

Toyota Bluetooth Echo Class Action Settlement Notice

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

An Outreach Program is Available for Class Members Who Purchase(d), Own(ed), or Lease(d) 2014-2019 Select Toyota Vehicles Residing in Certain States

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants¹ concerning 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles (known as the “Subject Vehicles”). The Settlement applies to “Class Members,” who are those individuals or legal entities who at any time as of August 18, 2025, own(ed), purchase(d), or lease(d) Subject Vehicles in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington (the “Class States”). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides an Outreach Program, which shall educate Class Members on how to adjust the Bluetooth settings on their cell phones in order to fix the alleged Echo Issue.

The case is currently pending before Judge Terry J. Hatter, Jr. in the United States District Court for the Central District of California, Western Division, in an action titled *Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.* (Case No. 2:21-cv-06010-TJH-JC). Plaintiffs allege that the Subject Vehicles contain a defect in the vehicle’s hands-free phone system, causes the Echo Issue. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. **The purpose of this notice is to provide you with important information about the Settlement so you may decide what to do.**

If the Court grants final approval, the Settlement will provide injunctive relief through an Outreach Program, which will include:

- Volume Adjustment Protocol Website, which shall contain:
 - Information about the Echo Issue;
 - Detailed customer instructions related to the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
 - An enhanced video with instructions regarding the Volume Adjustment Protocol, the script for which has been negotiated and agreed to by the Parties; and
 - A link to the Settlement website, www.ToyotaEchoSettlement.com;
- Communications sent directly to current owners or lessees of Subject Vehicles in the Class States, via U.S. Mail, or where available, by email, which includes:
 - Information about the Echo Issue;
 - Enhanced instructions for the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
 - A QR code to the Volume Adjustment Protocol Website, and
 - A QR code to the Settlement website;

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

Questions? Call Toll Free 1-888-835-5756 or visit www.ToyotaEchoSettlement.com

- Volume Adjustment Protocol IVR phone number, where Class Members can listen to responses for commonly asked questions related to the Volume Adjustment Protocol;
- Social media program which includes social media ads that target Class Members that will provide settlement-related information to Class Members including directing the Class Members to the Volume Adjustment Protocol Website; and
- A Renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

If the Settlement becomes final, all Class Members will release Toyota and the Released Parties from liability for injunctive relief and will not be able to sue Toyota for injunctive relief regarding the issues in the lawsuit.

Under the Settlement, you are not releasing any claims for monetary or statutory damages, personal injury, or wrongful death.

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

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Questions? Call Toll Free 1-888-835-5756 or visit www.ToyotaEchoSettlement.com

THE LAWSUIT AND SETTLEMENT BENEFITS

1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action injunctive settlement. You are NOT being sued. This notice explains the litigation, the proposed Settlement, and your legal rights. Judge Terry J. Hatter, Jr. of the United States District Court for the Central District of California, Western Division is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:21-cv-06010-TJH-JC.

If you have any questions, please visit www.ToyotaEchoSettlement.com or contact the Settlement Outreach Administrator at 1-888-835-5756.

2. What are my options?

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

DO NOTHING	If you are a member of the Class and choose to do nothing, you will still receive benefits from the Outreach Program provided under the Settlement, and you will give up the right to sue Toyota for injunctive relief about the issues in the lawsuit. This is a mandatory Rule 23(b)(2) Class and Class Members cannot opt out (exclude themselves) from the settlement. You are not required to appear before the Court to participate in the Settlement.
OBJECT	You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Question 12 below for further details on objecting to the Settlement. You must object by January 14, 2026 .

3. What is this lawsuit about?

This lawsuit alleges that there is a defect in certain Toyota vehicles (“Subject Vehicles”) in which, when the Toyota driver uses the Bluetooth hands-free phone system to make or receive a call, the person on the other end of the phone call hears an echo of his or her own words (“Echo Issue”). Plaintiffs primarily allege that Toyota’s failure to disclose to Plaintiffs and the rest of the class members the existence of the Echo Issue violates the consumer protection statutes of California, Arizona, Colorado, Missouri, Washington, Illinois, Georgia, New York, Ohio, Oregon, and Minnesota.

The Subject Vehicles are the 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

Questions? Call Toll Free 1-888-835-5756 or visit www.ToyotaEchoSettlement.com

The parties have actively litigated the case since 2019, including lawsuits in multiple jurisdictions that were consolidated into this case, Toyota filing multiple motions to dismiss, Toyota's motion to compel arbitration, exchanging discovery including interrogatories and responses to those interrogatories, production of over 90,000 pages of documents, and deposition of 11 plaintiffs.

The operative complaint, the Fifth Amended Class Action Complaint, was filed on January 6, 2025 and raises thirteen causes of action, including violation of California's Unfair Competition Law, violation of Arizona's Consumer Fraud Act, violation of Colorado's Consumer Protection Act, violation of Section 349 of the New York General Business Law, violation of Section 350 of the New York General Business Law, violation of the Washington Consumer Protection Act, violation of the Illinois Consumer Fraud and Deceptive Business Practice Act, violation of the Missouri Merchandising Practice Act, violation of the Georgia Fair Business Practices Act, violation of Ohio's Consumer Sales Practices Act, violation of Oregon's Unlawful Trade Practices Act, violation of Minnesota's Prevention of Consumer Fraud Act, and violation of Minnesota's Uniform Deceptive Trade Practices Act.

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

4. What does the Settlement provide?

The Settlement provides for injunctive relief only, consisting of a multifaceted consumer Outreach Program designed to educate Class Members about the existence of the Echo Issue and how to adjust the volume settings on their cell phone and in their vehicle in order to eliminate the problem. **The settlement does not release the monetary claims of class members.**

The Outreach Program includes:

- Volume Adjustment Protocol Website, which shall contain:
 - Information about the Echo Issue;
 - Detailed customer instructions related to the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties,
 - An enhanced video instructing Class Members of the Volume Adjustment Protocol, the script for which has been negotiated and agreed to by the Parties, and
 - A link to the Settlement website, www.ToyotaEchoSettlement.com;
- Communications sent directly to current owners or lessees of Subject Vehicles in the Class States, via U.S. Mail, or where available, by email, which includes:
 - Information about the Echo Issue;
 - Enhanced instructions for the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
 - A QR code to the Volume Adjustment Protocol Website, and
 - A QR code to the Settlement website;
- Volume Adjustment Protocol IVR phone number, where Class Members can listen to responses for commonly asked questions related to the Volume Adjustment Protocol;
- Social media program which includes social media ads that target Class Members that will provide settlement-related information to Class Members including directing the Class Members to the Volume Adjustment Protocol Website; and
- A Renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

The Volume Adjustment Protocol Website can be found at www.ToyotaVolumeAdjustmentProtocol.com.

Questions? Call Toll Free 1-888-835-5756 or visit www.ToyotaEchoSettlement.com

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

If the Settlement becomes final, all Class Members will release Toyota and the Released Parties from liability for injunctive relief and will not be able to sue Toyota about the issues in the lawsuit for injunctive relief.

Under the Settlement, you are not releasing any claims for monetary or statutory damages, personal injury or wrongful death.

The Settlement Agreement at Section VI and Appendix A of this Long Form Notice describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.ToyotaEchoSettlement.com. You can talk to one of the lawyers listed in Question 10 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.

6. What is 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 known as the “Class” or “Class Members,” and the Court must approve this procedure. When a class action of this nature is settled, the Court resolves the issues in the lawsuit for all class members, without the option for exclusion or opting out.

7. Why is there a Settlement?

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

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

WHO IS IN THE SETTLEMENT?

8. Am I included in the Settlement?

You are included in the Class if as of August 18, 2025, you own, lease, or previously purchased, owned or leased a Subject Vehicle in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington.

The Subject Vehicles are:

2014-2019 4Runner	2016-2018 Mirai	2015-2017 Sienna
2015-2018 Avalon	2016-2019 Prius	2014-2019 Tacoma
2015-2018 Avalon HV	2017-2019 Prius Prime	2014-2019 Tundra
2014-2019 Highlander	2015-2019 Prius V	2015 Venza
2014-2019 Highlander HV	2014-2019 Sequoia	2018-2019 Yaris

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9. Is anyone excluded from the Settlement?

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

- Toyota, its officers, directors, and employees, affiliates and affiliates' officers, directors and employees; distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors;
- Plaintiffs' counsel; and
- Judicial officers and their immediate family members and associated court staff assigned to this case.

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

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers from the law firms Arias Sanguinetti Wang and Team LLP and Goldenberg Heller & Antognoli, P.C. These lawyers are called "Class Counsel." Their contact information is as follows:

<p>Mickel M. Arias M. Anthony Jenkins Arias Sanguinetti Wang and Team LLP 6701 Center Drive West 14th Floor Los Angeles, CA 90045 Tel: 310-844-9696 Email: Toyotasettlement@aswtlawyers.com</p>	<p>Kevin P. Green Thomas P. Rosenfeld Daniel S. Levy Goldenberg Heller & Antognoli, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025 Tel: 618-656-5150 E-mail: Toyotasettlement@ghalaw.com</p>
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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.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award the attorneys representing the Class up to \$2,850,000.00 to compensate them for their attorneys' fees and up to \$300,000.00 for their costs and expenses in litigating this case and securing this nationwide Settlement for the Class. The amounts awarded will be paid by the Toyota Defendants. Class Counsel will also ask the Court to award the Settlement Class Representatives service awards totaling no more than \$95,000.00 for their work in this litigation.

The Court must approve Class Counsel's requests for fees, costs and expenses, and Settlement Class Representative service awards. Class Counsel will submit their request by December 19, 2025, and that document will be available at www.ToyotaEchoSettlement.com shortly after it is filed with the Court.

Questions? Call Toll Free 1-888-835-5756 or visit www.ToyotaEchoSettlement.com

OBJECTING TO THE SETTLEMENT

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

If you do not like the Settlement, you may object to it.² The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, the lawsuit will continue. To comment on or to object to the Settlement or to Class Counsel's request for attorneys' fees, costs, and expenses, and the request for Settlement Class Representative service awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name "*Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*" and number of the Action "No. 2:21-cv-06010-TJH-JC;"
- Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- An explanation of the basis upon which you claim to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), the State in which you purchased or leased the Subject Vehicle, and the date of purchase/lease;
- Whether the objection applies only to you, 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 you believe supports the objection;
- The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection to this Settlement, the caption and case number of each case in which you have made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- If you have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection;
- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
- Your original signature and date of signature (an electronic signature or attorney's signature is not sufficient).

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

- The full name, telephone number, mailing address, and e-mail address of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for attorneys' fees, costs and expenses;
- The identity of all counsel representing you who will appear at the Fairness Hearing; and
- The number of times your counsel has represented an individual or entity on whose behalf 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 your

² This is a mandatory Rule 23(b)(2) Class and Class Members cannot opt out (exclude themselves) from the settlement.

counsel has made such objection and the caption and case number of any related appeal.

The lawyer(s) asserting the objection must also:

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

You must file your objection electronically with the Court, or mail your objection to the Clerk of the Court, Class Counsel and Toyota's counsel with a postmark of, on or before **January 14, 2026**:

Court	Class Counsel	Toyota's Counsel
Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. 1st Street, Courtroom #9C, 9th Floor (or as assigned) Los Angeles, California 90012	Mickel M. Arias Arias Sanguinetti Wang and Torrijos LLP 6701 Center Drive West, 14th Floor Los Angeles, CA 90045 Toyotasettlement@aswtlawyers.com Kevin P. Green Goldenberg Heller & Antognoli, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025 Toyotasettlement@ghalaw.com	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, New York 10036 jhooper@kslaw.com

If you intend to appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, you or your attorney(s) who intend to appear must also deliver a notice of intention to appear to Class Counsel and to Toyota's Counsel at the addresses listed above, and file that notice with the Court, by **January 14, 2026**.

THE COURT'S FAIRNESS HEARING

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

The Court will hold the final approval or "Fairness Hearing" at **10:00 a.m. PST on March 2, 2026**, at the United States District Courthouse, Western Division of the Central District of California, 350 W. 1st Street, Courtroom # 9C, 9th Floor (or as assigned) Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs, and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see* Question 12 above). The Court will decide whether to grant final approval of the settlement, and, if so, how much Class Counsel and Class Representatives will receive from Toyota. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website (www.ToyotaEchoSettlement.com) for further updates.

Questions? Call Toll Free 1-888-835-5756 or visit www.ToyotaEchoSettlement.com

14. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advanced notice of your intention to appear (*see* Question 12 above). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

15. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court a written notice of your intent to appear by January 14, 2026, and send a copy of that notice to Class Counsel and to Toyota's Counsel at the addresses listed in Question 12 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **10:00 a.m. PST on March 2, 2026**. The Court may reschedule the Fairness Hearing, so check the Settlement website (www.ToyotaEchoSettlement.com) for further updates.

GETTING MORE INFORMATION

16. 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.ToyotaEchoSettlement.com. You can also call the toll-free number, 1-888-835-5756.

**PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY
FOR IMPORTANT SETTLEMENT UPDATES**

PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

Questions? Call Toll Free 1-888-835-5756 or visit www.ToyotaEchoSettlement.com

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

A. The Parties agree to the following releases and waiver, which shall take effect upon the Final Effective Date.

B. Settlement Class Release

1. In consideration for the relief provided above, Class Members, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all injunctive relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action or the Related Action, including, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind seeking any injunctive relief, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.

C. Plaintiffs' Release

1. In consideration for the relief provided above, Plaintiffs and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action and/or the Related Action, including, not limited to, injunctive or declaratory relief, compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.

D. Related Release Terms

1. If a Class Member commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or

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- proceeding shall be dismissed with prejudice at that Class Member's cost.
2. Notwithstanding the Releases set forth in Section VI of this Agreement, Plaintiffs and 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.
 3. The Final Approval Order will reflect the terms of these Releases.
 4. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Approval 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.
 5. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, and/or assert any suit, action, claim, and/or proceeding, whether legal, administrative, or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to claims subject to the Release.
- E. In connection with this Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they may hereafter discover claims encompassed by the Release 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, the Related Action, and/or the Release herein. Nevertheless, it is the intention of the Class Representatives in executing this Agreement fully, finally, and forever to settle, release, discharge, and acquit, all such matters, and all existing and potential claims against the Released Parties 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 or the Related Action, to the extent they are encompassed by the Release. Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.
- F. Class Representatives expressly understand and acknowledge that all Class Representatives will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or 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.
- G. 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 and/or the Related Action, including, without limitation, any claim for benefits, proceeds, or value under the Action and/or the Related 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.
- H. Without in any way limiting its scope, and, except to the extent otherwise specified in the

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

- I. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive Attorneys' Fees, Costs, and Expenses 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.
- J. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended in regard to the Action and/or the Related Action. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements.
- K. 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.
- L. 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 Approval Order and Final Judgment entered by the Court.