

To: All Toyota Dealer Principals,  
Service Managers, Parts Managers

Subject: HID Headlight Customer Support Program on Certain 2006 through 2009 Model Year Prius Vehicles

**In our continuing efforts to assure the best in customer satisfaction, on January 10, 2011, Toyota determined that it would extend its New Vehicle Limited Warranty for the High-Intensity-Discharge (HID) option on certain 2006 – 2009 model year Prius vehicles, and provide limited cash reimbursements for HID bulb and ECU repairs.**

## **Background**

HID headlights, like any traditional headlight, have a finite life. Customers expressed concern with the cost of replacing the headlights and confusion when the HID bulbs reached end of life because unlike traditional headlights that simply fail without warning, HID bulbs work intermittently when reaching end of life. To address these concerns, Toyota initiated a Customer Support Program in December 2009.

- In order to further enhance customer satisfaction and to curtail further distraction created by a class action litigation related to HID bulbs, Toyota agreed to a settlement, without any finding of a defect or admission of liability, that extends its New Vehicle Limited Warranty to cover repairs and replacements of HID bulbs up to the sooner of 5 years or 50,000 miles.
- Under the settlement, Toyota also agrees to provide cash reimbursements to Toyota customers who spent money having an ECU erroneously replaced or had HID headlights replaced within 5 years and 50,000 miles.
- Please note that the following are excluded from this class:
  - 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.

## **Extension of New Vehicle Limited Warranty**

Beginning on March 1, 2011, Toyota's New Vehicle Limited Warranty will be extended for:

- All 2006-2009 model year Toyota Prius vehicles to cover original, factory-installed HID headlights.
- Repairs or replacements to the vehicles' HID bulbs will be covered under warranty if the vehicle is within: (1) 5 years; or (2) 50,000 miles of the original purchase or lease date of the vehicle.
- 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 the Vehicle Owner's Warranty Information Booklet. The extension of the New Vehicle Warranty under the settlement applies only to HID bulbs.
- Dealerships associates are requested to refer to Technical Service Bulletin (TSB) *T-SB-0374-09 for diagnostic and repair instructions*.
- Any purchasers and/or lessees who reside outside the U.S. and any Toyota Prius vehicles that were not manufactured for export specifically into the U.S. are not covered under this New Vehicle Limited Warranty.

If the customer's vehicle is outside the 5 year or 50,000 mile warranty period, but the customer can provide proof that the headlight problem began within 5 years or 50,000 miles, the customer 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.

### **Cash Reimbursement**

The settlement will also provide reimbursement to owners for payments on repairs made for the following:

1. **HID Electronic Control Units (ECUs).** Customers 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. Customers who received past partial reimbursements are entitled to the difference between what they previously spent on HID-related repairs or replacements and any past reimbursements the customer received.
2. **HID Bulbs repaired or replaced within 5 years and 50,000 miles.** Customers who spent money repairing or replacing HID bulb(s) will be entitled to full reimbursement (both parts and labor), provided they have not already received a full reimbursement. Customers who received past partial reimbursements are entitled to the difference between what they previously spent on HID-related repairs or replacements and any past reimbursements the customer received. Customers who can show proof that their HID headlights first started having problems within 5 years and 50,000 miles are also entitled to full reimbursement even if they repaired/replaced their HID bulbs **after 5 years or 50,000 miles**.
3. **HID Bulbs repaired or replaced after 5 years or 50,000 miles.** Customers 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 may still submit a claim for full or partial reimbursement if they believe there are extenuating circumstances justifying reimbursement.

Please note that cash reimbursements will be processed by the HID Settlement Claims Administrator, and not by any dealers and distributors.

If a customer contacts you for a copy of a repair invoice and proof of payment, you are encouraged to provide such copies to the extent such records are reasonably available, and so long as the customer provides some form of identification establishing that they are the same person indicated on the receipt or proof of payment.

The following vital information is provided to inform you and your staff of the class notification schedule and your degree of involvement.

#### **1. Class Notification Mailing Date**

Customers in the settlement class will start receiving notice of the settlement in late-February/early March 2011, approximately one week after the dealer notification is distributed. We have attached a copy of the class notification letter for your reference.

## 2. Number of Vehicles Covered

There are approximately 216,000 Prius (2006 through 2009 model year) vehicles that are covered by this specific New Vehicle Limited Warranty extension and settlement program.

Again, any purchasers and/or lessees who resides outside the U.S. and any vehicles that were not manufactured for export specifically into the U.S. are not covered under this specific New Vehicle Limited Warranty extension and settlement program.

Model	Model Year	Approximate UIO
Prius* *Must be equipped with original, factory installed HID Headlights	2006	38,000
	2007	66,000
	2008	77,000
	2009	35,000
	<b>TOTAL</b>	<b>216,000</b>

## 3. Warranty Processor Instructions for Extension of New Vehicle Limited Warranty

- Please refer to the Warranty Policy Bulletin (Bulletin No. POL11-01) for reimbursement claim processing instructions.
- *If repairs or replacements to the vehicles' HID bulbs and HID ECUs are covered by the Extension of the New Vehicle Limited Warranty, please refer to the repair manual and TSB T-SB-0374-09.*

## 4. Customer Inquiries and Application for Cash Reimbursement

A customer who has questions about the settlement and obtaining reimbursement should be referred to their class notice letter for further details, directed to the Toyota Customer Experience Center for further information, or encouraged to contact the HID Settlement Claims Administrator for more information or for additional copies of the claim form. The relevant contact information is:

- Call Number: 1 (800) 746-3614
- Visit [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)
- Visit [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP)

## 5. Media Contacts

If you are a dealership associate and have any questions, please contact your District Service/Parts Manager.

***In the event you are contacted by the News media***, it is imperative that all media contacts (local and national) receive a consistent message. Please direct all media contacts to Brian Lyons (310) 468-2552, in Toyota Corporate Communications. (Please do not provide these numbers to customers or call if you are a dealer associate. Please provide these contacts to only media representatives.)

Please review this entire package with your Service and Parts staff to familiarize them with the proper step-by-step procedures required to implement this New Vehicle Limited Warranty extension and settlement program.

As part of our dedication to continuous improvement, changes have been incorporated in the production process to ensure the highest quality products are provided to our customers.

Thank you for your cooperation.

TOYOTA MOTOR SALES, U.S.A., INC.



## 2006 through 2009 Model Year Prius

### HID Headlight New Vehicle Limited Warranty Extension and Settlement Program

**Q1: What is Toyota going to do?**

A1: In order to further enhance customer satisfaction and to curtail further distraction created by a class action litigation related to HID bulbs, Toyota has agreed to a two-part settlement, without any finding of a defect or admission of liability. First, under the settlement, Toyota has extended its New Vehicle Limited Warranty to cover repairs and replacements of HID bulbs and HID ECUs up to the sooner of 5 years and 50,000 miles. Second, Toyota has also agreed to provide cash reimbursements to Toyota customers who spent money having an ECU erroneously replaced or had HID bulbs replaced within both 5 years and 50,000 miles.

**Q2: What is the condition?**

A2: HID headlights, like any traditional headlight, have a finite life. Customers expressed concern with the cost of replacing the headlights and confusion when the HID bulbs reached end of life because unlike traditional headlights that simply fail without warning, HID bulbs work intermittently when reaching end of life.

**Q3: What was the cause of the condition of HID headlight control ECU replacement?**

A3: During the diagnostic process for this condition, in addition to replacing the HID bulb, the HID headlight control ECU may also have been replaced to ensure that the intermittent operation was corrected. Upon further review of this condition, Toyota determined that replacement of the HID bulbs is sufficient to curtail the intermittent operation.

**Q4: When were these vehicles produced, and how many vehicles are covered by this program?**

A4: Only certain 2006 through 2009 model year Prius vehicles equipped with original factory installed HID headlights, produced between early August 2005 and late March 2009 are covered. Approximately 216,000 vehicles may be covered nationwide. However, any purchasers and/or lessees who resides outside the U.S. and vehicles that were not manufactured for export specifically into the U.S. are not covered.

Model	Approx. 2006 MY UIO	Approx. 2007 MY UIO	Approx. 2008 MY UIO	Approx. 2009 MY UIO	Total
Prius	38,000	66,000	77,000	35,000	216,000

**Q5: Are there any other Toyota, Lexus or Scion vehicles covered by this program?**

A5: No, this specific condition only relates to certain 2006 through 2009 model year Prius vehicles equipped with original factory installed HID headlights.

**Q6: What should an owner do if they experience the condition, or have immediate concerns about their vehicle?**

A6: If an owner has any immediate concerns they are requested to contact their local Toyota dealer for appropriate diagnosis and if applicable, repair.

**Q7: I have experienced the HID bulb replacement XX times with XXXXX miles on it, is there any problem with the HID bulb in the involved vehicles?**

A7: No. All vehicles comply with Toyota's rigorous durability and quality standards. The warranty extension for HID bulbs and ECUs reflects Toyota's desire to assure our customers that Toyota stands behind its products.

To help extend the life of HID bulbs, we would like to provide some helpful tips:

- As with traditional halogen bulbs, HID bulbs have a lifespan; the life of an HID bulb is affected by the number of hours it is in use. You can extend the life of HID bulbs by turning on headlights only when required based on driving conditions and the motor vehicle laws applicable to the area in which you are driving.
- Your vehicle has a feature to automatically turn off your headlights when you turn off your vehicle and open the driver's door. This function prevents inadvertent battery drainage in the event the headlights are left in the ON position. You can extend the life of the HID bulb by always turning the headlight switch to the OFF position when not in use.
- The greatest strain on HID bulbs occurs when the HID bulb is turned back ON while it is still hot. Consequently, you should minimize the number of times the HID headlamps are turned ON and OFF.

We hope these tips are useful to you. If you have any further questions, please see your Owner's Manual or contact any Toyota dealer for further information.

**Q8: How does a customer receive warranty service for HID bulb and/or ECU repairs under the extended New Vehicle Limited Warranty?**

A8: If a customer experiences problems related to their HID bulb and/or ECU, please direct them to contact any Toyota dealer for further information.

**Q9: How does a customer participate in the settlement?**

A9: For more information about the settlement, including any settlement benefits, customers should contact the Claims Administrator using any of the following means:

- Toll-free Call Number: 1 (800) 746-3614
- Visit [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)
- Visit [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP)

**Q10: How does a customer know if she is eligible to participate in the settlement?**

A10: The settlement is limited to owners and lessees of 2006-2009 model year Toyota Prius vehicles with original, factory-installed HID headlights. The following are excluded from this class:

- 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.

For more information about the settlement, including eligibility, customers should contact the Claims Administrator using any of the following means:

- Toll-free Call Number: 1 (800) 746-3614
- Visit [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)
- Visit [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP)

**Q11: When can customers begin participating in the settlement?**

A11: Class notice will be mailed to all current owners and lessees of 2006-2009 model year Toyota Prius vehicles with original, factory-installed HID headlights beginning in late February/early March. For more information about timing and deadlines related to the settlement, customers should contact the Claims Administrator using any of the following means:

- Toll-free Call Number: 1 (800) 746-3614
- Visit [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)
- Visit [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP)

**Q12: Can customers participate in the warranty extension program if their vehicle is outside the 5 year/50,000 mile period?**

A12: Yes, however customers must provide proof that the problem first occurred within both 5 years and 50,000 miles of the original purchase or lease date of the vehicle. One example of proof would be to present a repair estimate done within the 5 year and 50,000 mile period.

**Q13: What happens if customers request copies of their repair and payment documents?**

A13: Toyota Motor Sales, U.S.A. will not provide copies of any such documents provided by customers pursuant to the December 2009 Prius HID Headlight Customer Support Program. If a customer contacts a dealer for a copy of a repair invoice and proof of payment, dealers have been encouraged to provide such copies to the extent such records are reasonably available, so long as the customer provides some form of identification establishing that they are same person indicated on the receipt or proof of payment.

**Q14: When will reimbursement be made to customers?**

A14: Reimbursement timing information will be available from the Claims Administrator. For more information about timing and deadlines related to the settlement, customers should contact the Claims Administrator using any of the following means:

- Toll-free Call Number: 1 (800) 746-3614
- Visit [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)
- Visit [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP)

## 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
<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

QUESTIONS? CALL 1 (800) 746-3614 OR VISIT [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP) OR [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)



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

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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.

QUESTIONS? CALL 1 (800) 746-3614 OR VISIT [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP) OR [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)

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:

QUESTIONS? CALL 1 (800) 746-3614 OR VISIT [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP) OR [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)

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

QUESTIONS? CALL 1 (800) 746-3614 OR VISIT [WWW.GIRARDGIBBS.COM/PRIUS.ASP](http://WWW.GIRARDGIBBS.COM/PRIUS.ASP) OR [WWW.HIDSETTLEMENT.COM](http://WWW.HIDSETTLEMENT.COM)

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.

*Collado, et al. v. Toyota  
Motor Sales, U.S.A., Inc.*  
(TYM)  
1 (800) 746-3614  
February 7, 2011

Thank you for calling the *Collado, et al. v. Toyota Motor  
Sales, U.S.A., Inc.* Settlement Helpline. Your call is  
being handled by our automated system.

You may obtain additional information by visiting the official settlement website at [www.HIDsettlement.com](http://www.HIDsettlement.com). Please do not  
contact the Court. Please listen carefully to the following options.

If you would like to hear a summary of the settlement, please press 1.  
If you would like to hear a summary of the settlement benefits, please press 2.  
If you would like to hear a summary of the deadlines in this settlement, please press 3.  
If you would like to request a Notice and Claim Packet, please press 4.  
If you have additional questions, please press 5.  
To repeat the menu options, please press the star key.

1

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

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.

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 headlights  
who reside in the United States.

The Notice and Claim Form are available on  
the settlement website at  
[www.HIDsettlement.com](http://www.HIDsettlement.com).

To repeat this information, please press 1.  
To return to the menu selections, please  
press 2.

System  
returns  
caller to the  
main menu.

2

See Page  
2

3

See Page  
2

4

The Notice and Claim Form  
are available on the  
settlement website at  
[www.HIDsettlement.com](http://www.HIDsettlement.com).

If you would like the Claim  
Administrator to mail you  
the Notice and Claim Form,  
please stay on the line to  
leave your contact  
information with our  
automated system.

To repeat this information,  
please press 1.  
To return to the menu  
selections, please press 2.

System  
prompts  
caller for  
name and  
address.

Thank you. You  
can expect  
delivery within  
3-5 business  
days.

5

If you have additional questions  
after reviewing the Notice and  
other information available on  
the settlement website,  
[www.HIDsettlement.com](http://www.HIDsettlement.com),  
please stay on the line to leave  
your contact information with  
our automated system.

To repeat this information,  
please press 1.  
To return to the menu  
selections, please press 2.

System  
prompts  
caller for  
name and  
address.

Thank you. Your  
call will be  
returned as soon  
as possible.

2



Under the settlement, 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.

Cash reimbursement will be available for past repairs of HID headlight bulbs and HID electronic control units (also known as the ECU) provided you have not already received a full reimbursement. To receive a cash reimbursement, you must mail in a valid Claim Form and a receipt postmarked on or before May 30, 2011. Cash reimbursements will be made only if the court approves the settlement.

Returning a Claim Form is the only way to receive a cash payment from this settlement. You do not need to submit a claim form to take advantage of the extended warranty.

The Notice and Claim Form are available on the settlement website at [www.HIDsettlement.com](http://www.HIDsettlement.com).

To repeat this information, please press 1.  
To return to the menu selections, please press 2.



	System returns caller to the main menu.	
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3



Returning a Claim Form is the only way to receive a cash reimbursement from this settlement. All Claim Forms in the settlement must be postmarked no later than May 30, 2011. You may download a Claim Form from the settlement website, [www.HIDsettlement.com](http://www.HIDsettlement.com).

The Court will consider the adequacy, reasonableness and fairness of the proposed settlement at a Fairness Hearing to be held on August 1, 2011 at 10:00 a.m.

If you are a Class Member and wish to exclude yourself from this settlement, you must send a letter by U.S. mail 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. You must mail your exclusion request postmarked on or before July 6, 2011.

If you are a Class Member and wish to submit an objection, 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. You must mail your letter such that it is received no later than July 6, 2011.

This is only a summary. For more information about the Fairness Hearing and complete instructions on how to object or exclude yourself, please refer to the Notice, which is available online at [www.HIDsettlement.com](http://www.HIDsettlement.com).

To repeat this information, please press 1.  
To return to the menu selections, please press 2.



	System returns caller to the main menu.	
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**MUST BE  
POSTMARKED ON  
OR BEFORE  
MAY 30, 2011**

**Collado, et al. v. Toyota Motor Sales, U.S.A., Inc.  
c/o The Garden City Group, Inc.  
P.O. Box 9711  
Dublin, OH 43017-5611  
Toll Free: 1 (800) 746-3614**

Claim No.

Control No.

**I. Verify Your Contact Information:**

If your contact information is incorrect, please correct it below.

Name:

Address:

City/State/Zip:

Phone Number:

(      )

**PRIUS HIGH INTENSITY DISCHARGE ("HID" ) HEADLIGHTS CLAIM FORM**

*Collado v. Toyota Motor Sales, U.S.A., Inc., Case No. 2:10-cv-3113-R (C. D. Cal.);  
Fixler v. Toyota Motor Sales, U.S.A., Inc., Case No. 2:10-cv-3124-R (C.D. Cal.); and  
Moore v. Toyota Motor Sales, U.S.A., Inc., Case No. BC419672 (L.A. Super. Ct.)*

**II. Provide a repair receipt or other paperwork (original or copies):**

A. For repairs at a mechanic, your paperwork must show :

- The parts repaired or replaced (e.g., bulb or electronic control unit (ECU));
- The amount paid for repair;
- The date and vehicle mileage at the time of repair (mileage is not needed for ECU repairs); and
- The Vehicle Identification Number (VIN).

B. If you paid for parts only (e.g., bought bulbs and installed yourself ), your paperwork must show:

- The amount paid and the date of purchase;
- The type of part purchased (e.g., bulb); and
- Proof of ownership or lease of a 2006-2009 Prius.

**NOTE: You are ineligible for cash reimbursements if you have already been fully reimbursed for your HID headlight-related expenses.**

**III. For repairs to HID headlight bulbs done after 5 years or 50,000 miles, you can:**

- Submit proof that the headlight first failed within 5 years and 50,000 miles, or
- Provide a statement as to why you should be reimbursed. The factors that will be considered, as well as a space to write your statement, are provided on the reverse side of this form.

**IV. Sign and Date:**

FOR MORE INFORMATION PLEASE VIEW THE CLASS NOTICE, CALL THE CLAIM ADMINISTRATOR AT 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)

Signature

Date

**V. Mail Claim Form and Paperwork by May 30, 2011 to:**

Collado, et al. v. Toyota Motor Sales, U.S.A., Inc.  
c/o The Garden City Group, Inc.  
P.O. Box 9711  
Dublin, OH 43017-5611

**For repairs to HID headlight bulbs done after 5 years or 50,000 miles:**

You may provide a statement as to why you believe you should receive a reimbursement. Your statement can include any facts you think are helpful, including:

1. The cost of your headlight repairs;
2. The date and mileage of the headlight repairs;
3. The date and mileage that the headlight problems began;
4. Any previous headlight problems or repairs; and
5. Whether you used your headlights during the day, or usually only at night.

[illegible]

FOR MORE INFORMATION PLEASE VIEW THE CLASS NOTICE, CALL THE CLAIM ADMINISTRATOR AT 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)