

## **Toyota Airbag Control Unit Settlement Notice**

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

### **Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Toyota Vehicles**

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants<sup>1</sup> concerning certain Toyota vehicles (known as the “Subject Vehicles”) that contain certain ZF-TRW airbag control units (“ZF-TRW ACUs”). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides \$78.5 million in cash and credits (the “Settlement Amount”) in addition to an Extended New Parts Warranty and other benefits.

The case is currently pending before Judge John A. Kronstadt in the United States District Court for the Central District of California in an action titled *In Re: ZF-TRW Airbag Control Units Products Liability Litigation* (Case No. 2:19-md-02905). Plaintiffs allege that the ZF-TRW ACUs equipped in the Subject Vehicles are vulnerable to a condition called electrical overstress, which may cause the vehicles’ airbags and other safety features to fail during a collision. 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.

On January 17, 2020, Toyota recalled certain Subject Vehicles (the “Recalled Vehicles”) to address issues relating to electrical overstress in the ZF-TRW ACUs (NHTSA Recall No. 20V-024, the “Recall”). If the Court grants final approval, the Settlement will provide compensation and other benefits to eligible current and former owners and lessees of Recalled Vehicles, as well as the opportunity to claim compensation for Subject Vehicles that were not included in the Recall (the “Unrecalled Vehicles”). These benefits include:

- Reimbursement for certain reasonable out-of-pocket expenses related to the Recall;
- Potential residual distribution payments of up to \$250 to each Class Member who submitted out-of-pocket claims related to the Recall and to each Class Member who registered for a residual payment, including those who own or lease Unrecalled Vehicles;

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

- An Extended New Parts Warranty for Recalled Vehicles that complete the Recall;
- A robust Subject Vehicle inspection program;
- An outreach program to provide additional notification to Class Members of the Recall; and
- A potential rental car reimbursement, loaner vehicle and outreach program for any related future ZF-TRW ACU recall(s) affecting the Unrecalled Vehicles.

You may be eligible for these benefits if you own, lease, or previously owned or leased a Subject Vehicle. The Subject Vehicles are:

- 2011–2019 Toyota Corolla;
- 2011–2013 Toyota Corolla Matrix;
- 2012–2018 Toyota Avalon;
- 2013–2018 Toyota Avalon HV;
- 2012–2019 Toyota Tacoma;
- 2012–2017 Toyota Tundra; and
- 2012–2017 Toyota Sequoia.

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

For their work in securing this Settlement, the attorneys representing the Class (known as “Settlement Class Counsel”) will request up to 33% of the Settlement Amount (i.e. up to \$25,905,000) in attorneys’ fees and expenses. Settlement Class Counsel will also request service awards of up to \$2,500 for each of the named Class Representatives who brought this lawsuit. If approved by the Court, the attorneys’ fees and costs, and Class Representative service awards, will be paid out of the Settlement Fund.

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.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). Please visit the website regularly for further updates about the Settlement.

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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## A. BASIC INFORMATION

### 1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action settlement. You are NOT being sued. This notice explains the litigation, the Settlement, and your legal rights. Judge John A. Kronstadt of the United States District Court for the Central District of California is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *In re ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-md-02905-JAK-MRW.

If you have any questions, please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) or contact the Settlement Notice Administrator at 1-833-747-5737.

### 2. What are my options?

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

<b>FOR CLASS MEMBERS WITH RECALLED VEHICLES, FILE A CLAIM FOR REIMBURSEMENT</b>	<p>On January 17, 2020, Toyota recalled certain Subject Vehicles to address issues relating to electrical overstress in the ZF-TRW ACUs (the “Recall”). This Settlement reimburses Class Members of Recalled Vehicles for certain reasonable out-of-pocket expenses they incurred in completing the Recall.</p> <p>The reimbursement covers the following expenses: (a) unreimbursed rental car and transportation expenses; (b) reasonable towing charges to a Toyota Dealer; (c) reasonable childcare expenses necessarily incurred during the time in which the Recall is being performed; (d) reasonable unreimbursed out-of-pocket costs associated with repairing ZF-TRW ACUs; and (e) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Class Member’s Recalled Vehicle to/from a Toyota Dealer and/or repairing passive safety systems. Please refer to Questions 11-16 below for more information about the Recall and eligible out-of-pocket expenses.</p> <p>If you incurred out-of-pocket expenses to complete the Recall for your Recalled Vehicle, you may submit a claim for reimbursement at <a href="http://www.AirbagControlUnitSettlement.com">www.AirbagControlUnitSettlement.com</a>. The deadline to submit your reimbursement claim is <b>December 11, 2028</b>. Please refer to Question 13 for details on how to submit a claim.</p>
<b>REGISTER FOR POTENTIAL PAYMENT OF UP TO \$250 PER CLASS MEMBER</b>	<p>You may register for a “residual distribution payment” of up to \$250 from any unpaid funds that remain in the Settlement after all eligible out-of-pocket reimbursement payments have been made. The amount of the residual distribution payment will be determined after all the eligible reimbursement claims are paid.</p>

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	<p>The residual distribution payment is available to each Class Member who submits a Registration/Claim Form, which means <b>you do not need to have a Subject Vehicle that was included in the Recall to be eligible for the residual distribution payment</b>. You may register for the residual distribution payment regardless of whether you incurred any out-of-pocket expenses for the Recall. Please refer to Question 17 below for details on the residual distribution. You may register for the residual distribution payment at <a href="http://www.AirbagControlUnitSettlement.com">www.AirbagControlUnitSettlement.com</a>. The deadline to submit your claim is <b>December 11, 2028</b>.</p>
<p><b>FOR CLASS MEMBERS WITH RECALLED VEHICLES, COMPLETE THE RECALL AND RECEIVE THE EXTENDED NEW PARTS WARRANTY</b></p>	<p>For Recalled Vehicles, Toyota will extend the duration of the warranty coverage for the new parts installed pursuant to the Recall, (the “Extended New Parts Warranty”). This extended warranty will apply automatically once the Recall is completed on a Recalled Vehicle.</p> <p>If you have a Recalled Vehicle that has already completed the Recall, you do not need to do anything to obtain the Extended New Parts Warranty. If your Recalled Vehicle has not yet completed the Recall, you must do so to receive the Extended New Parts Warranty.</p> <p>If you have an Unrecalled Vehicle, this extended warranty does not apply to your vehicle.</p> <p>Please refer to Question 19 below for details on the extended new parts warranty.</p>
<p><b>OBJECT</b></p>	<p>You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 29 and 30 below for further details on objecting to the Settlement. You must object by <b>October 20, 2023</b>. You cannot both exclude yourself from and object to the Settlement.</p>
<p><b>EXCLUDE YOURSELF</b></p>	<p>If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement. If you do so, you will not receive any of the Settlement benefits, but you will preserve your rights to sue Toyota separately over the claims being resolved by this Settlement. You cannot both exclude yourself from and object to the Settlement.</p> <p>Please refer to Questions 24-26 below for details on excluding yourself from the Settlement. Your request for exclusion must be postmarked on or before <b>October 20, 2023</b>.</p>

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<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to appear before the Court to participate in the Settlement. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 29 and 31–33 for further details.
<b>DO NOTHING</b>	If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

### 3. What is this lawsuit about?

This lawsuit alleges that Toyota designed and sold vehicles with a defective ZF-TRW ACU. The ACU is an electrical component that controls the functions of various safety features, including airbags. Plaintiffs allege the ZF-TRW ACUs in the Subject Vehicles (defined in Question 4 below) are vulnerable to an electrical overstress condition that can cause the vehicles' airbags and other passenger safety systems to malfunction during a collision, which may result in airbag non-deployment or other safety failures.

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

### 4. Which Vehicles Are Included in the Settlement?

The Settlement applies to the following Subject Vehicles that were sold or leased in the United States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions:

- 2011–2019 Toyota Corolla;
- 2011–2013 Toyota Corolla Matrix;
- 2012–2018 Toyota Avalon;
- 2013–2018 Toyota Avalon HV;
- 2012–2019 Toyota Tacoma;
- 2012–2017 Toyota Tundra; and
- 2012–2017 Toyota Sequoia.

To determine whether your vehicle is part of the Settlement, please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) and use the VIN lookup tool to check the eligibility of your vehicle. If you do not know your VIN, please check the driver's side dashboard and/or driver's side door post, which will contain the 17-digit VIN for your vehicle. You should take a photo of the VIN with your phone, so you have easy access to the number when you're filing a claim or registering for a residual payment.

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## 5. 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 is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in Questions 24–26 below.

## 6. Why is there a Settlement?

Both sides in the lawsuit agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement provides benefits to Class Members in exchange for releasing Toyota from liability. The Settlement does not mean that Toyota broke any laws or did anything wrong, and the Court did not decide which side was right. 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.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com).

## B. WHO IS IN THE SETTLEMENT?

### 7. Am I included in the Settlement?

You are included in the Class if you own, lease, or previously owned or leased a Subject Vehicle (as defined in Question 4 above) as of **July 31, 2023**.

To check whether you have a Subject Vehicle, please enter your Vehicle Identification Number in the VIN lookup tool available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com).

### 8. Is anyone excluded from the Settlement?

The following entities and individuals are excluded from the Class:

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

For more information, please review the Settlement Agreement available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com).

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

If you are not sure whether you are included in the Class, you may contact the Settlement Notice Administrator at **1-833-747-5737** or visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com), which contains further information and a VIN lookup tool to determine if your vehicle is part of the Class.

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

### 10. What does the Settlement provide?

If the Court grants final approval of the Settlement, Plaintiffs and Toyota have agreed to a settlement amount of \$78.5 million in payments and credits (the “Settlement Amount”). The Settlement Amount will fund numerous Settlement benefits for Class Members.

Questions 11–21 below describe the various benefits available to Class Members. The Settlement benefits include:

- Reimbursement for certain reasonable out-of-pocket expenses related to the Recall (described in Questions 11–16 below);
- Potential residual distribution payments of up to \$250 per Class Member for all Subject Vehicles, including those that were not part of the Recall (described in Question 17 below);
- A robust Subject Vehicle inspection program (described in Question 18 below);
- An Extended New Parts Warranty for vehicles that complete the Recall (described in Question 19 below);
- An outreach program to notify Class Members of the Recall (described in Question 20 below); and
- A potential rental car reimbursement, loaner vehicle, and outreach program for any related future ZF-TRW ACU recall(s) affecting Subject Vehicles (described in Question 21 below).

The Settlement Fund may also be utilized for additional outreach and notice costs that the Parties jointly agree, after consulting with the Settlement Special Master, Patrick A. Juneau, is necessary in furtherance of the terms of the Settlement.

To receive the compensation benefits, you must submit a claim by the Claims Deadline. The Claims Deadline is **December 11, 2028**. 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.

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## 11. How does the Out-of-Pocket Reimbursement Claims Process work?

On January 17, 2020, Toyota recalled the following Subject Vehicles in NHTSA Recall No. 20V-024 (the “Recall”) to address issues relating to electrical overstress in the ZF-TRW ACUs:

- 2011–2019 Toyota Corolla;
- 2011–2013 Toyota Corolla Matrix;
- 2012–2018 Toyota Avalon; and
- 2013–2018 Toyota Avalon HV

If you have one of these Recalled Vehicles you may seek reimbursement for certain reasonable out-of-pocket expenses that you incurred to complete the Recall, as follows:

- Rental car or other transportation expenses that you paid to travel to/from a Toyota Dealer to complete the Recall, including for reasonable rental car costs you incur during completion of the Recall between the Effective Date and the Claims Deadline if you are not provided with a loaner vehicle while the Recall is being completed. The Effective Date and Claims Deadline are yet to be determined but the period between both will be no less than 3 years;
- Towing charges you paid to tow your Subject Vehicle to a Toyota Dealer to complete the Recall;
- Childcare expenses you had to pay while you were waiting for a Toyota Dealer to complete the Recall on your Subject Vehicle;
- Unreimbursed costs you incurred to repair your Subject Vehicle’s ZF-TRW ACU; and
- Lost wages for the time you had to take off from work to drop off and/or pickup of your Subject Vehicle at a Toyota Dealer to complete the Recall.

You must submit a claim by the Claims Deadline to seek reimbursement for your reasonable out-of-pocket expenses. The Claims Deadline is **December 11, 2028**. After you submit your claim, the court-appointed Settlement Special Administrator will review your claim materials to verify your out-of-pocket expenses and determine the reimbursement payment you will be eligible to receive. The Settlement Special Administrator’s decisions regarding claims for reimbursement of out-of-pocket expenses shall be final and not appealable.

For more information about how to submit a claim, please review Question 13 below.

## 12. Can I submit a claim for out-of-pocket expenses if the ZF-TRW ACU in my Subject Vehicle has not been recalled?

You cannot submit a claim for reimbursement of out-of-pocket expenses if your Subject Vehicle has not been recalled due to the ZF-TRW ACU. Toyota has not issued a ZF-TRW ACU recall for the following Subject Vehicles:

- 2012–2019 Toyota Tacoma;
- 2012–2017 Toyota Tundra; and
- 2012–2017 Toyota Sequoia.

If you have one of the above Unrecalled Vehicles, you will be eligible to submit a claim for reimbursement of out-of-pocket expenses if a recall is issued for the ZF-TRW ACU in your Subject Vehicle(s) before the Claims Period expires.

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Even if there is no ZF-TRW ACU recall for your Subject Vehicle(s), you may still submit a claim for a residual distribution payment under the Settlement. All Class Members may submit a residual distribution claim, regardless of whether their Subject Vehicle was recalled. Please review Question 17 for more information.

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

The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses, such as a receipt or invoice, or a signed affidavit if you don't have a receipt or invoice. To submit your claim, please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com), input your Vehicle Identification Number (VIN), and fill out the Claim Form.

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print forms from the Settlement website or request a hardcopy form to be mailed to you by calling 1-833-747-5737. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)

**OR**

Submit claims via mail:

Toyota Airbag Control Unit Settlement  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

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

The Settlement Special Administrator will begin issuing payments on a rolling basis within 60 days after the Court grants final approval of the Settlement and any appeals of that final approval order are resolved in favor of the settlement. Payments will continue on a rolling basis as claims are submitted and approved. Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) for updates on Settlement payments.

### 15. I have multiple Subject Vehicles. How many claims for out-of-pocket expenses may I submit?

You may submit a claim for out-of-pocket expenses for each Recalled Vehicle you own(ed) or lease(d), as long as your out-of-pocket expenses are not duplicative. For example, if you have two Recalled Vehicles you may submit a separate claim for the expenses you incurred to complete the Recall for each vehicle, but you may not seek reimbursement twice for the same out-of-pocket expense.

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

Class Members must submit their claims for reimbursement of out-of-pocket expenses within three years after the Court grants final approval of the Settlement and all appeals of the final approval order are resolved (defined in the Settlement Agreement as the "Effective Date"). The Claims Deadline is **December 11, 2028**. Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) for updates on the claims deadline, which may change.

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## 17. How do the Residual Distribution payments work?

It is likely that there will be Settlement funds that remain after all out-of-pocket expense payments and other settlement costs have been paid. If there are any such funds, they shall be distributed on a *per capita* basis to each Class Member who (a) submitted out-of-pocket claims; or (b) registered only for a residual distribution payment.

**All Class Members may submit a claim for a Residual Distribution, regardless of whether their Subject Vehicle was included in the Recall.** You must submit your claim for a Residual Distribution by the Claims Deadline. The Claims Deadline is **December 11, 2028**.

Residual Distribution payments shall be up to \$250 per Class Member unless the Parties agree to a higher cap and jointly recommend the amount to the Settlement Special Administrator for approval.

If there are any funds remaining in the Settlement Fund after making the payments described in the Out-of-Pocket Process section above, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims and/or registered for residual distribution payments, then the balance shall be distributed *cy pres*. See Question No. 22 below for more information regarding *cy pres*.

## 18. How does the Settlement Inspection Program work?

Once the Court grants final approval of the Settlement, Toyota shall institute a Settlement Inspection Program to inspect Subject Vehicles when (1) the Subject Vehicle was involved in a frontal crash and (2) Toyota was notified that the vehicle's seatbelt pretensioner and/or airbag did not deploy.

For more information, please review the Inspection Program Protocol that is attached as Exhibit 3 to the Settlement Agreement.

## 19. How does the Extended New Parts Warranty work?

Once the Court grants final approval of the Settlement, Toyota will provide an Extended New Parts Warranty to all Subject Vehicles that complete the Recall. This extended warranty will last for 12 years and covers the new parts installed pursuant to the Recall. The 12-year period of the Extended New Parts Warranty began on **July 31, 2023** (the date that the Preliminary Approval Order was entered). The warranty provides coverage for repairs or replacement (including parts and labor) of the new parts installed pursuant to the Recall. For example, if a problem with the new parts causes the airbag warning light to illuminate the Extended New Parts Warranty shall cover the repair or replacement of that part.

A Class Member's rights under the Extended New Parts Warranty are transferred with the Subject Vehicle, which means that the extended warranty coverage follows the vehicle if it is sold to another owner. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for this benefit.

The Extended New Parts Warranty does not apply to the Subject Vehicles that are not included in the Recall (identified in Question 12 above). If the ZF-TRW ACUs in those Subject Vehicles are recalled in the future, then Toyota shall also offer an Extended New Parts Warranty for the parts installed in that future ZF-TRW ACU recall.

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## 20. What is the Outreach Program?

Once the Court grants final approval of the Settlement, Toyota will implement an outreach program designed to significantly increase recall completion rates for Subject Vehicles included in the Recall (the “Outreach Program”).

The goal of the Outreach Program is to maximize the completion of the Recall. To do so, Toyota will implement various methods of outreach to encourage owners of the Subject Vehicles to complete the recall, and Toyota will evaluate and modify these outreach methods as needed. The budget for the Outreach Program is \$3,500,000, and the costs of the Outreach Program must be approved by the Settlement Special Administrator.

## 21. What is the Future Rental Car Reimbursement, Loaner Vehicle, and Outreach Program?

If a Class Member who, after the Effective Date, seeks the Recall from a Toyota Dealer before the Claims Deadline and is not provided with a loaner vehicle while the Recall is being performed, then that Class Member may submit a claim for reimbursement from the Settlement Fund for reasonable rental car costs if the Class Member completes and submits a Registration/Claim Form. The Effective Date and Claims Deadline are yet to be determined but the period between both will be no less than 3 years.

If there is a ZF-TRW ACU recall for Unrecalled Vehicles before the Claims Deadline, Class Members of such Unrecalled Vehicles may request a courtesy loaner vehicle while a Toyota Dealer completes the ZF-TRW ACU recall, or alternatively may submit a claim for reimbursement of reasonable rental car costs from the Settlement Fund during the Claims Period. Toyota shall also provide outreach related to any such recalls for the Unrecalled Vehicles. The Claims Deadline is **December 11, 2028**.

Toyota shall receive a credit of \$10,000,000.00 against the Settlement Amount for providing Future Loaner Vehicles and Future Outreach Programs. The Settlement Special Administrator shall have the right to audit and confirm such compliance.

## 22. What happens to any unclaimed funds in the Settlement?

If there are any Settlement funds that remain after paying all eligible claims and other settlement costs, and making all residual distribution payments (as described in Questions 11–17 above), and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims and/or registered, then the remaining balance shall be distributed “*cy pres*,” which means they are paid to charitable causes that indirectly benefit the Class.

The *cy pres* recipient(s) in this case, if any, is subject to the agreement of the Parties and Court approval. Please check the [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) after the Claims Deadline for updates about any *cy pres* distribution. The Claims Deadline is **December 11, 2028**.

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

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

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES**

**Under the Settlement, you are not releasing any claims for personal injury, wrongful death, or physical property damage from the Subject Vehicle (except for physical property damage to the ZF-TRW ACU in your Subject Vehicle itself).**

The Settlement Agreement at Section VII and Appendix A of this Long Form Notice describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). You can talk to one of the lawyers listed in Question 27 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## **D. EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **24. If I exclude myself, can I get anything from this Settlement?**

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

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

### **25. If I exclude myself, can I sue later?**

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

### **26. How do I get out of the Settlement?**

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

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

You cannot ask to be excluded over the phone or at the settlement website. You **must** mail your letter with your exclusion request postmarked no later than **October 20, 2023** to:

Toyota Airbag Control Unit Settlement  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

Your letter with your exclusion request must be postmarked no later than **October 20, 2023**, to be considered by the Court. The deadlines found in this notice may be changed by the Court. Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) regularly for updates regarding the settlement.

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## E. THE LAWYERS REPRESENTING YOU

### 27. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers from the law firms Baron & Budd, P.C. and Lieff Cabraser Heimann & Bernstein, LLP to represent you and other Class Members. These lawyers are called “Co-Lead Counsel.” Their contact information is as follows:

Roland Tellis  
Baron & Budd, P.C.  
15910 Ventura Boulevard, Suite 1600  
Encino, CA 91436  
Tel.: (818) 839-2333  
E-mail: [rtellis@baronbudd.com](mailto:rtellis@baronbudd.com)

David Stellings  
Lieff Cabraser Heimann & Bernstein, LLP  
250 Hudson Street, 8th Floor  
New York, NY 10013-1413  
Tel.: (212) 355-9500  
Email: [dstellings@lchb.com](mailto:dstellings@lchb.com)

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

### 28. How will the lawyers be paid?

Co-Lead Counsel will ask the Court to award the attorneys representing the Class up to 33% percent of the Settlement Amount (i.e. up to \$25,905,000) to compensate them for their attorneys’ fees and expenses in litigating this case and securing this nationwide Settlement for the Class. Co-Lead Counsel will also ask the Court to award each of the 11 proposed Settlement Class Representatives a service award of up to \$2,500 each for their work in this litigation.

The Court must approve Class Counsel’s requests for fees, expenses, and Settlement Class Representative service awards, before it is paid from the Settlement Fund. Co-Lead Counsel will submit their request by **September 22, 2023**, and that document will be available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the request for attorneys’ fees and expenses and Settlement Class Representative service awards, as explained further in Question 29.

Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) regularly for updates regarding Class Counsel’s request for attorneys’ fees and expenses.

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## F. OBJECTING TO THE SETTLEMENT

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

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. To comment on or to object to the Settlement or to Co-Lead 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 MDL case name "*In re ZF-TRW Airbag Control Units Products Liability Litigation*";
- Your name, actual address, and telephone number;
- The VIN(s) of your Subject Vehicle(s);
- The date(s) of purchase or lease of any such Subject Vehicle(s);
- A written statement of your objections. Your objection must also state whether it applies only to you, to a specific subset of the Class, or to the entire Class, and state with specificity the grounds for the objection. The statement must also indicate whether you are represented by a lawyer in submitting your objection; and
- Your personal signature.
- Any documents supporting your objection must also be attached to the objection.

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

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

The lawyer(s) asserting the objection must also:

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

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You must deliver your written objection to Co-Lead Counsel and to Toyota's Counsel, and file with the Court, on or before **October 20, 2023**:

Court	Co-Lead Counsel	Toyota's Counsel
Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. First Street Courtroom 10B Los Angeles, CA 90012	Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436  David Stellings Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013-1413	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas 34th Floor New York, New York 10036

If you intend to appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, you or your attorney(s) who intend to appear must also deliver a notice of intention to appear to Co-Lead Counsel and to Toyota's Counsel at the addresses listed above, and file that notice with the Court, at least 10 days before the Fairness Hearing. See Question 33 for more information.

### 30. What is the difference between objecting and excluding yourself?

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

## G. THE COURT'S FAIRNESS HEARING

### 31. 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 **11:00 AM on November 16, 2023**, at the United States District Courthouse, Central District of California, First Street Courthouse, 350 W. First Street, Courtroom 10B, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees and expenses, and the request for 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 33 below). The Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing you and the Class. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website for further updates.

## 32. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Co-Lead Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see* Question 33 below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

## 33. 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 **November 3, 2023** and send a copy of that notice to Co-Lead Counsel and to Toyota's Counsel at the addresses listed in Question 29 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **11:00 AM on November 16, 2023**. The Court may reschedule the Fairness Hearing, so check the Settlement website for further updates.

## H. GETTING MORE INFORMATION

## 34. 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.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). You can also call the toll-free number, 1-833-747-5737 or write the Settlement Special Administrator at:

Toyota Airbag Control Unit Settlement  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

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

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

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind and/or type regarding the subject matter of the Actions, including, but 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, 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, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Actions.

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

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

E. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

F. The Final Approval Order and Final Judgment will reflect these terms.

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

H. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Co-Lead Counsel on behalf of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless 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 Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

I. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or release party.

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

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

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

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

M. 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 as to Toyota. 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 as to Toyota.

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. Plaintiffs and Co-Lead Counsel on behalf of Settlement 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 Approval Order and Final Judgment entered by the Court.

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