

Toyota RAV4 Battery Class Action 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 2013-2018 Toyota RAV4 Vehicles

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants¹ concerning 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 (known as the “Subject Vehicles”). Note: hybrid vehicles are not included in the Recall or the Settlement. If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides a Consumer Support Program that provides an Inspection Program and reimbursement of certain unreimbursed out-of-pocket expenses as further discussed in this Settlement notice.

The case is currently pending before Judge Amos L. Mazzant, III in the United States District Court for the Eastern District of Texas, Sherman Division, in an action titled *Murphy v. Toyota Motor Corp. et al.* (Case No. 4:21-cv-00178). Plaintiffs allege that the battery terminal equipped in the Subject Vehicles are vulnerable to battery failure which can lead the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire in the engine compartment. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. The purpose of this notice is to provide you with important information about the Settlement so you may decide what to do.

If the Court grants final approval, the Settlement will provide compensation and other benefits to eligible current and former owners and lessees of Subject Vehicles through a Customer Support Program. The Customer Support Program benefits include:

- An Inspection Program;
- A Battery Replacement Reimbursement Program that provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles;
- An Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program that provides reimbursement for (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses; and
- An Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program that provides:
 - (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly; and
 - (ii) related reasonable rental and/or towing expenses.

You may be eligible for these benefits if you own, lease, or previously owned or leased a Subject Vehicle and file a timely and valid Claim. The Subject Vehicles are 2013–2018 RAV4 vehicles.

To determine whether your vehicle is part of the Class, please visit the Settlement website, www.RAV4BatteryAssemblySettlement.com, which contains a Vehicle Identification Number (VIN) lookup tool to check the eligibility of your vehicle.

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

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

For their work in securing this Settlement, the attorneys representing the Class (known as “Class Counsel”) will request up to \$13.6 million in attorneys’ fees, costs, and expenses. Class Counsel will also request service awards of up to \$5,000 for each of the Class Representatives. If approved by the Court, the attorneys’ fees, costs, and expenses, and Class Representative service awards, will be paid by Toyota.

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.RAV4BatteryAssemblySettlement.com. Please visit the website regularly for further updates about the Settlement.

What This Notice Contains

A. BASIC INFORMATION..... 3

1. What is this Notice about? 3

2. What are my options? 3

3. What is this lawsuit about? 5

4. Which Vehicles are included in the Settlement?..... 5

5. What is a Class Action? 5

6. Why is there a Settlement?..... 5

B. WHO IS IN THE SETTLEMENT 5

7. Am I included in the Settlement?..... 5

8. Is anyone excluded from the Settlement? 6

9. I am not sure if I am included in the Settlement. How do I obtain more information? 6

C. THE SETTLEMENT BENEFITS – WHAT YOU GET AND HOW TO GET IT 6

10. What does the Settlement provide?..... 6

11. How does the Inspection Program work? 6

12. How does the Battery Replacement Reimbursement Program work?..... 7

13. How does the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program work? 7

14. How does the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program work? 7

15. How do I submit my claim for out-of-pocket expenses? 8

16. When will my claim for out-of-pocket expenses be paid?..... 8

17. I have multiple Subject Vehicles. How many claims for out-of-pocket expenses may I submit? 8

18. What am I giving up in exchange for the Settlement benefits? 8

D. EXCLUDING YOURSELF FROM THE SETTLEMENT 9

19. If I exclude myself, can I get anything from this Settlement? 9

20. If I exclude myself, can I sue later? 9

21. How do I get out of the Settlement?..... 9

E. THE LAWYERS REPRESENTING YOU..... 10

22. Do I have a lawyer in the case?..... 10

23. How will the lawyers be paid?..... 10

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

F. OBJECTING TO THE SETTLEMENT..... 10

24. How do I tell the Court if I do not like the Settlement?..... 10

25. What is the difference between objecting and excluding yourself?..... 12

G. THE COURT’S FAIRNESS HEARING 12

26. When and where will the Court decide whether to grant final approval of the Settlement?..... 12

27. Do I have to come to the hearing? 12

28. May I speak at the hearing? 13

H. GETTING MORE INFORMATION..... 13

29. How do I get more information?..... 13

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 proposed Settlement, and your legal rights. Judge Amos L. Mazzant, III of the United States District Court for the Eastern District of Texas, Sherman Division is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *Murphy v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 4:21-cv-00178.

If you have any questions, please visit www.RAV4BatteryAssemblySettlement.com or contact the Settlement Notice Administrator at 1-877-522-3626.

2. What are my options?

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

<p>OBTAIN AN INSPECTION OF THE SUBJECT VEHICLE</p>	<p>Authorized Toyota Dealers will perform an inspection the Subject Vehicle to confirm that the Subject Vehicle’s battery is the correct size. If certain components used to secure the battery in place are found to be damaged or missing during this inspection, they will be replaced at no cost to the Class Member, as long as the correct size battery is installed at the time of the inspection. Repairs will not be made to fix any damage caused by a collision involving the Subject Vehicle. You may receive an inspection regardless of whether you had previously obtained an inspection by an authorized Toyota Dealer as part of Consumer Advisory 21TG01.</p>
<p>FILE A CLAIM FOR REIMBURSEMENT</p>	<p>You will be able to submit a claim for reimbursement at www.RAV4BatteryAssemblySettlement.com for the following programs:</p> <ul style="list-style-type: none"> • Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles. The deadline to submit claims is June 25, 2025.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

	<ul style="list-style-type: none"> • Unreimbursed Out-of-Pocket Repair/Reimbursement Expense Reimbursement Program which provides reimbursement for costs incurred prior to June 25, 2024, of (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses. The deadline to submit such claims is December 1, 2024. • Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program that provides reimbursement for costs incurred prior to June 25, 2025, or 30 days after the date the Recall Remedy is available, whichever date is earlier, of: (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly and (ii) related reasonable rental and/or towing expenses. The deadline to submit such claims will be July 1, 2025. <p>Please refer to Questions 12–17 below for more information about the eligible out-of-pocket expenses.</p> <p>If you incurred out-of-pocket expenses related to the costs above, you may submit a claim for reimbursement at www.RAV4BatteryAssemblySettlement.com. Please refer to Question 15 for details on how to submit a claim.</p>
OBJECT	<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 24-25 below for further details on objecting to the Settlement. You must object by September 30, 2024. You cannot both exclude yourself from and object to the Settlement.</p>
EXCLUDE YOURSELF	<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 19-21 below for details on excluding yourself from the Settlement. Your request for exclusion must be postmarked on or before October 21, 2024.</p>
APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING	<p>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 24 and 26-28 for further details. The fairness hearing is set for November 19, 2024, at 9:00 a.m. CST.</p>
DO NOTHING	<p>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.</p>

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

3. What is this lawsuit about?

This lawsuit alleges that Toyota designed and sold 2013-2018 RAV4 vehicles with a defective battery terminal. The battery terminal includes a battery clamp sub-assembly, battery tray, and positive terminal cover that holds the battery in place while the vehicle is in use. Plaintiffs allege that the battery defect can cause a failure of the battery leading the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire in the engine compartment.

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

4. Which Vehicles are included in the Settlement?

The Settlement applies to 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023. Note: hybrid 2013-2018 RAV4 vehicles are not included in the Recall or the Settlement.

To determine whether your vehicle is part of the Settlement, please visit www.RAV4BatteryAssemblySettlement.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.

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 19-21 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.RAV4BatteryAssemblySettlement.com.

B. WHO IS IN THE SETTLEMENT

7. Am I included in the Settlement?

You are included in the Class if as of **June 25, 2024**, you own, lease, or previously owned or leased a Subject Vehicle (as defined in Question 4 above) in any of the fifty States, the District of Columbia, Puerto Rico, and all

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

other United States territories and/or possessions.

To check whether you have a Subject Vehicle, please enter your Vehicle Identification Number in the VIN lookup tool available at www.RAV4BatteryAssemblySettlement.com.

8. Is anyone excluded from the Settlement?

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

- Toyota, its officers, directors, and employees;
- Plaintiffs' counsel;
- the Court and associated court staff assigned to this case and their immediate family members; and
- Persons or entities who or which timely and properly exclude themselves from the Class and the exclusion request is finally approved by the Court.

For more information, please review the Settlement Agreement available at www.RAV4BatteryAssemblySettlement.com.

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 **1-877-522-3626** or visit www.RAV4BatteryAssemblySettlement.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?

Plaintiffs and Toyota have agreed to a Customer Support Program which consists of:

- An Inspection Program to confirm that the Subject Vehicle's battery is the correct size and make certain repairs (described in Question 11 below);
- A Battery Replacement Reimbursement Program (described in Question 12 below);
- An Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program (described in Question 13 below); and
- An Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program (described in Question 14 below).

To receive the compensation benefits, you must submit a claim by the deadlines specified in the Questions 12-14. 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.

11. How does the Inspection Program work?

Toyota shall institute a Settlement Inspection Program where authorized Toyota Dealers will perform an inspection the Subject Vehicle to confirm that the Subject Vehicle's battery is the correct size. If certain components used to secure the battery in place are found to be damaged or missing during this inspection, they will be replaced at no cost to the Class Member, as long as the correct size battery is installed at the time of the inspection. Repairs will not be made to fix any damage caused by a collision involving the Subject Vehicle.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

You may participate in the Inspection Program if:

- (a) Your Subject Vehicle had not previously been inspected by an authorized Toyota Dealer as part of the Consumer Advisory 21TG01 (“Consumer Advisory”); or
- (b) Your Subject Vehicle had previously been inspected by a Toyota Dealer as part of the Consumer Advisory, but you request a second inspection be performed.

12. How does the Battery Replacement Reimbursement Program work?

Toyota will implement a Battery Replacement Reimbursement Program that permits Class Members to submit a claim for a partial reimbursement to replace a Group 26R battery with a Group 35 battery in a Subject Vehicle. The amount of reimbursement will be as follows:

- For Class Members that already received a \$32 discount pursuant to Consumer Advisory 21TG01, the Class Member may submit a claim to receive a \$43 reimbursement.
- For Class Members that purchased a battery prior to **June 25, 2024**, but had not received a \$32 discount pursuant to the Consumer Advisory, the Class Member may submit a claim to receive a \$75 reimbursement.
- For Class Members that purchase a battery at an authorized Toyota Dealer after **June 25, 2024**, the Class Member may submit a claim to receive a \$75 reimbursement.
- Class Members that have not previously received a discount pursuant to the Consumer Advisory and purchase a battery after **June 25, 2024**, from a source other than an authorized Toyota Dealer will not be eligible for reimbursement.

Class Members may submit claims under the Battery Replacement Reimbursement Program until **June 25, 2025**.

13. How does the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program work?

Toyota will implement an Out-of-Pocket Repair/Replacement Expense Reimbursement Program that permits Class Members to submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses.

Expenses for claims submitted as part of the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must have been incurred prior to **June 25, 2024**.

Claims for the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must be submitted by **December 1, 2024**.

Expenses that are not the result of the alleged defect to the Subject Vehicle’s battery hold-down assembly, but rather are the result of collision, misuse and/or abuse will not be eligible for reimbursement.

14. How does the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program work?

Toyota will implement an Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program that permits Class Members to submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly and (ii) related reasonable rental and/or towing expenses.

The amount reimbursed for a Claim is limited to the actual unreimbursed out-of-pocket expense actually incurred

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

by the Class Member. For the avoidance of doubt, where a claim was made pursuant to a Class Member's insurance policy, reimbursement is limited to the deductible actually paid by the Class Member.

Expenses for claims submitted as part of the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must have been incurred within a year following **June 25, 2024** or 30 days after the Recall Remedy is available to the Class Member, whichever is earlier.

Claims for the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must be submitted by **July 1, 2025**.

Expenses that are not the result of the alleged defect to the Subject Vehicle's battery hold-down assembly, but rather are the result of collision, misuse, and/or abuse will not be eligible for reimbursement.

15. 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, invoice, credit card statement, canceled check, an associated towing or rental car rental expense, an associated damage related to the battery hold-down assembly unit, and other reasonable and practicable evidence. To submit your claim, please visit www.RAV4BatteryAssemblySettlement.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 the Claim Form from the Settlement website or request a hardcopy form to be mailed to you by calling 1-877-522-3626. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: www.RAV4BatteryAssemblySettlement.com

Submit claims via mail:

Settlement Notice Administrator
PO Box 2589
Portland, OR 97208-2589

16. 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. Payments will continue on a rolling basis as claims are submitted and approved. Please check www.RAV4BatteryAssemblySettlement.com for updates on Settlement payments.

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

18. 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 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

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

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.RAV4BatteryAssemblySettlement.com. You can talk to one of the lawyers listed in Question 22 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

19. 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.

20. 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.

21. 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:

- The case name “*Murphy v. Toyota Motor Corp. et. al.*” and number of the Action, No. 4:21-cv-00178;
- Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- An explanation of the basis upon which you claim to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);
- A request that you want to be excluded from the Class; and
- Your dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient).

You cannot ask to be excluded over the phone or at the settlement website. You **must** mail your letter with your exclusion request to:

Settlement Notice Administrator
PO Box 2589
Portland, OR 97208-2589
1-877-522-3626

Your letter with your exclusion request must be postmarked no later than **October 21, 2024**, to be considered by the Court. The deadlines found in this notice may be changed by the Court. Please check www.RAV4BatteryAssemblySettlement.com regularly for updates regarding the Settlement.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

E. THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers from the law firms Freed Kanner London & Millen LLC, McCune Law Group APC, Bailey & Glasser LLP, and Steckler Wayne Cherry & Love PLLC. These lawyers are called “Class Counsel.” Their contact information is as follows:

Kimberly A. Justice
Freed Kanner London & Millen LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6771
kjustice@fklmlaw.com

David C. Wright
McCune Law Group APC
3281 E. Guasti, Road, Suite 100
Ontario, California 91761
Telephone: (909) 557-1250
dcw@mccunewright.com

Bruce Steckler
Steckler Wayne Cherry & Love PLLC
12720 Hillcrest Road
Dallas, Texas 75230
Telephone: (972) 387-4040
bruce@swclaw.com

Todd A. Walburg
Bailey & Glasser, LLP
1999 Harrison Street, Suite 660
Oakland, California 94612
Telephone: (510) 272-8000
twalburg@baileyglasser.com

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

23. How will the lawyers be paid?

Class Counsel will ask the Court to award the attorneys representing the Class up to \$13.6 million to compensate them for their attorneys’ fees, costs and expenses in litigating this case and securing this nationwide Settlement for the Class. Class Counsel will also ask the Court to award each of the Settlement Class Representatives a service award of up to \$5,000 each for their work in this litigation.

The Court must approve Class Counsel’s requests for fees, costs and expenses, and Settlement Class Representative service awards. Class Counsel will submit their request by September 30, 2024, and that document will be available at www.RAV4BatteryAssemblySettlement.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, costs and expenses and Settlement Class Representative service awards, as explained further in Question 24.

Please check www.RAV4BatteryAssemblySettlement.com regularly for updates regarding Class Counsel’s request for attorneys’ fees, costs, and expenses.

F. OBJECTING TO THE SETTLEMENT

24. 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 Class Counsel’s request for attorneys’ fees, costs, and expenses, and the request for Settlement Class Representative

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

service awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name “*Murphy v. Toyota Motor Corp. et. al.*” and number of the Action, No. 4:21-cv-00178;
- Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- An explanation of the basis upon which you claim to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), and whether the Subject Vehicle is currently owned or currently leased by you;
- Whether the objection applies only to you, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence you believe supports the objection;
- The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection to this Settlement, the caption and case number of each case in which you have made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- If you have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection;
- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
- Your original signature and date of signature (an electronic signature or attorney’s signature is not sufficient).

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

- The full name, telephone number, mailing address, and e-mail address of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for attorneys’ fees, costs and expenses;
- The identity of all counsel representing you who will appear at the Fairness Hearing; and
- The number of times your counsel has represented an individual or entity on whose behalf counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which your counsel has made such objection and the caption and case number of any related appeal.

The lawyer(s) asserting the objection must also:

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

You must file your objection electronically with the Court on or before **September 30, 2024**, or mail your objection to the Clerk of the Court, Class Counsel and Toyota’s counsel so it is received by **September 30, 2024**:

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

Court	Class Counsel	Toyota's Counsel
Clerk of Court United States District Court Eastern District of Texas, Sherman Division 101 East Pecan Street, Room 216 Sherman, Texas 75090	Kimberly A. Justice Freed Kanner London & Millen LLC 923 Fayette Street Conshohocken, PA 19428	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 Class Counsel and to Toyota's Counsel at the addresses listed above, and file that notice with the Court by **October 21, 2024**. See Question 28 for more information.

25. 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

26. 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 **9:00 a.m. CST on November 19, 2024**, at the United States District Courthouse, Eastern District of Texas, 101 East Pecan Street, Paul Brown United States Courthouse, Sherman, Texas 75090. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs, and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see* Question 24 above). 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 www.RAV4BatteryAssemblySettlement.com for further updates.

27. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see* Question 24 above). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

28. 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 **October 21, 2024**, and send a copy of that notice to Class Counsel and to Toyota's Counsel at the addresses listed in Question 24 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **9:00 a.m. CST on November 19, 2024**. The Court may reschedule the Fairness Hearing, so check the Settlement website www.RAV4BatteryAssemblySettlement.com for further updates.

H. GETTING MORE INFORMATION

29. 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.RAV4BatteryAssemblySettlement.com. You can also call the toll-free number, 1-877-522-3626.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

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, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type regarding the subject matter of the Action, 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, including property damage claims allegedly caused by a defect of the Subject Vehicle's battery hold-down assembly, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action.

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 th[e] Agreement, Plaintiffs and Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

E. The Final Approval Order will reflect these terms of this Release.

F. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Approval Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

G. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, investigate, 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, Class Representatives, on behalf of the other 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 Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel on behalf of the Class Representatives 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 Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

I. Class Representatives expressly understand and acknowledge that all Class Representatives 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 released party.

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

J. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement. Class Members submitting a 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.

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

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

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 in regard to the Action. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Toyota.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.