

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

**If you now or used to own or lease a 2006-2009 Toyota Prius with high intensity discharge (“HID”) headlights, you may be entitled to a free warranty extension and cash reimbursement.**

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

- This class action lawsuit claimed the HID headlights on 2006-2009 Prius vehicles can shut off unexpectedly while the vehicles are being driven. Read question #2 below for more information on the condition.
- Under the settlement, Toyota has agreed to extend its New Vehicle Limited Warranty to cover HID headlight repairs through the earlier of 5 years or 50,000 miles from the original date of purchase or lease. Class Members may also be eligible to receive cash reimbursements for past HID headlight repairs. Read question numbers 8 and 9 below for more information on claiming a cash reimbursement.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>MAIL A CLAIM FORM</b>	<b>The only way to get cash reimbursement.</b> You do not need to submit a Claim Form to take advantage of the extended warranty.
<b>ASK TO BE EXCLUDED</b>	<b>Get <u>no</u> reimbursement and <u>no</u> extended warranty. Keep rights.</b> This is the only option that allows you to ever be part of any other lawsuit about the legal claims in this case.
<b>COMMENT OR OBJECT</b>	<b>Tell the Court why you like or dislike the settlement.</b> You must remain a member of the lawsuit (you cannot ask to be excluded) to object to the settlement.
<b>DO NOTHING</b>	<b>Warranty is extended, but get <u>no</u> payment and lose rights.</b> If you do not mail in a Claim Form, you will not receive money. If you do nothing, you will also give up any rights to sue separately about the same or similar legal claims resolved in this lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made only if the Court approves the settlement and after appeals, if any, are resolved.

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## BASIC INFORMATION

### 1. Introduction: Why you received this notice.

According to Toyota's records, you are a current or past owner or lessee of a 2006-2009 Toyota Prius with HID headlights. A class action lawsuit was filed claiming that there was a problem with the HID headlights that caused them to shut off without warning, sometimes requiring expensive repairs. Toyota denied the claims.

The lawsuit has been resolved through a settlement which provides benefits that include:

- (1) Toyota's New Vehicle Limited Warranty has been extended to cover HID headlight repairs. The warranty will now cover HID headlight repairs until 5 years or 50,000 miles from the original date of purchase or lease of the Prius whichever occurs first. The extended warranty program will cease if the Court does not approve this proposed settlement.
- (2) Cash reimbursements will be available for past repairs of HID headlight bulbs and HID electronic control units (also known as the ECU). To receive a cash reimbursement, you must mail in the enclosed Claim Form and a receipt. Cash reimbursements will only be made if the Court approves the settlement.

This Notice explains the lawsuit, the settlement, your legal rights, available benefits, who is eligible for them, and how to get them. As a Class Member, you have various options that you may exercise before the Court decides whether to approve the settlement. The class action lawsuits pending in the United States District Court for the Central District of California are *Collado, et al. v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:10-cv-03113-R-RC and *Fixler v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:10-cv-03124-R-SS. Judge Manuel L. Real, who is overseeing those cases, authorized this Notice. There is also a class action lawsuit pending in the California Superior Court, County of Los Angeles called *Moore, et al. v. Toyota Motor Sales, U.S.A., Inc.*, Case No. BC419672 which will be resolved by this settlement. Judge William F. Highberger, who is presiding over the Superior Court action, has stayed that action pending approval of this settlement.

### 2. HID Headlight Advisory.

The Plaintiffs alleged the HID headlights in the 2006-2009 Prius vehicles can begin to shut off without warning. The headlights may appear to be working when the car is first started and may even work again on the next trip.

***It is important to monitor your headlights and to go to a dealership or mechanic as soon as you notice one of your bulbs flickering or occasionally shutting off.*** By monitoring your headlights and taking prompt action once you notice the problem, you will significantly reduce the chance that both lights will go out at the same time. Toyota began installing new HID bulbs in early 2008 that statistically appear to perform better, thus alleviating the frequency of these problems. However, Toyota has indicated that intermittent operation of HID headlights is a sign that the HID headlight bulbs are reaching the end of their useful life, so you should continue to monitor the headlights in the future.

### 3. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. All of these people are a Class or Class Members. The Class Representatives and all Class Members are called the Plaintiffs, and the company they sued (in this case, Toyota Motor Sales, U.S.A., Inc. ("Toyota")), is called the Defendant. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge Manuel Real is in charge of this class action.

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected will get compensation quickly. The Class Representatives and the attorneys think the settlement is best for the Class.

## WHO IS PART OF THE SETTLEMENT?

### 4. Am I in this Class?

Judge Real approved the following definition of a Class Member:

*All purchasers and/or lessees of any 2006, 2007, 2008 or 2009 model year Toyota Prius vehicle originally factory equipped with genuine high intensity discharge (“HID”) headlights who reside in the United States.*

The following are excluded from this class:

- All claims for personal injury, property damage, and subrogation;
- All employees of Toyota entities;
- Individuals who purchased a Prius for purpose of resale;
- All owners or lessees of a Prius not manufactured for export specifically into the United States.

### 5. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get more information. You can call 1 (800) 746-3614 or visit [www.HIDsettlement.com](http://www.HIDsettlement.com) or [www.GirardGibbs.com/Prius.asp](http://www.GirardGibbs.com/Prius.asp) for more information.

## SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the settlement provide?

Toyota has agreed to extend its New Vehicle Limited Warranty to cover HID headlight repairs. In addition, cash reimbursements may be available to Class Members who spent money on HID headlight repairs. More details are provided in the next three sections.

### 7. How does the extended warranty work?

Beginning on March 1, 2011, Toyota’s New Vehicle Limited Warranty is extended for all 2006-2009 model year Toyota Prius vehicles with original, factory installed HID headlights. Repairs or replacements to the vehicles’ HID bulbs and HID electronic control units (ECUs) will be covered under warranty if the vehicle is within both 5 years and 50,000 miles of the original purchase or lease date of the car. The rights and procedures generally available under the New Vehicle Limited Warranty will apply to HID headlight system repairs during this extended warranty period. The extended warranty is subject to the same terms and conditions of the New Vehicle Limited Warranty, as set forth in your Vehicle Owner’s Warranty Information Booklet.

If your vehicle is outside the 5 year or 50,000 mile warranty period, but you can provide proof that the headlight problem began within 5 years and 50,000 miles, you will be entitled to warranty repairs. One example of proof would be to present a repair estimate done within the 5 year and 50,000 mile period.

If you obtain extended warranty coverage for HID headlight repairs, you give up the right to exclude yourself from this settlement.

### 8. Who can send in a claim for cash reimbursement?

Any United States resident who purchased or leased a 2006-2009 model year Toyota Prius vehicle that was originally factory equipped with genuine high intensity discharge (“HID”) headlights can send in a claim for cash reimbursements for money spent repairing or replacing an HID bulb or HID electronic control unit (ECU) for their Prius vehicle(s).

Reimbursements generally will fall into the following 3 categories:

- (i) HID Electronic Control Units (ECUs). Class Members who spent money repairing or replacing an HID electronic control unit (ECU) before March 1, 2011, will be entitled to full reimbursement (both parts and labor), provided they have not already received a full reimbursement and follow the steps in question #9 for making a claim.
- (ii) HID Bulbs repaired or replaced within 5 years and 50,000 miles. Class Members who spent money repairing or replacing the HID bulb(s) will be entitled to full reimbursement (both parts and labor), provided they have not already received a full reimbursement and follow the steps in question #9 for making a claim. ***Even if you repaired/replaced your HID bulbs after 5 years or 50,000 miles, you fall into this category if you can show proof that your HID headlights first started having problems within 5 years and 50,000 miles.***
- (iii) HID Bulbs repaired or replaced after 5 years and 50,000 miles. Class Members who spent money repairing or replacing the HID bulb(s) after either 5 years or 50,000 miles elapsed from the original purchase or lease date, will not be automatically entitled to reimbursement, but should follow the steps in question #9 and submit a claim because they may still receive a full or partial reimbursement. On the reverse side of the Claim Form, there is a list of factors that will be considered and there is a space for Class Members to write a letter explaining why they believe they should be reimbursed.

Note: If you are submitting a claim for reimbursement for the purchase of replacement parts only, *i.e.*, you did not have repairs done at a mechanic, the purchase must have been completed before (or you must have proof that the bulb(s) began failing before) March 1, 2011.

Reimbursements will only be paid after the Court approves the settlement and all appeals, if any, are resolved.

## 9. How do I send in a claim for a cash reimbursement?

To submit a claim for a cash reimbursement, do the following:

- (1) **Complete, sign, and date a Claim Form** (there is one enclosed with these materials and you can also get one at [www.GirardGibbs.com/Prius.asp](http://www.GirardGibbs.com/Prius.asp) or [www.HIDsettlement.com](http://www.HIDsettlement.com)). Keep a copy of the completed Claim Form.
- (2) **Mail the Claim Form and your repair record(s)** no later than May 30, 2011 to the address on the Claim Form. The information that must be listed on your records can be found on the Claim Form. Keep a copy of your repair records.

If you fail to mail in the Claim Form and supporting documents by the required deadline, you will not get paid. Sending in a Claim Form late or without documentation will be the same as doing nothing (see question #23).

## 10. When do I get my reimbursement or learn whether I will receive a payment?

If the Claim Administrator determines your claim is to be paid in full, your reimbursement will be mailed to you after the settlement becomes final. The Court will hold a fairness hearing on August 1, 2011 at 10:00 a.m., to decide whether to approve the settlement as fair, reasonable, and adequate. If Judge Real approves the settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Information about the progress of the case will be available at: [www.GirardGibbs.com/Prius.asp](http://www.GirardGibbs.com/Prius.asp) or [www.HIDsettlement.com](http://www.HIDsettlement.com).

If the Claim Administrator determines your claim should not be paid or should be paid only in part, you will be mailed a letter telling you the amount you are to receive, if any, and explaining how you can appeal the amount, if you wish to do so.

To check on the status of your claim, you can call 1 (800) 746-3614.

## **11. What am I giving up to get a cash reimbursement and stay in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit about the same legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

## **12. How do I get out of this settlement?**

To exclude yourself from the settlement, you must send a letter by U.S. mail (or an express mail carrier) stating that you want to be excluded from *Collado, et al. v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:10-cv-03113-R-RC. Be sure to include your full name, address, telephone number, signature, model year and VIN of your Prius(es), and the approximate date(s) of purchase or lease. You must mail your exclusion request postmarked no later than July 6, 2011, to:

**CLAIM ADMINISTRATOR**  
Toyota Prius HID Headlight Exclusion Request  
c/o The Garden City Group, Inc.  
P.O. Box 9711  
Dublin, OH 43017-5611

You cannot exclude yourself on the phone or by e-mail. If you submit your request to be excluded by U.S. mail or express mail, you will not get any benefits of the settlement and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

## **13. If I don't exclude myself, can I sue later?**

No, not for the same legal claims at issue here.

## **14. If I exclude myself can I get the benefits of this Settlement?**

No. If you exclude yourself from the Class, you won't get any money or benefits from this settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the class action settlement. You cannot do both.

### **THE LAWYERS REPRESENTING YOU**

## **15. Do I have a lawyer in this case?**

The Court has decided that the law firms Girard Gibbs LLP of San Francisco, California; Wasserman, Comden, Casselman, & Esensten LLP of Los Angeles, California; Arias, Ozzello & Gignac LLP of Los Angeles, California; Initiative Legal Group, APC of Los Angeles, California; and Cohen, Milstein, Sellers & Toll of Washington, D.C. are qualified to represent you and all Class Members. Together these law firms are called "Class Counsel."

## **16. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

## 17. How will the lawyers be paid and will there be incentive payments?

Class Counsel has prosecuted this case on a contingency basis. They have not received any fees or reimbursement for any of the expenses associated with this case. Class Counsel will request fees and expenses from the Court. Any fees and expenses awarded by the Court will be paid separately by Toyota. You won't have to pay these fees and expenses and any fees and expenses awarded will not affect your settlement amount.

## SUPPORTING OR OBJECTING TO THE SETTLEMENT

### 18. How do I tell the Court that I like or dislike the settlement?

If you are a Class Member, you can tell the Court you like the settlement and it should be approved, or that you object to the settlement if you do not like a part of it. The Court will consider all comments from Class Members.

To object, you must send a letter saying that you are commenting on the settlement in *Collado, et al. v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:10-cv-03113-R-RC, and you must include your full name, current address, telephone number, model year and VIN of your Prius(es), your factual and legal grounds for objecting, any documents supporting your objection, and your signature. Any Class Member objecting to the settlement must provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the previous five (5) years. If the Class Member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he, she or it shall affirmatively so state in the written materials provided with the objection. If you intend to appear at the fairness hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the fairness hearing. Be sure to send your objection to these three different places set forth below such that it is *received* no later than July 6, 2011:

No. 1 Court	No. 2 Class Counsel	No. 3 Defense Counsel
Clerk of the Court, Western Division United States District Court for the Central District of California, 312 N. Spring Street Los Angeles, CA 90012	<b>GIRARD GIBBS LLP</b> c/o Eric H. Gibbs 601 California Street, 14th Floor San Francisco, CA 94108	<b>LOEB &amp; LOEB LLP</b> c/o Michael L. Mallow 10100 Santa Monica Blvd. Ste. 2200 Los Angeles, CA 90067

The filing of an objection allows Class Counsel or Counsel for Toyota to notice such objecting person and take his or her deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking said objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you do not submit a written comment on the proposed settlement or the application of Class Counsel for incentive awards, attorney fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning the matter.

### 19. What is the difference between objecting and excluding?

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

## FAIRNESS HEARING

### 20. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on August 1, 2011, in Courtroom 8, Western Division, United States District Court for the Central District of California, 312 N. Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Real may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve incentive awards. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

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

No. Class Counsel will answer questions Judge Real 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. As long as you sent your written objection such that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 22. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed settlement or the application of Plaintiffs' counsel for attorney fees and expenses. To do so, you must send in a letter saying that it is your notice of your intention to appear at the fairness hearing in *Collado, et al. v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 2:10-cv-03113-R-RC. The letter must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, telephone number, model year and VIN of your Prius vehicle(s), and your signature. You must send your notice to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed under question #18 above, such that it is *received* no later than July 6, 2011. You may combine this notice and your comment (described under question #18) in a single letter. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

### 23. What happens if I do nothing at all?

If you do nothing, you'll get no reimbursement from this settlement. You do not need to do anything now to preserve your ability to get repairs under the extended warranty, as long as you go in for the repairs before your Prius reaches the earlier of 5 years or 50,000 miles from its original purchase or lease date.

## ADDITIONAL INFORMATION

### 24. Are there more details available?

Visit the website [www.GirardGibbs.com/Prius.asp](http://www.GirardGibbs.com/Prius.asp) or [www.HIDsettlement.com](http://www.HIDsettlement.com) where you can find extra Claim Forms and more information on this litigation and settlement. Updates regarding the case will be available at [www.GirardGibbs.com/Prius.asp](http://www.GirardGibbs.com/Prius.asp). You may also call the Claim Administrator at 1 (800) 746-3614.