

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
) FRIDAY, THIS 8TH DAY OF
MR. JUSTICE C. MacLEOD) JUNE, 2018

B E T W E E N:

DEVIN FORBES, STEVEN LAGACÉ, MICHAEL EVELAND
and JOSEPH EDWARD PAUL RATZ

Plaintiffs

-and-

TOYOTA CANADA INC.

Defendant

Proceeding under the Class Proceedings Act, 1992

ORDER

(Certification and Notice Approval)

THIS MOTION by the Plaintiffs for an Order certifying this action as a class proceeding for settlement purposes as against the Defendant and approving the notices of settlement approval hearings and the method of dissemination of such notices was read this day at the Court House at 161 Elgin Street, 2nd Floor, Ottawa, Ontario.

ON READING the materials filed, including the National Settlement Agreement attached to this Order as Appendix "A" (the "Settlement Agreement"), as well as, the Consent of the parties filed.

1. **THIS COURT ORDERS** that except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that this action is hereby certified as a class proceeding for settlement purposes only on behalf of the following National Class:

“All persons, entities, or organizations resident in Canada (including the Territories), excluding the members of the Quebec Class, who, at any time as of the entry of the Pre-Approval Order, own or owned, purchase(d), or lease(d) any of the Subject Vehicles distributed for sale or lease in Canada. Excluded from the Class are: (a) Toyota, its officers, directors, and employees; its affiliates and affiliates’ officers, directors, and employees; its distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Class Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class as provided in this Settlement Agreement.”
3. **THIS COURT ORDERS** that plaintiffs Devin Forbes, Steve Lagacé, Joseph Edward Paul Ratz, and Michael Eveland are hereby appointed as the Class Representatives for the National Class.
4. **THIS COURT ORDERS** that this action is hereby certified as a class proceeding on the basis of the following issue:

“Are the Subject Vehicles subject to excessive, premature rust corrosion in the course of their normal use?”
5. **THIS COURT ORDERS** that the form and content of the Short-Form and the Long-Form Notices, substantially in the form attached as Appendix “B” (short-form) and Appendix “C” (long-form) (collectively, the “Pre-Approval Notice”) are hereby approved.
6. **THIS COURT ORDERS** that the Pre-approval Notice shall be published and disseminated in accordance with the Declaration of the Settlement Notice and Claims Administrator (the “Notice Program”), which shall be substantially completed by no July 15, 2018.

7. **THIS COURT ORDERS** that Crawford & Company (Canada), Inc., doing business as GCG Canada, is hereby appointed as Settlement Notice and Claims Administrator for the settlement (the “Administrator”) for the coordination of the Pre-Approval Notice and the administration of objections and related tasks and to oversee and administer the Settlement and Claims Process;
8. **THIS COURT ORDERS** that in order to effectuate the Notice Program, the Administrator is hereby permitted to verify the name and address of current and former registered owners (“Ownership Information”) of the following Toyota vehicles: Tacoma (2005-2010), Tundra (2007-2008) and Sequoia (2005-2008) (“Subject Vehicles”) by Vehicle Identification Number (“VIN”) from one or more third-party entities and/or agencies, including but not limited to:

Société de l'assurance automobile du Québec
Access Nova Scotia
Access Prince Edward Island (Access PEI)
Alberta Registrar of Motor Vehicle Services
Government of Yukon
Insurance Corporation of British Columbia (ICBC)
Manitoba Public Insurance
Ministry of Transportation of Ontario
Prince Edward Island – Motor Vehicle Registration
Saskatchewan Government Insurance (SGI)
Service Alberta
Service Alberta - AMVIR and Data Access
Service Alberta - Drivers and Motor Vehicles
Service New Brunswick
Service New Brunswick – Department of Justice and Public Safety
Service Newfoundland (Service NL)
Service Nova Scotia

9. **THIS COURT ORDERS** that such third-party entities and/or agencies shall provide this Ownership Information to the Administrator, who shall keep this Ownership Information secure and safe;
10. **THIS COURT ORDERS** that the Opt Out Deadline shall be October 22, 2018 and no National Class Member may opt out of this class action after the Opt-Out Deadline has passed;
11. **THIS COURT ORDERS** that the form and content of the Opt Out Form, substantially in the form attached as Appendix "D", is hereby approved.
12. **THIS COURT ORDERS** that any National Class Member who wishes to be excluded from the Class must mail a notice of exclusion, using the Opt-Out Form, to the Settlement Notice and Claims Administrator, postmarked on or before October 22, 2018, specifying that he or she wants to be excluded.
13. **THIS COURT ORDERS** that any National Class Member who elects to opt out of this class action in accordance with the provisions of this Order may not also object to or comment on the Settlement Agreement and any such objection or comments received therefrom shall be deemed withdrawn.
14. **THIS COURT ORDERS** that any National Class Member who timely and validly opts out of this class action in accordance with the provisions of this Order shall not be bound by the Settlement Agreement, shall not be entitled to receive any benefits or compensation in connection with the Settlement Agreement, shall cease to be a putative class member in this action and any limitation periods otherwise applicable to said class member shall be deemed to re-commence running as of the Opt Out Deadline.
15. **THIS COURT ORDERS** that any National Class Member who does not file a timely written request for exclusion as provided in this Order is bound by all subsequent proceedings, orders and judgments, including, but not limited to the Release, Final Judgments, and Final Orders in the action.

16. **THIS COURT ORDERS** that any National Class Member who wishes to submit an objection or comment regarding the fairness, reasonableness, or adequacy of the Settlement Agreement, must file with this Court, postmarked on or before August 29, 2018, on their own or through lawyer retained at their own expense, a written submission that must include: (a) a heading which refers to the present action; (b) the commenter's full name, telephone number, email address (if any), and address (the commenter's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her comments; (e) whether the commenter intends to appear at the Approval Hearing(s) on his or her own behalf or through counsel; (f) a statement that the commenter is a Class Member, including the make, model, year, and VIN(s) of the Subject Vehicle(s); and (g) the commenter's dated, handwritten signature (an electronic signature or lawyer's signature are not sufficient), **AND THIS COURT ORDERS** that any documents supporting the objection or comments must be attached to the written submission and if any testimony is proposed to be given in support of the objection or comment at the Approval Hearing(s), the names of all persons who will testify must be set forth in written submission.
17. **THIS COURT ORDERS** that the form and content of the Frame Replacement Reimbursement Claim Form, substantially in the form attached as Appendix "E", is hereby approved.
18. **THIS COURT ORDERS** that the Administrator and Class Counsel shall post on their respective websites, as well as the websites:
- www.toyotaframesettlement.ca
 - www.reglementchassistoyota.ca


beginning no later than 10 days after the date of this Order:

- this Order as well as its unofficial French translation;
- all the Appendices of this Order;
- the Settlement Agreement as well as its unofficial French translation;

so that every document is accessible in both English and French.

19. **THIS COURT ORDERS** that the motion for settlement approval for this action shall be heard on September 7, 2018 at 10:00 a.m. at the Court House at 161 Elgin Street, Ottawa, Ontario (the "Settlement Approval Hearing").
20. **THIS COURT ORDERS** that the date and time of the motion for settlement approval shall be set forth in the Pre-Approval Notice but may be subject to adjournment by the Court without further publication of notice to Class Members, other than notice of such adjournment which shall be posted on the settlement website (the "Settlement Website").
21. **THIS COURT ORDERS** that the Pre-Approval Notice and the Notice Program constitutes fair and reasonable notice to the Class of the Settlement Approval Hearing and of the right of Class Members to object to the Settlement and satisfies the requirements of sections 19 and 29 of the *Class Proceedings Act, 1992*.
22. **THIS COURT ORDERS** that this Order shall not be effective unless and until a Pre-Approval Notice Judgment and Authorization Judgment for Settlement Purposes, generally on the same terms as this Order, is issued by the Superior Court of Quebec in the action titled Muraton vs. Toyota Canada Inc., filed in the District of Montreal, under Court File No. S.C.M. 500-06-000825-162;
23. **AND THIS COURT FURTHER ORDERS** that all costs of the Administrator and all costs of the Notice Program, including the Pre-Approval Notice to Class Members and the costs of publicizing the Notice, shall be paid by the Defendant.
24. There will be no costs of this motion.

ENTERED AT OTTAWA INSCRIT A OTTAWA	
ON/LE	JUN 14 2018
DOCUMENT #	0411
IN BOOK NO. 73-13	
AU REGISTRE NO. 73-13	


Justice C. MacLeod

APPENDIX "A"

SETTLEMENT AGREEMENT

DEVIN FORBES AND STEVE LAGACÉ - and - TOYOTA CANADA INC.	Plaintiffs Defendant	ONTARIO SUPERIOR COURT OF JUSTICE Court File No.: CV-16-70667-CP
THIERRY MURATON - and -- TOYOTA CANADA INC.	Plaintiff Defendant	SUPERIOR COURT OF QUEBEC, DISTRICT OF MONTREAL NO.: 500-06-000825-162

1. PREAMBLE AND RECITALS

This Settlement Agreement is made and entered into this 17th day of May, 2018, by, and among the Plaintiffs in the Actions (as defined below) on behalf of themselves and in their capacity as designated representatives of the Class (as defined below), by and through their counsel, and Toyota Canada Inc., (hereinafter "Toyota") by and through their counsel providing for the settlement of all claims in Canada (including the Territories) arising from, without limitation, the design, manufacture, marketing, sale and distribution of certain Toyota vehicles that allegedly lack adequate rust protection on the vehicles' frames, allegedly resulting in premature rust corrosion;

WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of the Class Members (as defined below) in any way arising out of or relating to the design, manufacture, marketing, sale and distribution of the Subject Vehicles' (as defined below) frames and/or associated parts;

WHEREAS, Class Counsel, on behalf of Class Representatives Joseph Edward Paul and Michael Eveland, agree to dismiss their actions: *Joseph Edward Paul Ratz v. Toyota Canada Inc.*, Court File No. 618-17 CP (Ontario Superior Court of Justice, filed March 13, 2017) and *Michael Eveland v. Toyota Canada Inc.*, Court File No.: CV-17-569403-00CP (Ontario Superior Court of Justice, filed February 9, 2017);

WHEREAS, the Parties shall seek concurrent or consecutive consent certification/authorization and Settlement approval of the Actions (as defined below) as class proceedings for the purpose of approving the Settlement Agreement;

WHEREAS, Toyota denies any liability or wrongdoing and further denies that the Plaintiffs or the Class Members have any justifiable claim for relief or that it has any liability to the Plaintiffs or the Class Members. Toyota further asserts that it has numerous meritorious affirmative defences to the claims advanced by the Plaintiffs and the Class Members;

WHEREAS, the Parties agree that Class Members have the right to exclude themselves from the Actions by exercising the right to Opt Out under section 9 of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 and Article 580 of the *Quebec Code of Civil Procedure*, CQLR c C-25.01 in the manner provided herein;

WHEREAS, Toyota has agreed to pay the amounts stipulated herein to settle all claims made by the Class Members in accordance with the eligibility criteria described herein and all administrative, adjudicative and notice costs associated with the implementation of this Settlement Agreement and all Class Counsel fees, disbursements and applicable taxes;

WHEREAS, the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out this Settlement Agreement, shall be offered in evidence in any action or proceeding against Toyota in any court, administrative agency or other tribunal in Canada or elsewhere in the world for any

purpose whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek court approvals of the Settlement Agreement;

WHEREAS, arm's length settlement negotiations have taken place between Class Counsel and Toyota's Counsel and this Settlement Agreement embodies all the terms and conditions of the settlement between Toyota and the Class Representatives, subject to final approval of the Court;

WHEREAS, the Class Representatives and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable, and in the best interests of the Class Members based on an analysis of the facts and the law as applied to the claims of the Class Members, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted litigation, trials and appeals, as well as the fair, cost-effective and assured method provided in the Settlement Agreement of resolving the claims of Class Members;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Class Representatives and the Class Members, and that Class Counsel have consulted with and confirmed that all Class Representatives fully support and have no objection to this Agreement;

WHEREAS, Toyota has similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risks and expense of defending multiple and protracted litigation, and to resolve finally and completely the pending and potential claims of the Class Members anywhere in Canada (including the Territories);

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and without any admission or concession of any kind whatsoever, the Parties, through their respective counsel, subject to approval by the Courts, AGREE AS FOLLOWS:

2. DEFINITIONS

A. As used in this Settlement Agreement and the attached exhibits (which are an integral part of this Settlement Agreement and are incorporated herein in their entirety by reference), the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

2.1 "Actions" means collectively *Devin Forbes and Steve Lagacé v. Toyota Canada Inc.*, Court File No. 16-70667-CP (Ontario Superior Court of Justice, filed November 21, 2016) and *Thierry Muraton v. Toyota Canada Inc.*, Court File No. 500-06-000825-162 (Superior Court of Quebec, District of Montreal, filed November 17, 2016);

2.2 **"Agreement" or "Settlement Agreement"** means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments.

2.3 **"Approval Hearing(s)"** means the hearing(s) at which the Court will determine whether to approve this Agreement as fair, reasonable, and in the best interests of the Class.

2.4 **"Claim"** means the claim of a Class Member or his or her or its representative submitted on a **Frame Replacement Reimbursement Claim Form** as provided in this Settlement Agreement.

2.5 **"Claim Period"** means the time period in which Class Members may submit a **Frame Replacement Reimbursement Claim Form** to the Settlement Notice and Claims Administrator, which shall run from the date of the Initial Notice Date up to and including sixty (60) days after the Court's issuance of the Final Order and Final Judgment.

2.6 **"Claimant"** means a Class Member who has not opted out and who has submitted a Claim.

2.7 **"Claims Process"** means the process for submitting and reviewing Claims described in this Settlement Agreement.

2.8 **"Class"** means, for settlement purposes only, the National Class Members and the Quebec Class Members as defined herein.

2.9 **"Class Counsel" or "Plaintiffs' Counsel"** means Jeff Orenstein and Andrea Grass of Consumer Law Group P.C.; Bryan C. McPhadden of McPhadden Samac Tuovi LLP, David Assor of Lex Group Inc., Michael Peerless of McKenzie Lake Lawyers LLP and Harvey T. Strosberg, Q.C. of Strosberg Sasso Sutts LLP.

2.10 **"Class Counsel Fees and Expenses"** means the legal fees, disbursements, and applicable taxes of Class Counsel in connection with the Actions and the Settlement, as described in Section 14 of this Agreement and as may be awarded by the Court.

2.11 **"Class Member"** means a member of the Class.

2.12 **"Class Representatives" or "Plaintiffs" or "Representative Plaintiffs"** mean Devon Forbes, Steve Lagacé, Joseph Edward Paul Ratz, Michael Eveland, and Thierry Muraton.

2.13 **"Common Issue"** means "Are the Subject Vehicles subject to excessive, premature rust corrosion in the course of their normal use?"

2.14 **"Courts"** means the Ontario Superior Court of Justice and the Superior Court of Quebec.

2.15 **"Effective Date"** means the latest date on which the Final Orders and/or Final Judgments approving this Agreement becomes final. For purposes of this Agreement;

A. if no appeal has been taken from the Final Orders and/or Final Judgments, "Effective Date" means the date on which the time to appeal therefrom has expired; or

B. if any appeal has been taken from the Final Orders and/or Final Judgments, "Effective Date" means the date on which all appeals therefrom have been finally disposed of in a manner that affirms the Final Orders or Final Judgments; or

C. if Class Counsel and Toyota agree in writing, the "Effective Date" can occur on any other agreed date.

2.16 "Final Judgments" or "Final Orders" or "Approval Orders" means the Courts' final judgments as described in Section 4 of this Agreement, which are to be consistent with the forms agreed upon by the Parties.

2.17 "First Use" means the date that the Subject Vehicle is originally sold or leased.

2.18 "Frame Inspection and Replacement Program" means the inspection program as further described in Section 7.1 below.

2.19 "Frame Replacement Reimbursement Claim Form" means the document agreed upon by the Parties.

2.20 "Initial Notice Date" means the first date on which the Pre-Approval Notice is disseminated to the Class.

2.21 "Inspection Protocol" means the procedures for review and inspection by Toyota Dealers of the Subject Vehicles for the Rust Perforation Standard, pursuant to the terms of this Settlement Agreement, as agreed upon by the Parties.

2.22 "Loaner Vehicle" means a vehicle of any potential make, model, or year, provided pursuant to the Frame Inspection and Replacement Program.

2.23 "Long Form Notice" means the notice substantially in the form agreed upon by the Parties for the Long Form Pre-Approval Notices. The Long Form Notices shall be in English for the National Class Members and in both English and French for Quebec Class Members.

2.24 "National Class" or "National Class Members" means, for settlement purposes only, all persons, entities, or organizations resident in Canada (including the Territories), excluding the members of the Quebec Class, who, at any time as of the entry of the Pre-Approval Order, own or owned, purchase(d), or lease(d) any of the Subject Vehicles distributed for sale or lease in Canada. Excluded from the Class are: (a) Toyota, its officers, directors, and employees; its affiliates and affiliates' officers, directors, and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Class Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who

or which timely and properly exclude themselves from the Class as provided in this Settlement Agreement.

2.25 **"Notice"** means the court-approved notices pursuant to the Notice Program as approved by the Courts;

2.26 **"Notice Program"** means the method by which the Pre-Approval Notices are to be disseminated to the Class, as described in Section 8.

2.27 **"Opt Out"** means the procedure by which a Class Member may be excluded from the application of the terms of this Settlement Agreement in accordance with the provisions of Section 11 herein.

2.28 **"Opt Out Deadline"** means the date specified by the Courts in the Pre-Approval Notice Orders.

2.29 **"Opt Out Form"** means the written notice of a Class Member's intention to Opt Out of this Settlement Agreement which shall be agreed upon by the Parties.

2.30 **"Parties"** means Class Representatives and Toyota, collectively, as each of those terms is defined in this Settlement Agreement.

2.31 **"Pre-Approval Notice"** means the Notice to Class Members advising of the Courts' approvals of the certification/authorization of the Class for settlement purposes only and the settlement approval hearing dates along with opt-out rights or the rights of Class Members to comment on the Settlement Agreement, substantially in the forms agreed upon by the Parties.

2.32 **"Pre-Approval Notice Order"** means the order, which, if approved, will be entered by the Courts certifying/authorizing the Class and approving the Pre-Approval Notice as outlined in Section 3 of this Agreement, which shall be substantially in the form agreed upon by the Parties.

2.33 **"Quebec Class" or "Quebec Class Members"** means, for settlement purposes only, all persons, entities, or organizations resident in Quebec who, at any time as of the entry of the Pre-Approval Order, own or owned, purchase(d) or lease(d) any of the Subject Vehicles distributed for sale or lease in Canada. Excluded from the Class are: (a) Toyota, its officers, directors, and employees; its affiliates and affiliates' officers, directors, and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Class Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class as provided in this Settlement Agreement.

2.34 **"Release"** means the release and waiver set forth in Section 12 of this Agreement and in the Final Order and Final Judgment.

2.35 **“Released Parties” or “Released Party”** means any Toyota entity, including, but not limited to, Toyota Canada, Inc., Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Manufacturing Canada, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering and Manufacturing North America, Inc., and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, lawyers, administrators, and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

2.36 **“Rust Perforation Standard”** means a 10 millimeter or larger perforation on the Subject Vehicle as described in the Inspection Protocol.

2.37 **“Salvaged”** means the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility or similar entity.

2.38 **“Settlement Notice and Claims Administrator”** means the Court-appointed third-party administrator agreed to by the Parties and appointed by the Court to implement the Notice Program and consult on Class Notice and to oversee and administer the Settlement, subject to the limits provided in this Agreement. The Parties agree that Crawford & Company shall serve as Settlement Notice and Claims Administrator, subject to approval by the Court.

2.39 **“Short-Form Notices”** means the short-form notices substantially in the form agreed upon by the Parties for the Pre-Approval Notices. The Short-Form Notices shall be in English for National Class Members and in both English and French for Quebec Class Members.

2.40 **“Subject Vehicles”** means the following Toyota vehicles:

Model	Years
Tacoma	2005-2010
Tundra	2007-2008
Sequoia	2005-2008

2.41 **“Toyota”** means Toyota Canada Inc.

2.42 **“Toyota Dealers”** means authorized Toyota dealers in Canada.

2.43 **“Toyota’s Counsel”** means Sylvie Rodrigue of Torys LLP.

2.44 Other capitalized terms used in this Settlement Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.

2.45 The terms "he" or "she" and "his" or "her" include "it" or "its" where applicable.

3. PRE-APPROVAL NOTICE ORDERS

3.1 Upon execution of this Settlement Agreement, the Plaintiffs in the Actions and Toyota shall jointly move for Orders from the Courts (the "Pre-Approval Notice Orders"), which will, among other things:

- A. Certify/authorize the Actions pursuant to the Ontario *Class Proceedings Act*, 1992, S.O. 1992, c. 6 on behalf of the National Class and pursuant to the Quebec *Code of Civil Procedure*, CQLR c C-25.01 on behalf of the Quebec Class, for the sole purpose of giving effect to this Settlement Agreement;
- B. Certify/authorize the Actions as class proceedings on the basis of the Common Issue;
- C. Order that Devin Forbes, Steve Lagacé, Joseph Edward Paul Ratz, and Michael Eveland be appointed as the Class Representatives for the National Class and Thierry Muraton be appointed as the Class Representative for the Quebec Class;
- D. Schedule a date and time for the Settlement Approval Hearings;
- E. Order that Crawford & Company be appointed as Settlement Notice and Claims Administrator for the coordination of the Pre-Approval Notice and the administration of objections and related tasks and to oversee and administer the Settlement and Claims Process;
- F. Order that the cost of the Settlement Notice and Claims Administrator shall be paid by Toyota pursuant to the provisions of Sections 5, 8, and 9;
- G. Approve the form and content of the Pre-Approval Notice;
- H. Approve and order the implementation of the Notice Program as it relates to the giving of the Pre-Approval Notice as set out in Section 9 of this Agreement;
- I. Order that the cost of the Notice Program, including the Pre-Approval Notice to Class Members and the cost of publicizing the Notice, shall be paid by Toyota pursuant to the provisions of Section 5 or 8;
- J. Approve the Frame Replacement Reimbursement Claim Form;
- K. Approve the Opt Out Form; and
- L. Set the Opt Out Deadline.

4. SETTLEMENT APPROVAL ORDERS

4.1 Following dissemination of the Pre-Approval Notice, the Plaintiffs in the Actions and Toyota shall jointly move for Orders from the Courts (the "Approval Orders"), which will, among other things:

- A. Approve the Settlement Agreement and all Exhibits thereto;
- B. Declare that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
- C. Order that the Settlement Relief set forth in this Settlement Agreement be provided in full satisfaction of the obligations of Toyota under this Settlement Agreement;
- D. Order that Crawford & Company be appointed as Settlement Notice and Claims Administrator for the Settlement;
- E. Order that the cost of the Settlement Notice and Claims Administrator shall be paid by Toyota pursuant to the provisions of Sections 5, 8, and 9;
- F. Order that any Party may bring a motion to any of the case management judges appointed to supervise the Actions at any time for directions with respect to the implementation or interpretation of this Settlement Agreement, such motion to be on notice to all other Parties;
- G. Provide that if any of the case-management judges in the Actions is, for any reason, unable to fulfill any of the duties set out in this Settlement Agreement and the Exhibits hereto, another judge of the Ontario or Quebec Court shall be appointed;
- H. Give effect to the releases in this Settlement Agreement;
- I. Dismiss and/or settle all claims, without costs, and enter judgment as appropriate consistent with the terms herein;
- J. Provide for releases and waivers in favour of Toyota as set out in Section 13 of this Settlement Agreement; and
- K. Set the Claim Period.

5. EFFECT OF NON-APPROVAL OR AMENDMENT OF SETTLEMENT AGREEMENT

5.1 In the event that the Courts fail to approve the Settlement Agreement in its entirety, the Parties reserve for themselves the right to amend this Settlement Agreement and any such amendment shall be in writing.

5.2 If this Settlement Agreement is not approved by the Courts:

A. This Settlement Agreement shall be null and void and shall have no force or effect and no party to this Settlement Agreement shall be bound by any of its terms except those of this paragraph; and

B. The Parties will petition the Courts to have any stay orders entered pursuant to this Agreement lifted; and

C. This Settlement Agreement, and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before this Settlement Agreement, except that the Parties shall cooperate in requesting that the Courts set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings; and

D. The Plaintiffs agree to consent to an Order setting aside the Pre-Approval Notice Orders to the extent those Orders authorize and certify the Actions. Such consents are without prejudice to the Parties' right to bring a motion/application to authorize or certify those Actions as class proceedings on a contested basis; and

E. Class Representatives and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification/ authorization, and punitive or other damages;

F. Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the Actions, including without limitation, any argument or position opposing class certification/ authorization, liability or damages;

G. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

H. Any settlement-related order(s) or judgment(s) entered in the Actions after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;

I. All costs incurred in connection with the Settlement Agreement, including, but not limited to the Notice Program, Settlement Notice and Claims Administration costs, Claims Administration costs, and in general all fees associated with notice, publication, claims administration and customer communications are the sole responsibility of Toyota and will be paid by Toyota, who will not be entitled to reimbursement of any such amounts paid. Neither Plaintiffs nor Class Counsel shall be responsible for any of these costs or other settlement-related costs;

J. Any Class Counsel Fees and Expenses previously paid to Class Counsel shall be returned to Toyota within 14 calendar days of termination of the Agreement; and

K. Toyota further specifically rejects that this Settlement Agreement constitutes an admission that the definition of a class contained herein constitutes a class appropriate for litigation purposes.

5.3 The Parties agree that whether or not it is approved by the Courts, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by Toyota or be used against Toyota for any purpose in this or any other proceeding in Canada or elsewhere in the world and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute an admission or be used by anyone (whether or not a party to these proceedings) in an effort to establish any of the alleged facts, the jurisdiction of the Canadian courts over any foreign party or the certification of these or other proceedings in any province.

6. WAIVER OF LIMITATION DEFENCE

6.1 For the purposes of making a claim under this Settlement Agreement, no Claimant shall be considered ineligible to receive any compensation set forth in this Settlement Agreement on the basis of any statute of limitation, prescription period or any other limitation or prescription defence. With respect to Class Members who Opt Out, any such limitation periods otherwise applicable shall be deemed to commence, or re-commence, running as of the Opt Out Deadline.

7. SETTLEMENT RELIEF

In consideration for the dismissal and/or settlement of the Actions with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Judgments and Final Orders, as further specified herein, Toyota agrees to provide the relief specified in this Section. The costs and expenses associated with providing the relief and otherwise implementing the relief specified in Section 7 of this Settlement Agreement shall be the sole obligation of and paid by Toyota.

7.1 Frame Inspection and Replacement Program

A. Toyota will offer the Frame Inspection and Replacement Program to all Class Members. The Frame Inspection and Replacement Program will provide prospective coverage for replacement of frames on Subject Vehicles that meet or exceed the Rust Perforation Standard as specified in the Inspection Protocol. As further discussed below, eligible Class Members' Subject Vehicles may have Corrosion-Resistant Compounds ("CRC") applied. It is estimated that approximately 75,000 Subject Vehicles are subject to this Settlement Agreement.

B. Subject to the provisions of Section 7.1.F, the duration of prospective coverage will begin 30 days following the occurrence of the Initial Notice Date, and will be calculated by the longer of 12 years from the date of First Use of

the Subject Vehicle or, if the Class Member has owned or leased the vehicle beyond 12 years from date of First Use, then for 1 year beginning 30 days following the occurrence of the Initial Notice Date. Pursuant to the Frame Inspection and Replacement Program and the Inspection Protocol, Toyota shall offer an initial inspection of the Subject Vehicles and additional inspections, as necessary. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged/non-repairable or claim paid are not eligible for this benefit.

C. Without cost to Class Members and upon request from the Class Member, Toyota shall arrange a complimentary Loaner Vehicle (upon proof of adequate insurance) if the vehicle is required by the Toyota dealer to remain at the dealership at least overnight pursuant to the Frame Inspection and Replacement Program, for up to seven (7) days, absent exceptional circumstances, to eligible Class Members whose Subject Vehicles are undergoing frame replacement pursuant to the terms of this Settlement Agreement.

D. Subject to the provisions of Section 7.1.F and pursuant to the Frame Inspection and Replacement Program and the Inspection Protocol, Class Members may have their Subject Vehicles' frames inspected by authorized Toyota Dealers and, if the vehicle is registered in Canada, for evaluation for application of the CRC for frames on Subject Vehicles that do not satisfy the Rust Perforation Standard and the Inspection Protocol. For vehicles registered in Canada, the application of the CRC is available for a two (2) year period beginning 30 days following the occurrence of the Initial Notice Date for the Subject Vehicles for which CRC has not been previously applied and the frame was not previously replaced. The timing of the availability of the CRC application will depend on Toyota's ability to obtain the applicable environmental permits. Toyota, at its sole discretion, may periodically mail reminder notices of this benefit to Class Members after the issuance of the Final Order and Final Judgment. Toyota shall mail a reminder notice to Class Members when there is only six (6) months remaining for the possible application of the CRC. The reminder notices shall notify the Class Members of the timing of this Frame Inspection and Replacement Program and will encourage Class Members to bring in their Subject Vehicles for an inspection, pursuant to the terms of this Settlement Agreement. Toyota shall provide draft reminder notices to Class Counsel for review and comment.

E. Toyota shall replace the frames and associated parts, as required, on the Subject Vehicles that satisfy the Rust Perforation Standard that are presented to a Toyota Dealer during the Frame Inspection and Replacement Program.

F. Toyota, at its sole discretion, may, after consultation with Class Counsel, implement the Frame Inspection and Replacement Program effective in advance of the issuance of the Pre-Approval Notice Orders and the occurrence of the Effective Date to expedite relief to the Class.

G. The benefit provided by the Frame Inspection and Replacement Program is transferable to subsequent owners of the Subject Vehicle.

H. If the Class Member disputes the findings of the Toyota Dealer conducted pursuant to this Frame Inspection and Replacement Program, the Class Member may take the Subject Vehicle to a second Toyota Dealer for another frame inspection.

7.2 Frame Replacement Reimbursement Claim Form Submission, Review, Processing and Payment

A. Eligible Class Members, during the Claim Period, may submit Claims for previously paid out-of-pocket expenses for frame replacement incurred to address a condition that satisfies the Rust Perforation Standard on the Subject Vehicles that were not otherwise reimbursed and that were incurred prior to the Initial Notice Date.

B. As part of the Claim Process, Class Members shall be eligible for the relief in this Settlement Agreement, provided that Class Members: (a) complete and timely submit Frame Replacement Reimbursement Claim Forms, with supporting documentation, to the Settlement Notice and Claims Administrator within the Claim Period; (b) have Claims that are eligible for reimbursement; and (c) do not opt out of the settlement. The Frame Replacement Reimbursement Claim Form shall be available on the settlement website and can be submitted in either hard-copy or on-line. In no event shall a Class Member be entitled to more than one payment per Subject Vehicle for the claims at issue. Sufficient proof shall include, but not be limited to, proof of ownership and documentation of cost, condition, and remedy.

C. The Settlement Notice and Claims Administrator shall receive the Claims, whether submitted electronically via the settlement website or by mail, and the Settlement Notice and Claims Administrator shall administer the review and processing of Claims. The Settlement Notice and Claims Administrator shall have the authority to determine whether Frame Replacement Reimbursement Claim Forms submitted by Class Members are complete and timely.

D. At Toyota's sole discretion, Toyota may agree to approve the payments of the Claims submitted to the Settlement Notice and Claims Administrator without review by said Administrator.

E. If a Claim is deficient, the Settlement Notice and Claims Administrator shall mail a notice deficiency letter to the Class Member requesting that the Class Member complete the deficiencies and resubmit an amended/completed Frame Replacement Reimbursement Claim Form within forty-five (45) days of the date of the letter from the Settlement Notice and Claims Administrator. If the Class Member fails to provide the requested documentation or information, that Claim shall be denied without further processing. The Settlement Notice and Claims Administrator shall use its best efforts to complete their review of timely and completed Frame Replacement Reimbursement Claim Forms within ninety (90) days of receipt. The Settlement Notice and Claims Administrator's review period for submitted Claims shall not be required to commence any earlier than sixty (60) days after the occurrence of the Effective Date.

1. If accepted for payment, the Settlement Notice and Claims Administrator shall pay the Claim of the Class Member and shall use its best efforts to pay timely, valid and approved Claims within ninety (90) days after receipt of the Claim, provided, however, that this date occurs after the issuance of the Final Orders and Final Judgments approving the settlement, but which, at Toyota's discretion, can occur prior to the occurrence of the Effective Date. The Settlement Notice and Claims Administrator shall periodically request funds from Toyota to pay the approved Claims in advance of the date mentioned in this Section and with sufficient time to allow Toyota to obtain and provide the funds to the Settlement Notice and Claims Administrator.
2. If the Claim is rejected for payment, in whole or in part, the Settlement Notice and Claims Administrator shall notify Class Counsel and Toyota's Counsel of said rejection of Class Member's Claim and the reason(s) why. The decision of the Settlement Notice and Claims Administrator shall be final, provided however, that Class Counsel and Toyota's Counsel may meet and confer in an attempt to resolve these denied Claims. If Class Counsel and Toyota jointly recommend payment of the Claims or payment of a reduced claim amount, then Toyota's Counsel shall inform the Settlement Notice and Claims Administrator, who shall instruct Toyota to pay said Claims. If Class Counsel and Toyota's Counsel disagree, they shall notify the Settlement Notice and Claims Administrator who shall make a final determination as to whether the Claim shall be paid. The determinations of the Settlement Notice and Claims Administrator shall be final and binding and shall not be subject to any challenge, appeal, or revision.

F. The Settlement Notice and Claims Administrator shall timely provide copies of all rejection notices to Class Counsel and to Toyota's Counsel. Any Class Member whose Claim is rejected in full shall not receive any payment for the Claim submitted and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Orders and Final Judgments entered in the Action, unless such Class Member has submitted a timely request for exclusion pursuant to Section 11. Similarly, any Class Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Orders and Final Judgments entered in the Actions, unless such Class Member has submitted a timely request for exclusion pursuant to Section 11.

G. No person shall have any claim against Toyota, the Settlement Notice and Claims Administrator, the Class Representatives, the Class, Class Counsel,

Toyota's Counsel, or the Settlement Notice and Claims Administrator based on any eligibility determinations made in accordance with the Settlement Agreement.

H. The claims of Quebec Class Members under this paragraph that lead to individual cash payments shall be subject to article 1. (3) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*.

8. NOTICE TO THE CLASS

8.1 Components of Class Notice

Class Notice will be accomplished through a combination of the publication of Short-Form Notices, notice through the Settlement website, the Long Form Notice, a toll-free Settlement phone number, mailing of the Short-Form Notice and Long Form Notice, Internet banner ads, a press release, and other applicable notice, each of which is described below, as specified in the Pre-Approval Notice Orders, the Declaration of the Settlement Notice and Claims Administrator and Notice Program, and this Agreement and in order to comply with all applicable statutes, laws, or rules. The costs of disseminating the notice and otherwise implementing the Notice Program specified herein shall be paid by Toyota.

8.2 Short-Form Notices and Long Form Notices

The Settlement Notice and Claims Administrator shall send the Short-Form Notices and Long Form Notices, by mail, proper postage prepaid, to the current and former registered owners of Subject Vehicles, as identified by data to be forwarded to the Settlement Notice and Claims Administrator by Toyota. The Short-Form Notices and Long Form Notices shall inform potential Class Members on how to go to the Settlement website or call the toll-free telephone number. The Short-Form Notice and Long Form Notices shall be in English for National Class Members and in both English and French for Quebec Class Members. In addition, the Settlement Notice and Claims Administrator shall: (a) re-mail any Short-Form Notices and Long Form Notices returned by the postal service with a forwarding address no later than the deadline found in Pre-Approval Notice Orders, as the case may be, (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Short-Form Notice and Long Form Notices shall also be available on the Settlement website.

8.3 Internet Website

The Settlement Notice and Claims Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Courts. The website and the materials included therein shall be posted and printed in both English and French.

8.4 Short-Form Notice

Beginning approximately within four weeks or as soon as practicable following the Pre-Approval Orders, the Settlement Notice and Claims Administrator shall cause the publication of the Short-Form Notices as described in the Declaration of the Settlement Notice and Claims Administrator, and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties or as otherwise ordered by the Courts. Short-Form Notices shall be printed in both English and French media outlets.

8.5 Long Form Notice

A. Contents of Long Form Notices

The Long Form Notices shall be shall be printed in both English and French.

(1) The Pre-Approval Long Form Notice shall advise Class Members of the following:

1. General Terms: It shall contain a plain and concise description of the nature of the Actions, the history of the litigation of the claims, the certification/authorization of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the proposed Settlement would provide relief to the Class and Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.
2. Opt-Out Rights: It shall inform Class Members that they have the right to opt out of the Settlement. It shall also provide the deadlines and procedures for exercising this right.
3. Commenting on the Settlement: It shall inform Class Members of their right to comment on the proposed Settlement and appear at the Approval Hearing(s). It shall also provide the deadlines and procedures for exercising these rights.
4. Claims Process: It shall inform Class Members about where they can obtain a Frame Replacement Reimbursement Claim Form and the approximate deadline by which to submit same.
5. Fees and Expenses: It shall inform Class Members about the amounts being sought by Class Counsel as Fees and Expenses and individual awards to the Class Representatives, and shall explain that Toyota will pay the fees and expenses awarded to Class Counsel and individual awards to the Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

B. Frame Replacement Reimbursement Claim Forms

The Long Form Pre-Approval Notices shall direct Class Members on how to obtain the Frame Replacement Reimbursement Claim Form. The Settlement Website shall include the Frame Replacement Reimbursement Claim Form and shall inform the Class Member that he or she must fully complete and timely return the Frame Replacement Reimbursement Claim Form within the Claim Period to be eligible to obtain relief pursuant to this Settlement Agreement.

C. Dissemination of Short-Form Notices and the Long Form Notices,

The Settlement Notice and Claims Administrator shall send via mail the Short Form Notices and the Long Form Notices to those persons who request it in writing or through the toll-free telephone number.

8.6 Toll-Free Telephone Number

The Settlement Notice and Claims Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members using a live operator. Class Members shall have the option to speak with a live operator who speaks English or French.

8.7 Internet Banner Notifications

The Settlement Notice and Claims Administrator shall, pursuant to the Parties' agreement, establish banner notifications on the internet that will provide settlement-related information to Class Members and shall utilize additional internet-based notice efforts as to be agreed to by the Parties, through their respective counsel. Banner notifications shall be provided in both English and French.

8.8 Toyota and Class Counsel shall request that the Courts allow the inclusion of a letter (as agreed to by the Parties) from Toyota with the Short-Form Notice and Long Form Notice that will provide instructions to Class Members that currently own the Subject Vehicles on how to make arrangements to bring their Subject Vehicles into Toyota Dealers for the Frame Inspection and Replacement Program.

8.9 Duties of the Settlement Notice and Claims Administrator

A. Subject to the approval of the Courts, the Parties agree that Crawford & Company shall be appointed as the Settlement Notice and Claims Administrator.

B. The Settlement Notice and Claims Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Short-Form Notices and Long Form Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Short-Form Notices and Long Form Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) responding to requests for Short-Form Notices and Long-Form Notices; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or comments on the Settlement;

(g) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Class Counsel and/or Toyota's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement Agreement. The Settlement Notice and Claims Administrator shall also be responsible for, without limitation, implementing the terms of the Claim Process and related administrative activities. The Settlement Notice and Claims Administrator shall be responsible for arranging the publication of the Short-Form Notice, establishing internet banner notifications, and for consulting on the Notice Program. The Settlement Notice and Claims Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Settlement Agreement.

C. If the Settlement Notice and Claims Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Settlement Notice and Claims Administrator, subject to approval of the Courts. Disputes regarding the retention or dismissal of the Settlement Notice and Claims Administrator shall be referred to the Courts for resolution.

D. The Settlement Notice and Claims Administrator may retain one or more persons to assist in the completion of his or her responsibilities.

E. The Settlement Notice and Claims Administrator shall offer services in both French and English.

F. The Settlement Notice and Claims Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, comments and/or related correspondence to each other.

8.10 Self-Identification

A. Persons or entities who believe that they are Class Members may contact Class Counsel or the Settlement Notice and Claims Administrator or complete and file a Frame Replacement Reimbursement Claim Form and provide necessary documentation indicating that they wish to be eligible for the relief provided in this Settlement Agreement.

8.11 Reporting of Opt-Outs

A. Not later than 20 days before the date of the Approval Hearing, Plaintiffs' Counsel shall file with the Courts (a) a list of those persons or entities who or which have opted out or excluded themselves from this settlement and the terms of this Settlement Agreement. Not later than 20 days before the date of the Approval Hearing, the Settlement Notice and Claims Administrator shall file with the Courts (a) the details outlining the scope, method and results of the notice program; and (b) copies of any written comments submitted by Class Members.

9. APPOINTMENT AND ROLE OF SETTLEMENT NOTICE AND CLAIMS ADMINISTRATOR.

9.1 Subject to the approval of the Courts, the Parties agree that Crawford & Company shall be appointed as the Settlement Notice and Claims Administrator for the purpose of administering the Settlement.

9.2 The Settlement Notice and Claims Administrator and any person appointed by the Settlement Notice and Claims Administrator to assist in the administration or adjudication of the settlement must sign and adhere to a confidentiality statement, in a form satisfactory to the Parties, by which it agrees to keep confidential any information concerning Class Members or Toyota, and the Settlement Notice and Claims Administrator shall institute and maintain procedures to ensure that the identity of all Class Members and Parties, and all information regarding their claims and submissions will be kept strictly confidential and will not be provided to any person except as may be provided for in this Settlement Agreement or as may be required by law.

9.3 The Settlement Notice and Claims Administrator shall administer the claim relief specified in this Settlement Agreement pursuant to the terms of the Settlement Agreement and the Exhibits hereto.

9.4 The Settlement Notice and Claims Administrator shall offer services in both French and English.

9.5 In order to preserve the integrity of the Settlement and mitigate against potential abuses, the Parties shall provide to the Settlement Notice and Claims Administrator all information known to them, and reasonably required by the Settlement Notice and Claims Administrator, relating to the identity of any Class Member who has not Opted Out and who has settled a claim as against Toyota in Canada. This information shall be held in confidence by the Settlement Notice and Claims Administrator unless a Class Member identified by a Party pursuant to this section submits a Claim.

9.6 Subject to its duties herein, the Settlement Notice and Claims Administrator shall report to the Parties the number of Frame Replacement Reimbursement Claim Forms received, as well as the name, address, telephone number, fax number (if any) and e-mail address (if any) of all Class Members who have filed claims.

9.7 The Settlement Notice and Claims Administrator shall provide periodic updates at least every month to the Parties regarding Frame Replacement Reimbursement Claim Form submissions beginning not later than two weeks following the Initial Notice Date and continuing on a monthly basis thereafter. However, such an update will be provided to the Parties two days before the Approval hearing as well.

9.8 If the Settlement Notice and Claims Administrator fails to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Settlement Notice and Claims Administrator, subject to the approval of the Courts. Under such circumstances, the other Party shall not unreasonably withhold consent to remove the Settlement Notice and Claims Administrator, but this event shall occur only after Toyota's Counsel and Class Counsel

have attempted to resolve any disputes regarding the retention or dismissal of the Settlement Notice and Claims Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Courts for resolution.

9.9 The Settlement Notice and Claims Administrator shall be subject to removal by the Courts for cause, on a motion by a Party on reasonable notice to the other Parties and the Settlement Notice and Claims Administrator.

9.10 In the event that the Settlement Notice and Claims Administrator is unable to continue to act for any reason, the Parties may propose a substitute Settlement Notice and Claims Administrator, subject to the approval of the Courts.

9.11 All reasonable costs associated with the administration of this Settlement Agreement shall be paid by Toyota.

9.12 If a Party disputes the nature or amount of any such fees or disbursements charged by the Settlement Notice and Claims Administrator, a motion can be made to the Courts on notice to Class Counsel and to the Settlement Notice and Claims Administrator. In the event of a challenge to the fees and expenses of the Settlement Notice and Claims Administrator, the Courts shall fix the amounts properly due and payable to the Settlement Notice and Claims Administrator.

9.13 The Settlement Notice and Claims Administrator may retain one or more persons to assist in the completion of the Settlement Notice and Claims Administrator's responsibilities.

9.14 The Settlement Notice and Claims Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any correspondence to each other that should properly be delivered to the Settlement Notice and Claims Administrator and/or counsel for the other Party.

10. OPTING OUT

10.1 Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion, using the Opt-Out Form, which shall be available on the settlement website and attached to the Long-Form Pre-Approval Notice, to the Settlement Notice and Claims Administrator at the address provided in the Long-Form Pre-Approval Notice, postmarked on or before a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long-Form Pre-Approval Notice and Pre-Approval Order.

10.2 Quebec Class Members who want to opt out must do so by giving notice to the Clerk of the Superior Court of Quebec by the Opt-Out Deadline and in the manner prescribed by the *Code of Civil Procedure* of Quebec, as well as complete the Opt-Out Form and mail it to the Settlement Notice and Claims Administrator by the Opt-Out Deadline.

10.3 The Settlement Notice and Claims Administrator shall promptly forward copies of any written requests for exclusion to Class Counsel and Toyota's Counsel and deliver all

documents related to such Opt Outs to Counsel for the Parties upon receipt. A list reflecting all requests for exclusion shall be filed with the Court by Class Counsel no later than 20 days before the Approval Hearings. If a potential Class Member files a request for exclusion, he or she may not file a comment under Section 11.

10.4 Any Class Member who does not file a timely written request for exclusion as provided herein is bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Judgments, and Final Orders in the Actions, even if he, she or it has litigation pending or subsequently initiates litigation against Toyota relating to the claims and transactions released in the Actions, however, with respect to Quebec Class Members, this paragraph is subject to article 580 of the Code of Civil Procedure of Quebec. Toyota's Counsel shall provide to the Settlement Notice and Claims Administrator, within 20 business days of the entry of the Pre-Approval Notice Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Subject Vehicles and/or otherwise covered by the Release.

11. COMMENTS ON SETTLEMENT

11.1 Any Class Member who has not filed a timely written request for exclusion and who wishes to submit a comment regarding the fairness, reasonableness, or adequacy of this Settlement Agreement, the requested award of Class Counsel Fees and Expenses, or the requested awards to the Class Representatives, must file with the Courts on a date ordered by the Courts a written submission. The written submission of any Class Member must include: (a) a heading which refers to the Actions; (b) the commenter's full name, telephone number, email address (if any), and address (the commenter's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her comments; (e) whether the commenter intends to appear at the Approval Hearing(s) on his or her own behalf or through counsel; (f) a statement that the commenter is a Class Member, including the make, model, year, and VIN(s) of the Subject Vehicle(s); and (g) the commenter's dated, handwritten signature (an electronic signature or lawyer's signature are not sufficient). Any documents supporting the comments must be attached to the written submission. If any testimony is proposed to be given in support of the comment at the Approval Hearing(s), the names of all persons who will testify must be set forth in written submission. Class Members may do so either on their own or through lawyer retained at their own expense.

11.2 Any Class Member who files and serves a written submission, as described in the preceding Section 11.1, may appear at the Approval Hearing(s), either in person or through personal counsel hired at the Class Member's expense, to put forward the comments to the fairness, reasonableness, or adequacy of this Settlement Agreement, the requested award of Class Counsel Fees and Expenses, or the requested awards to the Class Representatives. Class Members or their counsel who intend to make an appearance at the Approval Hearing(s) must advise counsel for the Parties of same, at least 14 days prior to Approval Hearing(s) at which they intend to appear.

11.3 Any Class Member who fails to comply with the provisions of Sections 11.1 and 11.2 above shall be bound by all the terms of this Settlement Agreement and by all

proceedings, orders and judgments, including, but not limited to, the Release, the Final Orders and the Final Judgments in the Actions. The exclusive means for any challenge to this Settlement Agreement shall be through the provisions of this Section 11. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Approval Orders or Final Judgments shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack. Class Members may not both comment and request exclusion (opt out).

11.4 Any Class Member who comments on the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Frame Replacement Reimbursement Claim Forms and other requirements herein.

12. RELEASE AND WAIVER

12.1 The Parties agree to the following release and waiver, which shall take effect upon the occurrence of the Effective Date.

12.2 In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, 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, and damages of any kind and/or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, punitive, expert and/or counsel's fees or by multipliers whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, provincial, or local law, statute, ordinance, regulation, code, contract, common law, violations of any province's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' frames and/or associated parts that are, or could have been, defined, alleged or described in the Statement of Claim, the Actions, or any amendments of the Actions, including, but not limited to, the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles' frames and/or associated parts. Notwithstanding the foregoing, Class Representatives and Class Members are not releasing claims for personal injury, wrongful death, or actual physical property damage arising from an accident involving a Subject Vehicle.

12.3 Notwithstanding the foregoing, the Released Parties shall be held harmless by an Class Representative or Class Member for a Released Claim against the Released Parties asserted by that Class Representative or Class Member, either brought directly or by any legal or natural persons who claim by, through, or under that Class Representative or Class Member.

12.4 The Final Orders and Final Judgments will reflect these terms.

12.5 Class Representatives and Class Members expressly agree that this Release, the Final Orders, and/or the Final Judgments are, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

12.6 Class Representatives and Class Members (who have not opted out and subject to article 580 of the Code of Civil Procedure of Quebec) shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, 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, caused of action and/or any other matters released through this settlement and the Settlement Agreement.

12.7 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 Agreement in any court, arbitral tribunal, or administrative or other forum, Released Parties will be entitled to invoke this Settlement Agreement in order to move for such legal action or proceeding to be dismissed with prejudice at that Class Member's cost (as provided by Law).

12.8 In connection with this Settlement Agreement, Class Representatives and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Class Counsel, Class Representatives and Class Members in executing this Settlement Agreement to fully, finally and forever settle, release, discharge, acquit and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed against the Released Parties (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, its underlying subject matter, and the Subject Vehicles' frames and/or associated parts, except as otherwise stated in this Agreement.

12.9 Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this 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 Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Frame Replacement Reimbursement 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 Agreement 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 claims that they are releasing under the Settlement Agreement or in any benefits, proceeds or values in the claims that they are releasing under the Settlement Agreement.

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

12.11 In consideration for the Settlement Agreement, Toyota and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Orders and Final Judgments shall have, released Class Counsel and each current and former Class Representatives from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Actions.

12.12 Class Representatives, Class Counsel, and any other legal counsel who receive legal fees and costs 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.

12.13 The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

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

12.15 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 Orders and Final Judgments entered by the Courts.

13. CLASS COUNSEL FEES AND EXPENSES AND INDIVIDUAL CLASS REPRESENTATIVE AWARDS

13.1 The Parties did not discuss the payment of Class Counsel's Fees and Expenses, and Class Representatives' awards, until after the substantive elements of the Settlement Agreement had been agreed upon.

13.2 At the same time as the settlement approval hearings in Ontario and Quebec, Class Counsel will apply to the Ontario Superior Court of Justice and to the Superior Court of Quebec for approval of their fees and disbursements, covering all legal services provided by Class Counsel in the past and future to the Representative Plaintiffs and the Class Members in

connection with the Actions, the Settlement of the Actions, any appeal(s) in connection with the Settlement, any taxes, and the implementation and/or administration of the Settlement and this Agreement ("Class Counsel's Fees and Expenses").

13.3 After agreeing to the principal terms set forth in this Settlement Agreement, Class Counsel and Toyota's Counsel negotiated the amount of Class Counsel's Fees and Expenses, separate and apart from the consideration flowing to the Class. As a result of negotiations, Class Counsel agree to make, and Toyota agrees not to oppose, an application for a fixed, all-inclusive amount representing all expenses, fees and taxes, for Class Counsel's Fees and Expenses payable with respect to the categories enumerated in this Section, up to a maximum of CAD\$775,000.00. The amount awarded by the Court shall be the limit of liability of Toyota for payment of the costs, expenses, fees and taxes enumerated in this Section and represent the sole amounts paid by Toyota to Class Counsel in the Actions for all work and services incurred that inured to the benefit of the Class.

13.4 Toyota shall pay to Class Counsel the amount awarded by the Courts in relation to the costs, expenses, fees and taxes enumerated in this Section not later than 30 days after the later of the Effective Date or the expiration of any appeal period or the resolution of any and all appeals relating to Class Counsel's Fees and Expenses.

13.5 The Counsel Fees and Expenses paid by Toyota as provided for in this Agreement shall be allocated by Class Counsel among themselves and any other plaintiffs' counsel in a manner that Class Counsel sees fit. The Release herein shall not be in any way affected by, nor shall any of the Released Parties have any liability for, any dispute that exists or later arises with respect to the distribution or allocation of the amount awarded in this Section.

13.6 Toyota shall take no position as to whether the proceedings for the Court to determine and award the amount of Class Counsel's Fees and Expenses are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Class Counsel's Fees and Expenses awarded shall be requested to be set forth in a fee and disbursement award separate from the Settlement Approval Orders so that any appeal of one shall not constitute an appeal of the other. Any order or proceedings relating to the Class Counsel's Fees and Expenses' application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

13.7 Class Counsel may ask the Ontario Superior Court of Justice and the Superior Court of Quebec, and Toyota agrees not to oppose, for an award payment of up to CAD\$15,000.00, to be split amongst the Class Representatives. The purpose of such awards shall be to compensate the Class Representatives for efforts undertaken by them on behalf of the Class and/or to compensate and indemnify them for their disbursements and/or legal costs and/or professional fees. Any payment awards made by the Court shall be paid by Toyota, as directed by the Court, within 30 days of the occurrence of the Effective Date.

13.8 Released Parties shall not be liable for, or obligated to pay, any fees, expenses, costs, or disbursements to any person or entity, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Settlement Agreement.

14. GENERAL MATTERS AND RESERVATIONS

14.1 Toyota has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. Toyota believes that it has valid and complete defenses to the claims asserted against it in the Actions and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Actions. Nonetheless, Toyota has concluded that it is desirable that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

14.2 The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

A. Entry by the Courts of the Final Judgments and Final Orders, from which the time to appeal has expired or which have remained unmodified after any appeal(s); and

B. Any other conditions stated in this Settlement Agreement.

14.3 The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Pre-Approval Notice is filed; provided, however, that this Section shall not prevent Toyota from disclosing such information, prior to the date on which the Motion for Pre-Approval Notice is filed, to provincial and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or lawyers, or as otherwise required by law, nor shall it prevent Toyota from disclosing such information based on the substance of this Agreement. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom disclosure must be made in order to effectuate the terms and conditions of this Agreement.

14.4 Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement Agreement not be achieved, and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if appropriate

and not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Actions.

14.5 Information provided by Toyota and/or Toyota's Counsel to Class Representatives, Class Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to any confidentiality or protective orders that have been entered in the Actions or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Toyota's request, be promptly returned to Toyota's Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

14.6 Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Toyota and/or Toyota's Counsel to Class Counsel shall either: (i) return to Toyota's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained) produced during the settlement process by Toyota and/or Toyota's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Toyota's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by Toyota and/or Toyota's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section 14 shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Class Counsel's work product. Six months after the distribution of the settlement funds to Class Members who submitted valid Frame Replacement Reimbursement Claim Forms, the Settlement Notice and Claims Administrator shall return or destroy all documents and materials to Toyota and/or Toyota's Counsel and/or Class Counsel that produced the documents and materials, except that it shall not destroy any and all Frame Replacement Reimbursement Claim Forms, including any and all information and/or documentation submitted by Class Members. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Actions.

14.7 Toyota's execution of this Settlement Agreement shall not be construed to release – and Toyota expressly does not intend to release – any claim Toyota may have or make against any insurer or other party for any cost or expense incurred in connection with these Actions and/or Settlement Agreement, including, without limitation, for legal fees and costs.

14.8 Class Counsel represent that: (1) they are authorized by the Class Representatives to enter into this Settlement Agreement with respect to the claims in the Actions; and (2) they are seeking to protect the interests of the Class.

14.9 Class Counsel further represent that the Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in

the Actions or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and they have agreed to its terms; (6) have consulted with Class Counsel about the Actions and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

14.10 The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement Agreement to Class Members is given or will be given by the Parties or their counsel, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

14.11 Toyota represents and warrants that the individual(s) executing this Agreement is authorized to enter into this Settlement Agreement on behalf of Toyota.

14.12 This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Toyota's Counsel on behalf of Toyota. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Settlement Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

14.13 This Settlement Agreement and any amendments thereto shall be governed by and interpreted in accordance with the laws of the Province of Ontario, notwithstanding its conflict of laws provisions.

14.14 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Statutory Holidays) express delivery service as follows:

If to Toyota, then to:

John P. Hooper
King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036-2601

Tel: (212) 556-2100
Fax: (212) 556-2222
jhooper@kslaw.com

and

Sylvie Rodrigue
Torys LLP
79 Wellington St. W.
30th Floor, Box 270
TD South Tower
Toronto, Ontario M5K 1N2
Tel: (416) 865-8105
Fax: (514) 868-5700
srodrigue@torys.com

If to Class Representatives, or the Class, then to:

Jeff Orenstein
Consumer Law Group P.C.
251 Laurier Ave. West
Suite 900
Ottawa, Ontario K1P 5J6
Tel: (613) 627-4894, ext. 2
Fax: (613) 627-4893
jorenstein@clg.org

and

Michael J. Peerless
McKenzie Lake Lawyers LLP
1800-140 Fullarton Street,
London, Ontario N6A 5P2
Tel: (519) 672-5666, ext. 287
Fax: (519) 672-2674
peerless@mckenzielake.com

and

Bryan C. McPhadden
McPhadden Samac Tuovi LLP
161 Bay Street, 27th Floor
Toronto, Ontario M5J 2S1
Tel: (416) 601-1020
Fax: (416) 601-1721
bmcphadden@mcst.ca

and

David Assor
Lex Group Inc.
4101 Sherbrooke Street West
Westmount, QC H3Z 1A7
Tel: (514) 451-5500, ext. 321
Fax: (514) 940-1605
davidassor@lexgroup.ca

14.15 All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Courts, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Statutory Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section "Statutory Holiday" includes New Year's Day, Family Day, Good Friday, Victoria Day, Quebec National Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other day appointed as a holiday by the Province of Ontario or the Province of Quebec.

14.16 The Parties reserve the right, subject to the Courts' approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

14.17 The Class, Class Representatives, Class Counsel, Toyota, and/or Toyota's Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

14.18 The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any

person or entity, including, but not limited to, the Released Parties, Class Representatives, or the Class or as a waiver by the Released Parties, Class Representatives, or the Class of any applicable privileges, claims or defenses.

14.19 Plaintiffs expressly affirm that the allegations as to Toyota contained in the operative Statements of Claim or Application for Authorization were made in good faith, but consider it desirable for the Actions to be settled and dismissed as to Toyota because of the substantial benefits that the Settlement Agreement will provide to Class Members.

14.20 The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

14.21 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

14.22 If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

14.23 The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approvals of this Settlement Agreement and to use their best efforts to effect the prompt consummation of the Settlement Agreement.

14.24 This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

14.25 In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Toyota, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

14.26 Amendments to the Settlement Agreement

A. Where Class Counsel and Toyota's Counsel have reason to believe that an amendment is necessary to the Settlement Agreement, a motion may be brought on consent to the Court for the purpose of approving said amendment to the terms of this Settlement Agreement.

B. In the event that the Courts authorize/certify a Class different than contemplated by this Settlement Agreement, the Parties reserve for themselves the right to modify this Settlement Agreement accordingly to reflect such authorization/certification.

14.27 Construction of Agreement

A. This Settlement Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

B. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

C. Class Representatives, Class Members and Class Counsel and Toyota and Toyota's Counsel agree that the intent of this Settlement Agreement is to maximize the breadth of the definition of, and the protection and benefit to, the Released Parties, and that the Settlement Agreement should be interpreted with the policy of finality of settlements and ending any and all litigation, past, present and future, arising out of or in any way relating to the Released Claims.

14.28 Ongoing Authority

A. The Courts will retain exclusive jurisdiction over the Actions and over all Parties named or described herein, as well as all Class Members.

B. The Courts will also retain exclusive jurisdiction over this Settlement Agreement to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

14.29 Communications with Class Members

A. All communications from the Settlement Notice and Claims Administrator to Class Members shall be made by regular mail to such Class Member's last mailing address provided by the Class Member to the Settlement Notice and Claims Administrator. Class Members shall keep the Settlement Notice and Claims Administrator apprised of their current mailing address.

14.30 Confidentiality of and Access to Class Member Information

A. Any information provided by or regarding a Class Member or otherwise obtained pursuant to this Settlement Agreement shall be kept strictly confidential and shall not be disclosed, except to appropriate persons to the extent necessary to process claims, and/or to provide benefits under this Settlement Agreement, or as otherwise expressly provided in this Settlement Agreement. All Class Members shall be deemed to have consented to the disclosure of all this information for these purposes.

B. Class Counsel shall have access to all information maintained by the Settlement Notice and Claims Administrator regarding Class Members, and the processing and payment of claims.

14.31 Language

A. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by the Courts, the Settlement Notice and Claims Administrator shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid by Toyota. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

B. A French translation of the Notices, Frame Replacement Reimbursement Claim Forms, Opt Out Forms, and the contents of the Settlement Website shall be prepared by the Settlement Notice and Claims Administrator.

14.32 Transaction

A. The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the Civil Code of Quebec, and the Parties are hereby renouncing any errors of fact, of law and/or of calculation.

14.33 Canadian Dollars

A. All dollar amounts set forth in this Settlement Agreement are expressed in Canadian dollars.

14.34 Execution and Processing of Settlement Agreement

A. The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.

B. The Parties agree that this Settlement Agreement may be executed in counterparts and by facsimile and/or PDF, each of which shall be deemed to be an original for all purposes and executed counterparts taken together shall constitute the complete Settlement Agreement.

14.35 Publicity

A. The Parties agree that when commenting publicly on the cases settled pursuant to this Settlement Agreement, they shall, among other things:

1. State that the cases settled pursuant to this Settlement Agreement have been settled to the satisfaction of all parties;

2. State that the settlement of the cases subject to this Settlement Agreement is fair, reasonable and in the best interests of the Class; and
3. Decline to comment in a manner that casts the conduct of any Party in a negative light or reveals anything said during the settlement negotiations.

14.36 Class Counsel, on behalf of Class Representatives Joseph Edward Paul Ratz and Michael Eveland, should seek leave to dismiss, with prejudice, both *Joseph Edward Paul Ratz v. Toyota Canada Inc.*, Court File No. 618-17 CP (Ontario Superior Court of Justice, filed March 13, 2017) and *Michael Eveland v. Toyota Canada Inc.*, Court File No.: CV-17-569403-00CP (Ontario Superior Court of Justice, filed February 9, 2017), prior to the submission of this Settlement Agreement to the Ontario and Quebec Courts for settlement approval using forms that shall be mutually agreeable to the Parties.

The Class Representatives:

Date:



Devon Forbes

Date:

Steve Legacé

Date:

Joseph Edward Paul Ratz

Date:

Michael Eveland

Date:

Thierry Muraton

On Behalf of Class Representatives:

Date:

CONSUMER LAW GROUP P.C.

Per:


Class Counsel

2. State that the settlement of the cases subject to this Settlement Agreement is fair, reasonable and in the best interests of the Class; and
3. Decline to comment in a manner that casts the conduct of any Party in a negative light or reveals anything said during the settlement negotiations.

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The Class Representatives:

Date: _____
Devon Forbes

Date: _____

Steve Legacé

Date: _____
Joseph Edward Paul Ratz

Date: _____
Michael Eveland

Date: _____
Thierry Muraton

On Behalf of Class Representatives:

Date: CONSUMER LAW GROUP P.C.

Per: _____
Class Counsel


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The Class Representatives:

Date: _____
Devon Forbes

Date: _____
Steve Legacé

Date: May 17, 2018 X. 
Joseph Edward Paul Ratz

Date: _____
Michael Eveland

Date: _____
Thierry Muraton

On Behalf of Class Representatives:

Date: CONSUMER LAW GROUP P.C.

Per: _____
Class Counsel

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The Class Representatives:

Date:

Devon Forbes

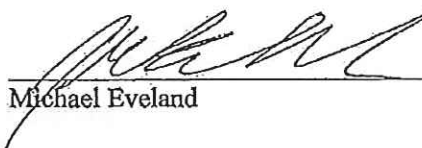
Date:

Steve Legacé

Date:

Joseph Edward Paul Ratz

Date:



Michael Eveland

Date:

Thierry Muraton

On Behalf of Class Representatives:

Date:

CONSUMER LAW GROUP P.C.

Per: _____

Class Counsel

2. State that the settlement of the cases subject to this Settlement Agreement is fair, reasonable and in the best interests of the Class; and
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Date:

Joseph Edward Paul Ratz

Date:

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Thierry Muraton

On Behalf of Class Representatives:

Date:

CONSUMER LAW GROUP P.C.

Per: _____

Class Counsel

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The Class Representatives:

Date: _____
Devon Forbes

Date: _____
Steve Legacé

Date: _____
Joseph Edward Paul Ratz

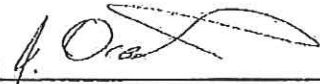
Date: _____
Michael Eveland

Date: _____
Thierry Muraton

On Behalf of Class Representatives:

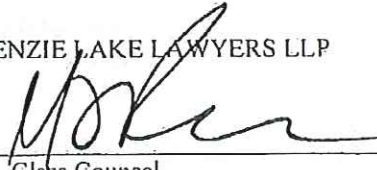
Date: May 18, 2018

CONSUMER LAW GROUP P.C.

Per:  _____
Class Counsel

Date: May 18, 2018

MCKENZIE LAKE LAWYERS LLP

Per: 
Class Counsel

Date:

STROSBURG SASSO SUTTS LLP.

Per: _____
Class Counsel

Date:

MCPHADEN SAMAC TUOVI LLP

Per: _____
Class Counsel

Date:

LEX GROUP INC

Per: _____
Class Counsel

On Behalf of Toyota:

TOYOTA CANADA INC.

Date:

Name:
Title:

Date:

TORYS LLP

Per: _____
Toyota Counsel

Date:

MCKENZIE LAKE LAWYERS LLP

Per: _____
Class Counsel

Date: May 18, 2018

STROSBERG SASSO SUTTS LLP.

Per: Jim Strosberg
Class Counsel

Date:

MCPHADDEN SAMAC TUOVI LLP

Per: _____
Class Counsel

Date:

LEX GROUP INC

Per: _____
Class Counsel

On Behalf of Toyota:

TOYOTA CANADA INC.

Date:

Name:
Title:

Date:

TORYS LLP

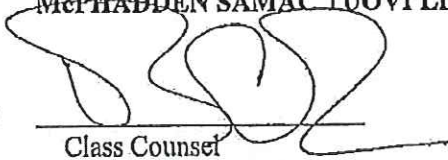
Per: _____
Toyota Counsel

On behalf of Class Representatives:

Date: May 17, 2018

McPHADDEN SAMAC TUOVI LLP

Per:


Class Counsel

Date: MCKENZIE LAKE LAWYERS LLP

Per: _____
Class Counsel

Date: STROSBURG SASSO SUTTS LLP.

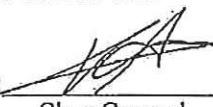
Per: _____
Class Counsel

Date: MCPHADDEEN SAMAC TUOVI LLP

Per: _____
Class Counsel

Date: *May 16, 2018*

LEX GROUP INC

Per:  _____
Class Counsel *per David Assor*

On Behalf of Toyota:

TOYOTA CANADA INC.

Date: _____
Name:
Title:

Date: TORYS LLP

Per: _____
Toyota' Counsel

Date: MCKENZIE LAKE LAWYERS LLP

Per: _____
Class Counsel

Date: STROSBERG SASSO SUTTS LLP.

Per: _____
Class Counsel

Date: MCPHADDEN SAMAC TUOVI LLP

Per: _____
Class Counsel

Date: LEX GROUP INC

Per: _____
Class Counsel

On Behalf of Toyota:

TOYOTA CANADA INC.

Date:


Name: Stephen Beatty
Title: Vice President

Date:

TORYS LLP

Per: _____
Toyota' Counsel

Date: MCKENZIE LAKE LAWYERS LLP

Per: _____
Class Counsel

Date: STROSBURG SASSO SUTTS LLP.

Per: _____
Class Counsel

Date: MCPHADDEN SAMAC TUOVI LLP

Per: _____
Class Counsel

Date: LEX GROUP INC

Per: _____
Class Counsel

On Behalf of Toyota:

TOYOTA CANADA INC.

Date: _____
Name:
Title:

Date: TORYS LLP

Per: *Sylvie Popio*
Toyota' Counsel

APPENDIX "B"

**If You Own or Lease or Previously Owned, Purchased,
or Leased a Toyota Tacoma (2005-2010), a Toyota Tundra (2007-2008),
or a Toyota Sequoia (2005-2008), You Could Get Benefits from a Class
Action Settlement.**

There is a proposed settlement in class action lawsuits started in Ontario and Quebec against Toyota Canada, Inc. (Toyota) concerning purchase(d) or lease(d) Model Year 2005–2010 Toyota Tacoma, 2007–2008 Toyota Tundra, or 2005–2008 Toyota Sequoia vehicles distributed for sale or lease in Canada.

The Courts will hold **settlement and counsel fees approval** hearings in Ottawa on September 7, 2018 at 10:00AM and in Montreal on September 5, 2018 at 9:30AM.

The proposed Settlement provides a free Frame Inspection and Replacement Program through which Toyota Dealers will, upon your request and free of charge, inspect the frames on the Subject Vehicles to determine whether your Subject Vehicle's frame should be replaced. If the frame needs to be replaced because it satisfies the Rust Perforation Standard, replacement of the frame and associated parts will be at no cost to you. If the frame does not meet the criteria for frame replacement, under certain circumstances, the Toyota Dealer will apply Corrosion-Resistant Compounds ("CRC") at no cost to you, pursuant to the Inspection Protocol. You can contact your Toyota Dealer beginning on July 21, 2018 to have your Subject Vehicle inspected as part of this program. The settlement also reimburses Class Members who previously paid out-of-pocket for frame replacement due to rust perforation that satisfies the Rust Perforation Standard that were incurred prior to June 8, 2018, and that were not otherwise reimbursed.

If the settlement is approved, and you do nothing, you will remain in the class and receive the benefits of the settlement, but will not be able to sue Toyota.

You have the right to appear in court to object to the proposed settlement.

You can exclude yourself from the class action by October 22, 2018. If you do so, you will not get any settlement benefits, but you keep the right to sue Toyota about the issues in the lawsuit.

The full length notice describing how to obtain settlement relief, object to the settlement, or exclude yourself after approval is available at www.Toyotaframesettlement.ca.

For more information or a claim form or opt-out form

1-866-343-1858
toyotaframesettlement@crawco.ca
www.Toyotaframesettlement.ca

There will be no further notice from the Administrator about this settlement, unless the settlement is not approved.

Si vous êtes propriétaire ou locataire ou avez été propriétaire, ou locataire d'un véhicule automobile Toyota Tacoma (2005 à 2010), Toyota Tundra (2007 à 2008) ou Toyota Sequoia (2005 à 2008), vous pourriez obtenir des bénéfices découlant du règlement d'une action collective.

Il y a un règlement proposé des actions collectives intentées en Ontario et au Québec contre Toyota Canada, Inc. (Toyota) en rapport avec l'achat ou la location de véhicules automobiles Toyota Tacoma années-modèles 2005 à 2010, Toyota Tundra années-modèles 2007 à 2008 ou Toyota Sequoia années-modèles 2005 à 2008 distribués à des fins de vente ou de location au Canada.

Les Cours tiendront des audiences d'approbation sur le règlement et sur les honoraires d'avocats à Ottawa le 7 septembre 2018 à 10h00 et à Montréal le 5 septembre 2018 à 9h30.

Le Règlement proposé prévoit un Programme d'inspection et de remplacement de châssis gratuit dans le cadre duquel les Concessionnaires Toyota inspecteront, à votre demande, le châssis des Véhicules automobiles en cause afin de déterminer s'il doit être remplacé. Si le châssis doit être remplacé puisqu'il satisfait au Critère relatif aux perforations provoquées par la rouille, le remplacement du châssis et des pièces associées se fera sans aucun frais. Si le châssis ne répond pas aux critères de remplacement du châssis, dans certaines circonstances, le Concessionnaire Toyota appliquera un Revêtement anticorrosion (CRC) sans frais de votre part, en application du Protocole d'inspection. Vous pouvez joindre votre Concessionnaire Toyota à compter du 21 juillet 2018 pour l'inspection du Véhicule automobile en cause dans le cadre de ce programme. Le Règlement prévoit également le remboursement des Membres du Groupe qui auraient préalablement payé eux-mêmes le remplacement du châssis perforé dû à la rouille qui répond au Critère relatif aux perforations dues à la rouille et dont le paiement a été effectué avant le 8 juin 2018 et qui n'a pas été autrement remboursé.

Si le Règlement est approuvé et si vous ne faites rien, vous continuerez d'être Membre du Groupe et recevrez les bénéfices du Règlement, mais vous ne pourrez pas poursuivre Toyota.

Vous avez le droit de comparaître en Cour pour soulever une objection contre la proposition de règlement.

Vous pouvez vous exclure (vous retirer) de l'action collective jusqu'au 22 octobre 2018. Si vous vous excluez, vous n'obtiendrez aucun bénéfice découlant du règlement, mais vous conserverez votre droit de poursuivre Toyota concernant les questions en litige dans les actions.

Vous pourrez consulter l'avis détaillé décrivant comment obtenir un dédommagement ou remède dans le cadre du Règlement, vous objecter au Règlement ou vous exclure du groupe après l'approbation du Règlement, en vous rendant au site Web suivant www.reglementchassistoyota.ca.

Pour de plus amples renseignements et pour obtenir un Formulaire de réclamation ou un Formulaire d'exclusion

1-866-343-1858
ReglementChassisToyota@crawco.ca
www.reglementchassistoyota.ca

L'Administrateur ne vous fera pas parvenir d'autres avis au sujet du présent Règlement, sauf si le règlement n'est pas approuvé.

APPENDIX "C"

LONG FORM NOTICE OF PROPOSED SETTLEMENT

TOYOTA TACOMA, TUNDRA, AND SEQUOIA CLASS ACTION SETTLEMENT

THIS IS A FORMAL NOTICE, APPROVED BY THE COURT, OF A PROPOSED SETTLEMENT OF CLASS ACTIONS OF WHICH YOU MAY BE A MEMBER OF THE CLASS. PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ELIGIBLE FOR COMPENSATION.

You may:		Date/Claim Period
SEEK INSPECTION UNDER THE FRAME INSPECTION AND REPLACEMENT PROGRAM	Have the frame of your vehicle inspected, free of charge, to determine whether your frame should be replaced. If the inspection shows that your frame should be replaced, an authorized Toyota Dealer will replace the frame, at no cost to you. <u>You can take your Subject Vehicle into a Toyota Dealer as of July 21, 2018.</u>	The longer of either (a) twelve (12) years from the date the vehicle was originally sold or leased; or (b) one (1) year from July 21, 2018
FILE A CLAIM TO SEEK REIMBURSEMENT	You may submit Claims for previously paid out-of-pocket costs for frame replacement incurred on a Subject Vehicle to address rust perforation that satisfies the Rust Perforation Standard that were incurred prior to June 8, 2018 and that were not otherwise reimbursed. This is the only way that you can get reimbursed.	November 19, 2018 (Subject to Courts' approval)
COMMENT	Write to the Court about the proposed settlement.	August 29, 2018
EXCLUDE YOURSELF	Ask to get out (opt out) of the class action. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Toyota about the issues in your own lawsuit.	October 22, 2018
APPEAR IN THE LAWSUIT OR GO TO THE APPROVAL HEARING(S)	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement approval hearing(s), but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the approval hearing(s) about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the approval hearing(s).	August 29, 2018

PURPOSE OF THIS NOTICE

This notice applies to all persons residing in Canada who as of June 8, 2018, own or owned, purchased, or lease(d) the following Toyota vehicle models:

- Toyota Tacoma, Model Years 2005-2010
- Toyota Tundra, Model Years 2007-2008
- Toyota Sequoia, Model Years 2005-2008

distributed for sale or lease in Canada (called the "Subject Vehicles").

The purpose of this Notice is to inform **Class Members** (defined below) of their rights and options in respect of a settlement agreement that resolves the litigation, described below, across Canada and will provide benefits to Class Members and, in some cases, will pay money to Class Members who submit valid claims.

If you want more detail or would like a copy of the statements of claim or the Settlement Agreement, they are available at www.Toyotaframesettlement.ca or a copy can be obtained by contacting Class Counsel as listed below or by contacting the Settlement Notice and Claims Administrator.

THE LITIGATION

On November 21, 2016, a proposed class action was initiated in the Ontario Superior Court of Justice (the "Ontario Court") on behalf of all persons, entities or organizations residing in Canada who purchased and/or leased a Subject Vehicle. This action is styled

Forbes and Legacé v. Toyota Canada Inc., Court File No. 16-70667-CP (the "Ontario Action").

On November 17, 2016, a proposed class action was initiated in the Superior Court of Quebec (the "Quebec Court" and, with the Ontario Court, the "Courts") on behalf of all persons and organizations in Canada who purchased and/or leased a Subject Vehicle. This action is styled *Muraton v. Toyota Canada Inc.*, Court File No. 500-06-000825-162 (the "Quebec Action").

Two other actions have also been commenced in Ontario, styled *Eveland v. Toyota Canada Inc.*, Court File No. CV-17-569403-00CP, and *Ratz v. Toyota Canada Inc.*, Court File No. 618-17 CP. These actions are being discontinued as part of the settlement.

The Ontario and Quebec Actions allege that the Subject Vehicles were subject to excessive, premature rust corrosion during their normal use. Toyota denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of these allegations.

The Courts have not taken any position as to the truth or merits of the claims or defences of the parties.

The Courts will each hold a hearing to decide whether to approve this settlement. The hearing in the Ontario Court will take place at the courthouse at 161 Elgin Street, Ottawa, Ontario, K2P 2K1 on September 7, 2018 at 10:00AM. The hearing in the Quebec Court will take place at the Palais de Justice, 1 Notre-Dame St. E., Montreal, Quebec, H2Y 1B6, courtroom 2.08 on September 5, 2018 at 9:30AM. The Courts will decide whether the settlement is fair, reasonable, and in the best interests of Class Members.

THE SETTLEMENT CLASS

The **Class Members** consist of all persons, entities, or organizations residing in Canada who, as of June 8, 2018 own or owned, purchase(d), or lease(d) any of the Subject Vehicles.

Excluded from the Class are: (a) Toyota, its officers, directors, and employees; its affiliates and affiliates' officers, directors, and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Class Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class as provided in this Settlement Agreement.

SUMMARY OF SETTLEMENT AGREEMENT

Toyota, while not admitting liability and in return for a release regarding the issues in the lawsuits – explicitly described in section 12 of the Settlement Agreement – will provide benefits to eligible Class Members, subject to the terms of the Settlement Agreement. After consultation with Class Counsel, Toyota will implement the Frame Inspection and Replacement Program beginning on July 21, 2018, to expedite relief to the Class. You can bring your Subject Vehicle into a Toyota Dealer beginning on July 21, 2018 to have it inspected, free of charge.

However, not all of the benefits in the Settlement have to be provided until and unless the settlement is fully approved, including resolving any appeals in favor of upholding the settlement. Since we do not know precisely when all of the benefits may be available, please check www.Toyotaframesettlement.ca regularly for updates regarding the settlement. The Frame Inspection and Replacement Program includes:

- Free Frame Inspections at authorized Toyota Dealers to determine whether your Subject Vehicle's frame should be replaced and, if the Subject Vehicle is registered in Canada, the Subject Vehicle will also be evaluated for application of the Corrosion-Resistant Compounds ("CRC")
 - If the frame meets the Rust Perforation Standard, which is a 10 millimeter or larger perforation on the Subject Vehicle, as further described in the Settlement Agreement's Inspection Protocol, a replacement will be provided at no cost to you; or
 - If the frame does not meet the Rust Perforation Standard, CRC has not been previously applied and your frame has not been previously replaced, CRC will be applied at no cost to you. Toyota will send a

reminder notice to the Class when there is only six months remaining for the CRC.

Reimbursement for Class Members who previously paid out-of-pocket for frame replacement due to rust perforation that satisfies the Rust Perforation Standard that were not otherwise reimbursed and that were incurred prior to June 8, 2018.

RELEASE OF CLASS MEMBERS' CLAIMS

In exchange for the settlement benefits, the Actions will be settled or dismissed and the Class Members will release all claims (except personal injury claims, wrongful death, or actual physical property damage arising from an accident involving a Subject Vehicle) against any Toyota entity based on the excessive, premature rust corrosion that is the subject of the Actions.

WHAT DO YOU NEED TO DO?

If you want to be a member of this class action, you do not need to do anything. Simply schedule an appointment with an authorized Toyota dealer, who will perform the inspection and relevant next steps described above.

If you believe you qualify for reimbursement of out-of-pocket expenses, you have up to and including sixty (60) days after the Courts' issuance of the Final Orders and Final Judgments to postmark or electronically file a Claim. Visit www.Toyotaframesettlement.ca for more information on the claims process. If a Class Member does not timely and properly make a claim under the settlement agreement, he or she will be forever barred from receiving any reimbursement under the settlement.

If you want to tell the Courts what you think about the proposed settlements or speak to the Courts at the hearings listed above, Class Counsel must receive your submission by mail at Consumer Law Group P.C., 251 Laurier Ave. West, Suite 900, Ottawa, Ontario, K1P 5J6 **no later than August 29, 2018**. The written submissions must state the nature of any comments or objections, and whether you intend to appear at the settlement approval hearing. The written submission of any Class Member must include: (a) a heading which refers to the Actions; (b) the commenter's full name, telephone number, email address (if any), and address (the commenter's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her comments; (e) whether the commenter intends to appear at the Approval Hearing(s) on his or her own behalf or through counsel; (f) a statement that the commenter is a Class Member, including the make, model, year, and VIN(s) of the Subject Vehicle(s); and (g) the commenter's dated, handwritten signature (an electronic signature or lawyer's signature are not sufficient). Any documents supporting the comments must be attached to the written submission. If any testimony is proposed to be given in support of the comment at the Approval Hearing(s), the names of all persons who will testify must be set forth in written submission.

You may (but do not need to) attend the hearings. If you wish to attend the hearings, please contact Class Counsel for additional details.

OPTING OUT OF THE CLASS ACTION

You can choose to exclude yourself from the class actions ("opt out"). You can opt out by sending an Opt Out Form to the Settlement Administrator, available at www.Toyotaframesettlement.ca.

If you opt out:

- you will not be eligible to receive any compensation or benefits from the settlement or the class action, but
- you will be able to start or continue your own case against the defendant regarding the claims at issue in the action. However, applicable limitation periods or prescription delays will resume running against you. You should therefore consult with an independent lawyer at your cost if you wish to pursue your own claim.

If you do nothing, and so do not opt out:

- you will be eligible to receive compensation or benefits from the class action, but
- you will not be able to start or continue your own case against the defendant regarding the claims at issue in the class action.

This is your only chance to exclude yourself or opt out of this class action. No further right to opt out will be provided.

To properly and timely opt out of the class action, the Opt-Out Form must be filled out and postmarked no later than October 22, 2018. Residents of Quebec must also send a copy of their Opt Out Form to the Clerk of the Superior Court of Quebec, postmarked by October 22, 2018.

LEGAL FEES

Class Counsel have requested legal fees, expenses and applicable taxes in the amount of \$775,000 and a total of \$15,000 as awards to the 5 class representatives. Class Counsel were retained on a contingency basis. Class Counsel were responsible for funding all disbursements incurred in pursuing this litigation. Pursuant to the Settlement Agreement, any fees or disbursements awarded by the Courts, including but not limited to all Notice administration, Claims administration, and related costs will be paid by Toyota. Payment of Class Counsel's fees and awards to the class representatives will require Court approval.

Class Members are not liable for any legal fees incurred to date by Class Counsel. Class Members are not required to retain their own individual lawyers to assist them to receive Settlement benefits, including making individual Claims.

Should Class Members choose to retain their own lawyers, they may do so and will be responsible to pay the legal fees of any lawyer they retain. Any questions about this Settlement, individual claims, or related issues should be directed to the Settlement Notice and Claims Administrator and/or to Class Counsel at the contact information listed below.

FURTHER INFORMATION

To obtain a complete copy of the statement of claim, the Settlement Agreement, a Claim Form, an Opt-Out Form or other documents, visit www.Toyotaframesettlement.ca. You may submit a Claim Form online. To obtain a paper copy of any of the documents other than through the website, please call the Settlement Notice and Claims Administrator, toll-free, at 1-866-343-1858.

For further information, please contact Class Counsel as follows:

Canada (except Québec):	Québec Only:
Consumer Law Group P.C.	Lex Group Inc.
Jeff Orenstein	David Assor
T. 613-627-4894 – extension 2	T. 514-451-5500 – extension 321

There will be no further notice from the Administrator about this settlement, unless the settlement is not approved.

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE SUPERIOR COURT OF QUEBEC.

AVIS DÉTAILLÉ PORTANT SUR LE RÈGLEMENT PROPOSÉ

RÈGLEMENT DE L'ACTION COLLECTIVE PORTANT SUR LES VÉHICULES AUTOMOBILES TOYOTA TACOMA, TOYOTA TUNDRA ET TOYOTA SEQUOIA

LE PRÉSENT AVIS FORMEL A ÉTÉ APPROUVÉ PAR LA COUR ET PORTE SUR LE RÈGLEMENT PROPOSÉ DE L'ACTION COLLECTIVE DONT VOUS POURRIEZ ÊTRE MEMBRE DU GROUPE. VEUILLEZ LIRE LE PRÉSENT AVIS ATTENTIVEMENT, CAR IL POURRAIT AVOIR DES INCIDENCES SUR VOS DROITS ET VOUS POURRIEZ ÊTRE ADMISSIBLE À UNE INDEMNISATION.

Vous pouvez :		Date/Période de réclamation
DEMANDER UNE INSPECTION DANS LE CADRE DU PROGRAMME D'INSPECTION ET DE REMPLACEMENT DE CHÂSSIS	Faire inspecter le châssis de votre véhicule automobile pour déterminer s'il doit être remplacé. Si l'inspection indique que le châssis de votre véhicule automobile doit être remplacé, un Concessionnaire Toyota autorisé remplacera le châssis de votre véhicule automobile, sans frais. <u>Vous pouvez vous rendre avec votre Véhicule automobile en cause chez un Concessionnaire Toyota à compter du 21 juillet 2018.</u>	La période la plus longue entre (a) douze (12) ans depuis la date originale d'achat ou de location du véhicule ou (b) un (1) an après le 21 juillet 2018
PRÉSENTER UNE RÉCLAMATION POUR OBTENIR UN REMBOURSEMENT	Vous pouvez présenter des Réclamations pour des paiements que vous auriez déjà effectués pour remplacer le châssis du Véhicule automobile en cause pour régler le problème de perforations provoquées par la rouille répondant au Critère relatif aux perforations provoquées par la rouille. Ces paiements doivent avoir été effectués avant le 8 juin 2018 et ne pas avoir été autrement remboursés. Ceci est l'unique façon d'obtenir un remboursement.	19 novembre 2018 (sous réserve de l'approbation par les Tribunaux)
COMMENTER LE RÈGLEMENT	S'adresser par écrit à la Cour à propos de la proposition de règlement.	29 août 2018
VOUS EXCLURE (VOUS RETIRER)	Demandez de vous retirer (exclure) de l'action collective. Si vous vous excluez, vous n'aurez droit à aucun bénéfice découlant du règlement, mais vous conserverez votre droit de poursuivre Toyota sur ces questions dans votre propre poursuite judiciaire.	22 octobre 2018
COMPARAÎTRE OU ASSISTER À L'AUDIENCE/AUX AUDIENCES D'APPROBATION	Vous n'avez pas à comparaître pour participer à l'Audience/aux Audiences d'approbation de la proposition de règlement, mais vous pouvez cependant comparaître de votre propre chef ou par le biais de votre propre avocat en plus de pouvoir soumettre une objection si vous n'exercez pas votre droit d'exclusion. Vous pouvez aussi demander de témoigner devant la Cour lors de l'Audience/des Audiences d'approbation en rapport avec la proposition de règlement si vous avez préalablement soumis une objection et soumis un avis d'intention en temps opportun pour comparaître à l'Audience/aux Audiences d'approbation.	29 août 2018

**OBJET DU
PRÉSENT AVIS**

Le présent avis s'applique à toutes les personnes résidant au Canada qui, en date du 8 juin 2018, sont propriétaires ou ont été propriétaires, ont acheté, sont locataires ou ont été locataires d'un ou des véhicules automobiles Toyota des années-modèles qui suivent :

Toyota Tacoma, années-modèles 2005 à 2010
Toyota Tundra, années-modèles 2007 à 2008
Toyota Sequoia, années-modèles 2005 à 2008

distribués pour la vente ou la location au Canada (ci-après les « Véhicules automobiles en cause »).

Le but du présent Avis est d'informer les **Membres du Groupe** (définis ci-dessous) de leurs droits et des options qu'ils ont par rapport à un accord de règlement qui résout le litige, décrit ci-dessous, à travers le Canada et qui accordera des bénéfices aux Membres du Groupe et, dans certains cas, des paiements aux Membres du Groupe qui présentent des réclamations valides.

Si vous voulez obtenir de plus amples détails ou une copie des demandes en justice ou de l'Accord de règlement, rendez-vous à site Web www.reglementchassistoyota.ca; vous pouvez également obtenir une copie en vous adressant aux Avocats du Groupe indiqués ci-dessous ou en communiquant avec l'Administrateur des réclamations et des avis relatifs au Règlement.

LE LITIGE

Le 21 novembre 2016, une demande d'action collective a été déposée devant la Cour supérieure de justice de l'Ontario (la « **Cour de l'Ontario** ») au nom de toutes les personnes, entités ou organisations résidant au Canada qui ont acheté et/ou loué un Véhicule automobile en cause. L'action en justice porte le titre de *Forbes and Legacé v. Toyota Canada Inc.*, numéro de dossier de la cour 16-70667-CP (« **Recours de l'Ontario** »).

Le 17 novembre 2016, une demande d'autorisation pour exercer une action collective a été déposée devant la Cour supérieure du Québec (la « **Cour du Québec** » et, avec la Cour de l'Ontario, les « **Cours** ») au nom de toutes les personnes et organisations au Canada qui ont acheté et ou loué un Véhicule automobile en cause. L'action en justice porte le titre de *Muraton v. Toyota Canada Inc.*, numéro de dossier de la cour 500-06-000825-162 (« **Recours du Québec** »).

Deux autres actions en justice ont été intentées en Ontario, respectivement *Eveland v. Toyota Canada Inc.*, numéro de dossier de la cour CV-17-569403-00CP et *Ratzv v. Toyota Canada Inc.*, numéro de dossier de la cour 618-17 CP. Lesdites actions en justice ont fait l'objet de désistement dans le cadre du Règlement.

Les actions en justice intentées en Ontario et au Québec allèguent que les Véhicules automobiles en cause ont été sujets à une corrosion excessive et prématurée causée par la rouille durant leur usage normal. Toyota nie qu'elle ait commis une violation de la loi, qu'elle ait commis un acte illégal ou qu'elle se soit mal conduite ou qu'elle n'ait aucune responsabilité en rapport avec de telles allégations.

Les Cours ne se sont pas prononcées quant à la véracité ou au mérite des réclamations ou défenses des Parties.

Les Cours tiendront chacune une audience afin de décider de l'approbation du présent règlement. L'audience à la Cour de l'Ontario se tiendra au palais de justice situé au 161, rue Elgin, Ottawa, Ontario, K2P 2K1, le 7 septembre 2018 à 10h00. L'audience à la Cour supérieure du Québec se tiendra au Palais de Justice, 1, rue Notre-Dame Est, Montréal, Québec, H2Y 1B6, le 5 septembre 2018 à 9h30. Les Cours décideront si le Règlement est juste et raisonnable et dans les meilleurs intérêts des Membres du Groupe.

**MEMBRES DU
GROUPE SELON LE
RÈGLEMENT**

Les **Membres du Groupe** comprennent toutes les personnes, entités ou organisations résidant au Canada qui, en date du 8 juin 2018, possèdent ou ont possédé, achètent ou ont acheté ou encore louent ou ont loué un des Véhicules automobiles en cause.

Sont exclus du Groupe : (a) Toyota, ses dirigeants, ses administrateurs et ses employés; ses sociétés affiliées et leurs dirigeants, administrateurs et employés; ses distributeurs et leurs dirigeants, administrateurs et employés; les Concessionnaires Toyota et leurs dirigeants et les administrateurs; (b) les Avocats du Groupe; (c) les officiers de justice, et les membres de leur famille proche, et les membres du personnel associés à la Cour qui sont assignés à cette cause; (d) les personnes ou entités qui s'excluent dument et en temps opportun du Groupe comme prévu dans l'Accord de règlement.

**RÉSUMÉ DE
L'ACCORD DE
RÈGLEMENT**

Tout en n'admettant aucune responsabilité, et en contrepartie d'une quittance face aux questions visées dans les poursuites (et tel qu'explicitement décrites dans la section 12 de l'Accord de règlement), –Toyota accordera les bénéfices aux Membres admissibles du Groupe, sous réserve des modalités de l'Accord de règlement. Après consultation avec les Avocats du Groupe, Toyota

mettra en œuvre un Programme d'inspection et de remplacement de châssis à compter du 21 juillet 2018, en vue d'accélérer le dédommagement des Membres du Groupe. Vous pouvez vous rendre avec votre Véhicule automobile en cause chez un Concessionnaire Toyota à compter du 21 juillet 2018 pour une inspection.

Cependant, les bénéfices du Règlement ne seront pas tous offerts avant et sous réserve de l'approbation complète du règlement, y compris la résolution de tout appel en faveur du maintien du règlement. Puisque nous ne savons pas précisément quand tous les bénéfices seront disponibles, veuillez consulter régulièrement site Web www.reglementchassistoyota.ca pour des mises à jour concernant le Règlement. Le Programme d'inspection et de remplacement de châssis comprend :

- Des Inspections gratuites de châssis chez des Concessionnaires Toyota autorisés pour déterminer si le châssis de votre Véhicule automobile en cause doit être remplacé, et si le Véhicule automobile en cause est immatriculé au Canada, le Véhicule automobile en cause sera aussi évalué quant à l'application du Revêtement anticorrosion (CRC).
 - Si le châssis répond au Critère relatif aux perforations provoquées par la rouille, c'est-à-dire une perforation de 10 millimètres ou plus du Véhicule automobile en cause, tel que décrit dans le Protocole d'inspection de l'Accord de règlement, il y aura remplacement sans aucun frais; ou
 - Si le châssis ne répond pas au Critère relatif aux perforations provoquées par la rouille, si le Revêtement anticorrosion (CRC) n'a pas été préalablement appliqué et si votre châssis n'a pas été préalablement remplacé, le Revêtement anticorrosion (CRC) sera appliqué sans aucun frais. Toyota fera parvenir un rappel aux Membres du Groupe lorsqu'il ne restera plus que six mois pour appliquer le Revêtement anticorrosion (CRC).
- Il y aura remboursement pour les Membres du Groupe qui auraient préalablement payé eux-mêmes le remplacement du châssis perforé par la rouille qui répond au Critère relatif aux perforations provoquées par la rouille et qui n'ont pas été autrement remboursés et que ces dépenses ont été engagées avant le 8 juin 2018.

QUITTANCE DES RÉCLAMATIONS DES MEMBRES DU GROUPE

En contrepartie des bénéfices découlant du règlement, les Actions seront réglés ou rejetés, et les Membres du Groupe abandonneront toutes les réclamations (sauf celles portant sur des dommages corporels, des décès injustifiés ou des dommages physiques à la propriété résultant d'un accident impliquant un Véhicule automobile en cause) contre toute entité Toyota, fondées sur la corrosion excessive et prématurée due à la rouille qui fait l'objet des Actions.

QUE DEVEZ-VOUS FAIRE?

Si vous souhaitez participer à la présente action collective, vous n'avez rien à faire. Veuillez simplement prendre rendez-vous auprès d'un Concessionnaire Toyota autorisé qui fera une inspection et qui prendra les mesures nécessaires qui sont décrites ci-dessus.

Si vous croyez avoir droit à un remboursement de dépenses, vous disposez de soixante (60) jours après l'émission des Ordonnances définitives et des Jugements définitifs de la Cour pour présenter une Réclamation par la poste (le cachet de la poste faisant foi) ou par moyen électronique. Veuillez consulter le site Web www.reglementchassistoyota.ca pour de plus amples renseignements sur le processus de réclamations. Si un Membre du Groupe ne présente pas dûment et en temps opportun sa réclamation dans le cadre de l'Accord de règlement, il ne pourra plus recevoir de remboursement en vertu du Règlement.

Si vous voulez indiquer aux Cours ce que vous pensez du Règlement proposé ou témoigner devant les Cours lors des audiences susmentionnées, les Avocats du Groupe doivent recevoir votre demande par courrier à l'adresse Consumer Law Group P.C., 251 ave Laurier Ouest, Suite 900, Ottawa, Ontario, K1P 5J6 au plus tard le 29 août 2018. Les demandes présentées par écrit doivent indiquer la nature de tout commentaire ou de toute objection et si vous avez l'intention de comparaître lors de l'audience d'approbation du règlement.

Il est possible pour vous (mais pas nécessaire) d'assister aux audiences. Si vous voulez assister aux audiences, veuillez communiquer avec les Avocats du Groupe pour obtenir de plus amples renseignements.

EXCLUSION DE L'ACTION COLLECTIVE

Vous pouvez choisir de vous exclure de l'action collective (« exclusion »). Vous pouvez vous exclure en envoyant un Formulaire d'exclusion à l'Administrateur des réclamations et des avis relatifs au Règlement, disponible à www.reglementchassistoyota.ca.

Si vous vous excluez :

- vous ne serez admissible à aucun dédommagement ou bénéfice découlant du règlement ou de l'action collective, mais
-

-
- vous pourrez intenter ou continuer votre propre recours contre les défendeurs concernant les réclamations envisagées dans l'action. Cependant, les périodes des limitations légales applicables ou les délais de prescription s'appliqueront à nouveau à votre égard. Vous devrez en conséquence consulter un avocat indépendant à vos frais si vous souhaitez déposer votre propre réclamation.

Si vous ne faites rien, c'est que vous ne vous excluez pas :

- vous serez admissible à recevoir un dédommagement ou des bénéfices découlant de l'action collective, mais
- vous ne pourrez pas intenter ou poursuivre votre propre recours contre la Défenderesse concernant les réclamations envisagées dans l'action collective.

C'est votre seule chance de vous exclure ou de vous retirer de la présente action collective. Il n'y aura pas d'autre possibilité d'exercer votre option d'exclusion.

Pour exercer dûment et en temps opportun votre droit de vous exclure de l'action collective, le Formulaire d'exclusion devra être rempli et mis à la poste (le cachet de la poste faisant foi) **au plus tard le 22 octobre 2018**. Les résidents du Québec doivent aussi envoyer leur demande d'exclusion au Greffier de la Cour supérieure du Québec, le cachet de la poste en faisant foi, au plus tard le 22 octobre 2018.

HONORAIRES EXTRA- JUDICIAIRES

Les Avocats du Groupe ont demandé des honoraires extra-judiciaires, des dépenses et les taxes applicables jusqu'à concurrence de 775 000 \$ et un total de 15 000 \$ en indemnités aux cinq Représentants du Groupe. Les Avocats du Groupe ont été retenus sur la base d'honoraires à pourcentage. Les Avocats du Groupe ont été responsables du financement de tous les débours encourus pendant le litige. Selon l'Accord de règlement, tous les honoraires ou tous les débours approuvés par les Cours, y compris mais sans limitation, l'administration des Avis, de Réclamations et les coûts y reliés, seront payés par

Toyota. Le paiement des honoraires des Avocats du Groupe et des indemnités aux représentants requerra l'approbation de la Cour.

Les Membres du Groupe ne sont pas responsables des honoraires extra-judiciaires encourus à ce jour par les Avocats du Groupe. Les Membres du Groupe n'ont pas à retenir les services de leurs propres avocats pour les aider à obtenir les bénéfices du Règlement, y compris la présentation de Réclamations individuelles.

Si des Membres du Groupe décident de retenir les services de leurs propres avocats, ils peuvent le faire et devront assumer le paiement des honoraires extra-judiciaires de tout avocat qu'ils décideront d'engager. Toutes les questions concernant le présent Règlement, les réclamations individuelles ou les questions connexes doivent être adressées à l'Administrateur des réclamations et des avis de règlement et/ou aux Avocats du Groupe (voir les coordonnées indiquées ci-dessous).

RENSEIGNEMENTS SUPPLÉMENTAIRES

Pour obtenir une copie complète des demandes en justice, de l'Accord de règlement, d'un Formulaire de réclamation, d'un Formulaire d'exclusion ou d'autres documents, veuillez consulter le site Web www.reglementchassistoyota.ca. Vous pouvez présenter un Formulaire de réclamation en ligne. Pour obtenir une copie papier de tout document d'une façon différente que par le site Web, **veuillez communiquer avec l'Administrateur des réclamations et des avis de règlement, sans frais, au 1-866-343-1858.**

Pour de plus amples renseignements, veuillez communiquer avec les Avocats du Groupe suivants :

Canada (sauf le Québec) :
Consumer Law Group P.C.
Jeff Orenstein
T. 613-627-4894 – poste 2

Québec seulement :
Lex Group Inc.
David Assor
T. 514-451-5500 – poste 321

Il n'y aura pas d'autre avis de l'Administrateur concernant ce Règlement, sauf si le Règlement n'est pas approuvé.

Le présent avis comprend un résumé de certaines des modalités de l'Accord de règlement. En cas de conflit entre les dispositions du présent avis et celles de l'Accord de règlement, les dispositions de l'Accord de règlement prévaudront.

LE PRÉSENT AVIS A ÉTÉ AUTORISÉ PAR LA COUR SUPÉRIEURE DE JUSTICE DE L'ONTARIO ET PAR LA COUR SUPÉRIEURE DU QUÉBEC.

APPENDIX "D"

OPT-OUT FORM

Toyota Tacoma (2005 to 2010)

Toyota Tundra (2007-2008)

Toyota Sequoia (2005-2008)

Class Action Settlement

This is NOT a Frame Replacement Reimbursement Claim Form. This Form EXCLUDES you from the Toyota Tacoma, Tundra and Sequoia National Class Action. DO NOT use this Form if you wish to seek compensation under the Settlement.

To be effective as an election to Opt Out of this Class Action, this Opt-Out Form must be completed, signed and postmarked to the Settlement Notice and Claims Administrator by **no later than October 22, 2018**.

IF YOU RESIDE IN THE PROVINCE OF QUEBEC, YOU MUST ALSO SEND A COPY OF THIS OPT-OUT FORM TO THE CLERK OF THE SUPERIOR COURT OF QUEBEC AT THE FOLLOWING ADDRESS:

Superior Court of Quebec
Class Action Division
Montreal Courthouse,
1 Notre-Dame Street East,
Montreal, Quebec, H2Y 1B6
Court File No. 500-06-000825-162

Please read the entire form and follow the instructions carefully.

I. Personal Information: Please provide the following personal information about yourself, or, if you are filing this Opt-Out Form as the legal representative of a Class Member, please provide the following information about the Class Member.

First Name	Middle Initial	Last Name
Street Address		Apt. No.
City/Town	Province/Territory	Postal Code
Daytime Phone Number ()	Evening Phone Number ()	
Vehicle Identification Number (VIN) (if more than one, please use separate sheet)		
Make, Model, and Model Year of Vehicle (if more than one, please use separate sheet)		

II. Legal Representative Information (if applicable): If you are filing this Opt-Out Form as the legal representative of a Class Member or a Class Member's estate, please provide the following information about **yourself** and attach a copy of your court approval or other authorization to represent the Class Member identified in Section I, above.

First Name	Middle Initial	Last Name
Street Address		Apt. No.
City/Town	Province/Territory	Postal Code
Daytime Phone Number ()	Evening Phone Number ()	

Please attach a copy of a court order or other official document(s) demonstrating that you are the duly authorized legal representative of the Class Member and check the box below describing the Class Member's status:

- minor (court order appointing guardian of property or custody order, if any, or sworn affidavit of the person with custody of the minor);
- a mentally incapable person (copy of a continuing power of attorney for property, or a Certificate of statutory guardianship);
- the estate of a deceased person (Letters Probate, Letters of Administration or Certificate of Appointment as Estate Trustee).
- If you have retained counsel please provide contact information (name of counsel, address and telephone number) for your counsel.

III. Acceptance and Acknowledgement

I have read the foregoing and understand that, by opting out, I will never be eligible to receive any compensation or other benefits pursuant to the Toyota Tacoma, Tundra and Sequoia National Class Action titled *Forbes and Lagacé v. Toyota Canada Inc. (Ontario, Canada)* AND *Muraton v. Toyota Canada Inc. (Quebec, Canada)*. I further understand that, by opting out, any legal limitation periods or prescription delays I had to institute separate independent legal proceedings against Toyota Canada Inc. will re-commence to run and that I should consult independent legal counsel.

_____ Date

_____ Signature

(Class Member or Executor, Administrator, or Personal Representative)

To be effective as an election to opt out of this National Class Action, this Form must be completed, signed, sent to the Settlement Notice and Claims Administrator at the address (or fax number) listed below, by regular mail, courier or fax **and must be received (if couriered or faxed) or postmarked (if mailed)** by the Settlement Notice and Claims Administrator no later than **October 22, 2018, with a further copy sent to the Clerk of the Superior Court of Quebec at the address listed above IF you are a Quebec resident.**

If you have questions about using or completing this Opt-Out Form, please contact your lawyer or call the Settlement Notice and Claims Administrator's Information Line at 1-866-343-1858. All Opt-Out Forms must be submitted to the Settlement Notice and Claims Administrator, whose information is as follows:

Toyota Frame Settlement
c/o Crawford Class Action Services
Suite 3-505, 133 Weber St N
Waterloo ON N2J 3G9
Fax: 1-888-842-1332
Email: toyotaframesettlement@crawco.ca

**THE INFORMATION CONTAINED IN THIS FORM WILL REMAIN
CONFIDENTIAL.**

PRIVACY STATEMENT

Personal Information provided on this form by Class Members who wish to Opt Out of the Class Action is collected, used, and retained by the Settlement Notice and Claims Administrator pursuant to the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c.5 (PIPEDA):

- For the purpose of operating and administering the *Forbes and Lagacé v. Toyota Canada Inc.* AND *Muraton v. Toyota Canada Inc.* Class Actions and Settlement Agreement; and
- To identify and maintain a record of those Class Members who elect to Opt Out of the *Forbes and Lagacé v. Toyota Canada Inc.* AND *Muraton v. Toyota Canada Inc.* Class Actions and Settlement in accordance with the terms of the Settlement Agreement and any related Court Orders.

Information collected on this form will be maintained on a private and confidential basis and will not be disclosed without express written consent except as provided for herein and in the Settlement Agreement. The Settlement Agreement provides that information collected on this form will be disclosed to the Parties to the litigation and/or the Courts. Information collected on this form will also be disclosed to the Settlement Notice and Claims Administrator and any other third parties retained by the Settlement Notice and Claims Administrator or the Parties, in each case only for the purposes of managing and administering the settlement.

FORMULAIRE D'EXCLUSION

Règlement de l'Action collective

Toyota Tacoma (2005 à 2010)

Toyota Tundra (2007 à 2008)

Toyota Sequoia (2005 à 2008)

Ceci N'EST PAS un Formulaire de réclamation portant sur le remboursement d'un remplacement de châssis. Le présent Formulaire vous permet de vous EXCLURE du Recours collectif national et de l'Action collective québécoise portant sur les véhicules Toyota de marques Tacoma, Tundra et Sequoia. Veuillez NE PAS utiliser le présent Formulaire si vous désirez présenter une réclamation dans le cadre du Règlement.

Pour que votre choix de vous exclure (de vous retirer) de l'Action collective prenne effet, vous devez remplir le présent Formulaire d'exclusion, le signer et le transmettre par courrier ordinaire (le cachet de la poste faisant foi) à l'Administrateur des réclamations et des avis relatifs au règlement au plus tard le 22 octobre 2018.

SI VOUS RÉSIDEZ DANS LA PROVINCE DE QUÉBEC, VOUS DEVEZ ÉGALEMENT ADRESSER UNE COPIE DU PRÉSENT FORMULAIRE D'EXCLUSION AU GREFFIER DE LA COUR SUPÉRIEURE DU QUÉBEC À L'ADRESSE SUIVANTE :

Cour supérieure du Québec
Chambre des Actions collectives
Palais de justice de Montréal,
1, rue Notre-Dame Est,
Montréal, Québec, H2Y 1B6
Dossier de la Cour numéro 500-06-000825-162

Veuillez lire le Formulaire au complet et suivre les instructions minutieusement.

I. Renseignements personnels : Veuillez fournir les renseignements personnels suivants à votre sujet, ou si vous remplissez le présent Formulaire d'exclusion à titre de représentant personnel d'un Membre du Groupe, veuillez fournir les renseignements suivants au sujet du Membre du Groupe en question.

Prénom	Initiale du second prénom	Nom de famille
Numéro et rue		N° d'app.
Ville/Municipalité	Province/Territoire	Code postal
Numéro de téléphone durant le jour ()	Numéro de téléphone en soirée ()	
Numéro d'identification de véhicule (NIV) (s'il y en a plus d'un, veuillez utiliser une feuille séparée)		
Marque, modèle et année-modèle du véhicule (s'il y en a plus d'un, veuillez utiliser une feuille séparée)		

II. Renseignements du Représentant personnel (le cas échéant) : Si vous déposez le présent Formulaire d'exclusion à titre de représentant personnel d'un Membre du Groupe ou de sa succession, veuillez fournir les renseignements suivants sur **vous-même** et joindre une copie de l'autorisation que vous a accordée un tribunal ou une autre autorisation que vous avez à représenter le Membre du Groupe mentionné à la Section I ci-dessus.

Prénom	Initiale du second prénom	Nom de famille
Numéro et rue		Numéro d'app.
Ville/Municipalité	Province/Territoire	Code postal
Numéro de téléphone durant le jour ()	Numéro de téléphone en soirée ()	

Veuillez joindre une copie d'une ordonnance de la Cour ou d'un autre document officiel indiquant que vous êtes le représentant personnel dûment autorisé du Membre du Groupe et cocher la case ci-dessous décrivant le statut du membre en question :

- _____ une personne mineure (ordonnance d'un tribunal vous désignant tuteur aux biens ou gardien, le cas échéant, ou une déclaration sous serment de la personne ayant la garde de la personne mineure);
- _____ une personne frappée d'incapacité mentale (copie d'une procuration à l'égard des biens ou d'un certificat de tutelle statutaire);
- _____ la succession d'une personne décédée (lettres d'homologation, lettres d'administration ou certificat de nomination à titre de fiduciaire ou liquidateur testamentaire).
- _____ Si vous avez retenu les services d'un avocat, veuillez fournir ses coordonnées (son nom, son adresse et son numéro de téléphone).

III. Acceptation et reconnaissance

J'ai lu tout ce qui précède et je comprends qu'en « m'excluant », je ne serai plus jamais admissible à recevoir une compensation ou d'autres bénéfices dans le cadre du Recours collectif national intitulé *Forbes and Lagacé v. Toyota Canada Inc.* (Ontario, Canada) et l'Action collective *Muraton v. Toyota Canada Inc.* (Québec, Canada). Je comprends également qu'en exerçant mon droit d'exclusion, toute période de limitation légale ou tout délai de prescription que j'avais pour intenter une action en justice distincte et indépendante contre Toyota Canada Inc., recommencera à courir et que je devrai consulter un avocat indépendant.

 Date Signature
 (Membre du Recours collectif/de l'Action collective ou exécuter, administrateur ou représentant personnel)

Pour que votre choix de vous exclure (vous retirer) de la présente Action collective nationale prenne effet, le présent Formulaire doit être complété, signé et transmis à l'Administrateur des réclamations et des avis relatifs au Règlement à l'adresse (ou au numéro de télécopieur) mentionnés ci-dessous, et il doit être reçu au plus tard le 22 octobre 2018, transmis ou par service de messagerie ou par télécopieur ou par la poste ordinaire, le cachet de la poste faisant foi. Si vous résidez au Québec, vous devez faire parvenir une copie supplémentaire au Greffier de la Cour supérieure du Québec à l'adresse mentionnée plus haut.

Si vous avez des questions sur l'utilisation ou sur la façon de remplir le présent Formulaire d'exclusion, veuillez communiquer avec votre avocat ou composer le numéro de la ligne d'information de l'Administrateur des réclamations et des avis relatifs au Règlement 1-866-343-1858. Tous les Formulaires d'exclusion doivent être adressés à l'Administrateur des réclamations et des avis relatifs au Règlement dont l'adresse est la suivante :

Règlement portant sur les châssis des véhicules automobiles Toyota
a/s de Crawford - Services des actions collectives
Pièce 3-505, 133, rue Weber Nord
Waterloo (ON) N2J 3G9
Télécopieur : 1-888-842-1332
Adresse courriel : ReglementChassisToyota@crawco.ca

**LES RENSEIGNEMENTS COMPRIS DANS LE PRÉSENT FORMULAIRE DEMEURERONT
CONFIDENTIELS.**

ÉNONCÉ DE CONFIDENTIALITÉ

Les renseignements personnels compris dans le présent formulaire et fournis par les Membres du Groupe qui désirent s'exclure (se retirer) de l'Action collective sont recueillis, utilisés et conservés par l'Administrateur des réclamations et des avis relatifs au Règlement en vertu de la *Loi sur la protection des renseignements personnels et les documents électroniques*. L.C. 2000, chap.5 (LPRPDE) :

- Dans le but de mettre en œuvre et d'administrer le Recours collectif *Forbes and Lagacé v. Toyota Canada Inc.* et l'Action collective *Muraton v. Toyota Canada Inc.* ainsi que l'Accord de règlement; et
- Afin d'identifier et de tenir un dossier des Membres du Groupe qui choisissent de s'exclure (se retirer) du Recours collectif *Forbes and Lagacé v. Toyota Canada Inc.* et de l'Action collective *Muraton v. Toyota Canada Inc.* et du Règlement conformément aux modalités de l'Accord de règlement et de toutes les ordonnances connexes émises par les tribunaux.

Les renseignements compris dans le présent Formulaire demeureront privés et confidentiels et ne seront pas divulgués sans l'autorisation écrite expresse, sauf tel que prévu dans les présentes et dans l'Accord de règlement. L'Accord de règlement prévoit que les renseignements compris dans le présent Formulaire seront divulgués aux Parties ayant participé au litige et/ou divulgués aux tribunaux. Les renseignements compris dans le présent Formulaire seront également divulgués à l'Administrateur des réclamations et des avis relatifs au Règlement ainsi qu'à tout autre tiers retenu par l'Administrateur des réclamations et des avis relatifs au Règlement ou par les Parties, et dans chaque cas uniquement aux fins de la gestion et de l'administration du Règlement.

APPENDIX "E"

FRAME REPLACEMENT CLAIM FORM

Toyota Tacoma (2005 to 2010), Toyota Tundra (2007-2008), and Toyota Sequoia (2005-2008)
(hereinafter the "Subject Vehicle(s)")

This form is only needed if you spent money for a frame replacement and have not already been reimbursed. Use this Claim Form only if you: (1) previously paid out-of-pocket for frame replacement incurred on your Subject Vehicle to address a condition that satisfies the Rust Perforation Standard in the Frame Inspection Protocol on the Subject Vehicles for which you were not otherwise reimbursed, and the costs were incurred prior to June 8, 2018; (2) you are not otherwise excluded from the Class; and (3) you otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.

You may submit only one Claim for each Subject Vehicle for which you are seeking payment in this class action settlement. To determine whether you are a Class Member eligible to make a claim, or for more information regarding the class action settlement, please first visit www.Toyotaframesettlement.ca. If you still have questions regarding the claims process, call 1-866-343-1858.

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM AND SUBMITTING A CLAIM FOR PAYMENT

- 1) You can complete this Claim Form online at www.Toyotaframesettlement.ca, when you type your VIN (Vehicle Identification Number) in Section I (Information on Class Member and Subject Vehicle) below, some of the boxes in this Claim Form will be automatically filled in. Check the form carefully to make sure all of the information is correct and that you have filled in any missing information. If you are submitting a claim for more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested, or, if you are submitting this Claim Form on-line, please check the box allowing you to include rows for more than one Subject Vehicle.
- 2) Capitalized terms in this Claim Form have the same meaning as provided in the Settlement Agreement, which is available at www.Toyotaframesettlement.ca.
- 3) Type or print legibly in blue or black ink. Do not use any highlighters. Provide all requested information to complete and submit this Claim Form, attach supporting documentation, as specified below, and sign the Claim Form.
- 4) Your completed Claim Form must be submitted electronically (by clicking the "Submit Claim Form" button below) no later than November 19, 2018 (Subject to Courts' approval) or postmarked no later than November 19, 2018 (Subject to Courts' approval). The completed Claim Form can be submitted online at www.Toyotaframesettlement.ca, emailed to toyotaframesettlement@crowco.ca or mailed to:

Toyota Frame Settlement
c/o Crawford Class Action Services
Suite 3-505, 133 Weber St N
Waterloo ON N2J 3G9
Fax: 1-888-842-1332

- 5) You must review, sign and date Section II (Attestation) below.

Toyota and/or the Settlement Notice and Claims Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail, including, but not limited to, any responses to requests for verification.

IF YOU FILE YOUR CLAIM FORM ONLINE, YOU DO NOT NEED TO SUBMIT A PAPER CLAIM FORM.

Failure to timely complete all relevant portions of the Claim Form may result in the denial of your Claim, and you will receive no cash payment for your claim. The Settlement Notice and Claims Administrator has the right to request verification of eligibility, and any additional documentation necessary to process the claim.

SECTION I: Information on Class Member and Subject Vehicle		
Last Name	First Name	Middle Initial
Vehicle Identification Number (VIN):	Telephone Number:	
Make, Model, and Model Year of Vehicle		
Street Address		
City:	Province / Territory:	Postal Code:
E-mail		Address:
		@
SECTION II: Claim Information		
<p>1. Did you incur any out-of-pocket expense for frame replacement to your Subject Vehicle to address frame perforation issues that satisfies the Rust Perforation Standard that were not otherwise reimbursed?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p>If you answered "No" to question 1, you are not eligible to submit a claim.</p> <p>If you answered "Yes," complete the following:</p> <p>FRAME REPLACEMENT</p> <p><i>The best way to show you incurred out-of-pocket expenses for frame replacement that satisfies the Rust Perforation Standard is to enclose an invoice(s) or any other document(s) that shows:</i></p> <ul style="list-style-type: none"> • Proof of ownership, which includes VIN, make and model • Frame replacement date • Type of frame replacement performed (including the parts replaced, condition and cause) • Proof of payment and total amount paid (for both parts and labor) • Facility name, address and phone number that performed the replacement 		

Toyota and/or the Settlement Notice and Claims Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail, including, but not limited to, any responses to requests for verification.

INVOICE #1							
Replacement Order Number (if any):				Amount paid for replacement:			
				\$			
Date of Replacement:							
Name, City and Province / Territory of Dealership or Mechanic Where Replacement Occurred:							
Name: _____							
City: _____ Province / Territory: _____ Postal Code: _____							
Description of Replacement:							
Other/Specify (If Applicable):							

INVOICE #2 (If Applicable)							
Replacement Order Number (if any):				Amount paid for replacement:			
				\$			
Date of Replacement:							
Name, City and Province / Territory of Dealership or Mechanic Where Replacement Occurred:							
Name: _____							
City: _____ Province / Territory: _____ Postal Code: _____							
Description of Replacement:							
Other/Specify (If Applicable):							

Toyota and/or the Settlement Notice and Claims Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail, including, but not limited to, any responses to requests for verification.

INVOICE #3 (If Applicable)							
Replacement Order Number (if any):				Amount paid for replacement:			
				\$			
Date of Replacement:							
Name, City and Province / Territory of Dealership or Mechanic Where Replacement Occurred:							
Name: _____							
City: _____ Province / Territory: _____ Postal Code: _____							
Description of Replacement:							
Other/Specify (If Applicable):							

SECTION III: Attestation

I declare or affirm, under penalty of perjury under the laws of Canada, that the information in this Claim form is true and correct to the best of my knowledge, information and belief, that I can make this claim, and have the authority to submit this Claim Form. I understand that my Claim Form may be subject to audit, verification and Court review.

SIGNED: _____

DATE: _____

Please check this box if you are filing your Claim Form electronically. This represents your signature

You must fill out the date, above

Claim Forms must be electronically submitted or postmarked no later than November 19, 2018 (Subject to Courts' approval). Questions? Visit www.Toyotaframesettlement.ca or call, toll-free, 1-866-343-1858.

SUBMIT CLAIM FORM

Toyota and/or the Settlement Notice and Claims Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail, including, but not limited to, any responses to requests for verification.

FORMULAIRE DE RÉCLAMATION PORTANT SUR LE REMPLACEMENT DE CHÂSSIS

Toyota Tacoma (2005 à 2010), Toyota Tundra (2007 à 2008) et Toyota Sequoia (2005 à 2008) (ci-après le ou les « Véhicule(s) automobile(s) en cause »)

Le présent formulaire est requis si vous avez dépensé de l'argent pour le remplacement d'un châssis et si vous n'avez pas déjà été remboursé. Vous devez utiliser le présent Formulaire de réclamation seulement si : (1) vous avez déjà payé vous-même pour le remplacement de châssis de votre Véhicule automobile en cause afin de redresser une situation qui répond au Critère relatif aux perforations provoquées par la rouille indiqué dans le Protocole d'inspection de châssis des Véhicules automobiles en cause pour lequel vous n'avez pas autrement été remboursé et que ces dépenses ont été déboursés avant le 8 juin 2018; (2) vous ne vous êtes pas autrement exclu du Groupe; et (3) vous respectez par ailleurs les modalités et conditions précisées dans le présent Formulaire de réclamation et l'Accord de règlement.

Vous ne pouvez soumettre qu'une seule Réclamation pour chaque Véhicule automobile en cause pour lequel vous demandez un paiement dans le cadre du Règlement dans la présente Action collective. Afin de déterminer si vous êtes un Membre du Groupe admissible ou pour obtenir de plus amples renseignements au sujet du Règlement, veuillez d'abord consulter le site Web www.reglementchassistoyota.ca. Si vous avez toujours des questions au sujet du processus de réclamation, veuillez composer le 1-866-343-1858.

INSTRUCTIONS POUR REMPLIR LE PRÉSENT FORMULAIRE DE RÉCLAMATION ET POUR SOUMETTRE UNE DEMANDE DE PAIEMENT

- 1) Vous pouvez remplir le présent Formulaire de réclamation en ligne à partir du site Web www.reglementchassistoyota.ca. Lorsque vous tapez votre NIV (numéro d'identification de véhicule) dans la Section I (Renseignements sur le Membre du Groupe et sur le Véhicule automobile en cause) ci-dessous, certaines cases du présent Formulaire de réclamation seront automatiquement remplies. Veuillez vérifier le Formulaire avec soin afin de vous assurer que tous les renseignements sont exacts et que vous avez fourni tous les renseignements manquants. Si vous soumettez une réclamation pour plus d'un Véhicule automobile en cause, vous pouvez photocopier le présent Formulaire de réclamation et joindre une feuille séparée contenant les renseignements demandés, ou, si vous soumettez le présent Formulaire de réclamation en ligne, veuillez cocher la case vous permettant d'inclure des rangées (des lignes) pour plus d'un Véhicule automobile en cause.
- 2) Les mots en Majuscules dans le présent Formulaire de réclamation ont la même signification que ceux compris dans l'Accord de règlement, qui est disponible sur le site Web www.reglementchassistoyota.ca.
- 3) Veuillez taper ou écrire lisiblement à l'encre bleue ou noire. Veuillez ne pas utiliser de surligneurs. En remplissant le présent Formulaire, veuillez fournir tous les renseignements demandés, joindre les documents à l'appui, tel que précisé ci-dessous, et signer le Formulaire de réclamation.
- 4) Votre Formulaire de réclamation rempli doit être soumis électroniquement (en cliquant sur le bouton « Soumettre le Formulaire de réclamation » dessous) au plus tard le 19 novembre 2018 (sous réserve de l'approbation par les Tribunaux) ou par la poste (le cachet de la poste faisant foi) au plus tard le 19 novembre 2018 (sous réserve de l'approbation par les Tribunaux). Le Formulaire de réclamation rempli peut être soumis électroniquement à partir du site Web www.reglementchassistoyota.ca, ou transmis par courriel à ReglementChassisToyota@crawco.ca ou transmis par la poste à :

Règlement portant sur les châssis des véhicules automobiles Toyota
a/s de Crawford - Services des actions collectives
Pièce 3-505, 133, rue Weber Nord,
Waterloo (ON) N2J 3G9
Télécopieur : 1-888-842-1332

Toyota et/ou l'Administrateur des réclamations et des avis relatifs au Règlement ne sont pas responsables du courrier mal livré, perdu, illisible, endommagé, détruit ou autrement non reçu, y compris, sans s'y limiter, toute réponse à des demandes de vérification.

5) Vous devez lire, signer et dater la Section II (Attestation) qui suit.

SI VOUS SOUMETTEZ UN FORMULAIRE DE RÉCLAMATION EN LIGNE, VOUS N'AVEZ PAS À SOUMETTRE DE FORMULAIRE DE RÉCLAMATION EN VERSION PAPIER.

Si vous ne remplissez pas en temps opportun toutes les parties pertinentes du Formulaire de réclamation, votre Réclamation pourrait être refusée et vous ne recevrez aucun paiement en espèces pour votre réclamation. L'Administrateur des réclamations et des avis relatifs au Règlement a le droit d'exiger la vérification de l'admissibilité, et de toute autre documentation supplémentaire requise pour le traitement de la réclamation.

SECTION I : Renseignements relatifs au Membre du Groupe et au Véhicule automobile en cause		
Nom de famille	Prénom	Initiale du second prénom
Numéro d'identification de véhicule (NIV) :	Numéro de téléphone :	
Marque, modèle et année-modèle du véhicule		
Adresse municipale		
Ville :	Province / Territoire :	Code postal :
Adresse électronique : _____@_____.		
SECTION II : Renseignements au sujet de la réclamation		
1. Avez-vous engagé des frais pour le remplacement de châssis de votre Véhicule automobile en cause pour corriger un problème de perforation provoquée par la rouille qui satisfait le Critère relatif aux perforations provoquées par la rouille, frais qui n'ont autrement pas été remboursés?		
<input type="checkbox"/> Non		
<input type="checkbox"/> Oui		
Si vous avez répondu « Non » à la question 1, vous ne pouvez pas présenter de réclamation.		
Si vous avez répondu « Oui », veuillez répondre à ce qui suit :		
REMPLACEMENT DE CHÂSSIS		
<u>La meilleure façon de démontrer vos frais pour un remplacement de châssis qui répond au Critère relatif aux perforations provoquées par la rouille est de joindre la ou les facture(s) ou tout autre document indiquant ce qui suit :</u>		
<ul style="list-style-type: none">• La preuve de propriété, qui comprend le NIV, la marque et le modèle• La date de remplacement de châssis• Le type de remplacement de châssis effectué (pièces remplacées, condition et cause)• La preuve de paiement et montant total (pour les pièces et le service)• Le nom, adresse et numéro de téléphone de l'établissement où le travail de remplacement a eu lieu		

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FACTURE n° 1	
Numéro de commande du remplacement (s'il y a lieu) :	Montant payé pour le remplacement :
	\$
Date du remplacement :	
Nom, Ville et Province / Territoire du concessionnaire ou du mécanicien où le remplacement a eu lieu :	
Nom : _____	
Ville : _____ Province / Territoire : _____ Code postal : _____	
Description du remplacement :	
Autre/Veuillez préciser (s'il y a lieu) :	

FACTURE n° 2 (s'il y a lieu)	
Numéro de commande du remplacement (s'il y a lieu) :	Montant payé pour le remplacement :
	\$
Date du remplacement :	
Nom, Ville et Province / Territoire du concessionnaire ou du mécanicien où le remplacement a eu lieu :	
Nome : _____	
Ville : _____ Province / Territoire : _____ Code postal Code: _____	
Description du remplacement :	
Autre/Veuillez préciser (s'il y a lieu) :	

Toyota et/ou l'Administrateur des réclamations et des avis relatifs au Règlement ne sont pas responsables du courrier mal livré, perdu, illisible, endommagé, détruit ou autrement non reçu, y compris, sans s'y limiter, toute réponse à des demandes de vérification.

FACTURE n° 3 (s'il y a lieu)									
Numéro de commande du remplacement (s'il y a lieu) :	Montant payé pour le remplacement :								
	\$ <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>								
Date du remplacement :									
Nom, Ville et Province / Territoire du concessionnaire ou du mécanicien où le remplacement a eu lieu :									
Nom : _____									
Ville : _____ Province / Territoire : _____ Code postal : _____									
Description du remplacement :									
Autre/Veuillez préciser (s'il y a lieu) :									

SECTION III : Attestation	
Je déclare ou affirme, sous peine de parjure conformément aux lois du Canada, que les renseignements figurant dans le présent Formulaire de réclamation sont véridiques, exacts et complets, que je peux faire cette réclamation et que j'ai la compétence de soumettre le présent Formulaire de réclamation. Je comprends que mon Formulaire de réclamation peut être sujet à un audit, une vérification et un examen de la Cour.	
SIGNATURE : _____	DATE : _____
<input type="checkbox"/> Veuillez cocher cette case si vous remplissez votre Formulaire de réclamation par voie électronique. Ceci représente votre signature.	
<u>Vous devez indiquer la date ci-haut.</u>	
Les Formulaires de réclamation doivent être transmis par voie électronique ou transmis par la poste (le cachet de la poste faisant foi) au plus tard le 19 novembre 2018 (sous réserve de l'approbation par les Tribunaux). Avez-vous des questions? Veuillez consulter le site www.reglementchassistoyota.ca ou composer le numéro de téléphone sans frais 1-866-343-1858	

SOUMETTRE LE FORMULAIRE DE RÉCLAMATION

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DEVIN FORBES, STEVEN LAGACÉ, MICHAEL -and-
EVELAND and JOSEPH EDWARD PAUL RATZ
Plaintiffs

TOYOTA CANADA INC.
Defendant

Court File No. 16-70667-CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA
Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Certification and Notice Approval)

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