer Confidence Program are as follows:

- (a) Extended coverage of the Subject Vehicles under the Current Warranty Enhancement Programs (which relates to DTCs P0A94, P0A1A, P324E, and P3004) for a total of twenty (20) years from the date of First Use of the Subject Vehicle;
- (b) Coverage for repairs and/or replacement of a Subject Vehicle's Inverter if a Toyota Dealer: (i) identifies that either DTC P0A7A and/or DTC P0A78 have been triggered; (ii) confirms that the Inverter has failed; and (iii) determines that the Inverter needs to be repaired and/or replaced;
- (c) Coverage for repairs and/or replacement of the Inverter, at no cost to the Class Member, if a Toyota Dealer: (i) confirms that the Inverter has failed due to a Thermal Event, regardless of what DTC is triggered; and (ii) determines that the Inverter needs to be repaired and/or replaced; and
- (d) Toyota shall also provide coverage for repairs and/or replacement of the IPM, regardless of which DTC is triggered (if any), if a Toyota Dealer: (i) confirms that the IPM has failed; and (ii) cannot demonstrate that the IPM failure was due to anything other than Thermal Stress.

Right to Appeal Denial of Benefits and Applicable Time Limits

Toyota Dealers are to provide each Class Member or subsequent purchaser/transferee of a Subject Vehicle who is denied coverage or other benefits eligible for payment under the Customer Confidence Program and/or the Loaner/Towing Program with a repair order or work order that includes the following language: **“To appeal the denial of a loaner, tow or repair related to the Inverter and/or IPM, you must submit an Appeal Form, which can be found at www.toyotapriusinvertersettlement.com. Your appeal must be submitted within 45 days from the date on this document”** If this language is included on your repair or work order, your appeal must be submitted within 45 days from the date

on this document.

In the event a Toyota Dealer fails to include the required language on a work or repair order, a Class Member or subsequent purchaser/transferee of a Subject Vehicle shall have the right to appeal for one year from the date of the denial of such coverage.

The Appeal Form is available at www.toyotapriusinvertersettlement.com. Please note that if the Settlement is approved, a link to the appeal form (which can be filled out and submitted online) will be posted to the website after the Final Effective Date. See FAQ # 3 for an explanation of the Final Effective Date.

The Settlement Claims Administrators shall make a final determination as to whether coverage or other benefits should be provided in accordance with the terms of this Settlement Agreement, and shall do so within forty-five (45) days of the Appeal Form's submission. In the event an appeal of a denial related to the Customer Confidence Program is decided in favor of the Class Member or subsequent purchaser/transferee of a Subject Vehicle, and the Class Member and/or subsequent purchaser/transferee paid to replace or repair an IPM or Inverter in the Subject Vehicle during this time (whether at a Toyota Dealer or an independent mechanic) a check for the amount of the repair will be sent as soon as practicable after that decision, subject to the submission of proof of payment for that IPM/Inverter repair or replacement.

