

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE C. MACLEOD

) FRIDAY, THE 14TH
) DAY OF SEPTEMBER, 2018

BETWEEN:

**DEVIN FORBES, STEVE LAGACÉ, MICHAEL EVELAND,
AND JOSEPH EDWARD PAUL RATZ**

Plaintiffs

- and -

TOYOTA CANADA INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*
S.O. 1992, c. 6, as amended

ORDER

THIS MOTION, made by the Plaintiffs, for an Order to Approve the Settlement Agreement dated May 17, 2018 attached to this Order as Appendix "A" (the "Settlement Agreement"), Class Counsel Fees and Expenses, and Individual Class Representative Award Payments, was heard on Friday, September 7, 2018 at the Ontario Court of Justice, 161 Elgin Street, Ottawa, Ontario, K2P 2K1.

UPON READING the materials filed, including the Settlement Agreement and on hearing the submissions of Class Counsel and Counsel for the Defendant.

1. **THIS COURT DECLARES** that for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ADJUDGES, ORDERS AND DECLARES** that the Settlement Agreement made between the Parties:

- a) is fair, reasonable and in the best interest of the Class;
- b) is hereby approved pursuant to section 29 of the *Class Proceedings Act*, 1982, S.O. 1992, c. 6; and
- c) shall be implemented in accordance with all of its terms.

3. **THIS COURT ORDERS** that the Settlement Relief set forth in the Settlement Agreement be provided in full satisfaction of the obligations of Toyota under the Settlement Agreement.

4. **THIS COURT FURTHER ORDERS** that any Party may bring a motion to the case management judge appointed to supervise the Action at any time for directions with respect to the implementation or interpretation of the Settlement Agreement, such motion to be on notice to all other Parties.

5. **THIS COURT FURTHER ORDERS** that if the case management judge originally assigned to the Action 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 Superior Court of Justice shall be appointed in his stead.

6. **THIS COURT DECLARES** that this Order constitutes the full and final resolution of all claims made in this action, including, without limitation, all claims and causes of action raised by the Representative Plaintiffs or Class Members in the statement of claim herein.

7. **THIS COURT DECLARES** that this Order gives effect to the releases and waivers in favour of the Defendant provided for in the Settlement Agreement.

8. **THIS COURT ORDERS** that the end of the Claim Period is hereby set at November 19, 2018.

9. **THIS COURT ORDERS** that the National portion of Class Counsel Fees and Expenses (excluding Quebec) is hereby approved in the total amount of \$598,074.67.

10. **THIS COURT ORDERS** that the National portion of Individual Class Representative Awards (excluding Quebec) is hereby approved in the total amount of \$12,000.00.

11. **AND THIS COURT FURTHER ORDERS** that no later than 6 months after the time limit where all Class Members were able to obtain Settlement Relief, the Settlement Notice and Claims Administrator shall file a detailed report with the Court outlining the number of Class Members that obtained Settlement Relief under the Settlement Agreement separated by type or category.

12. **AND THIS COURT ORDERS** that there shall be no costs of this motion.

ENTERED AT OTTAWA INSCRIT A OTTAWA
ON/LE SEP 21 2018
DOCUMENT # <u>0411</u>
IN BOOK NO. 73-13
AU REGISTRE NO. 73-13

Calum MacLeod
Mr. Justice Calum 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
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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:

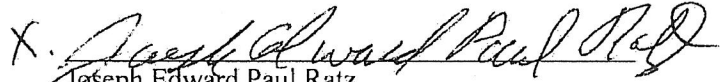
Date:

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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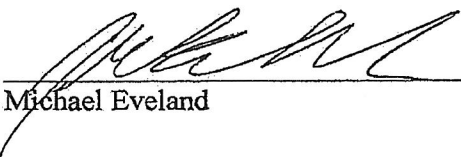
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Date: _____
Thierry Muraton

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Per: _____
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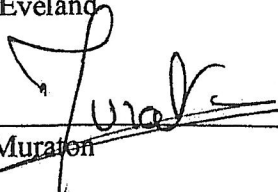
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Date: _____
Joseph Edward Paul Ratz

Date: _____
Michael Eveland

Date: _____

 Thierry Muraton

On Behalf of Class Representatives:

Date: CONSUMER LAW GROUP P.C.

Per: _____
Class Counsel

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Date: _____
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Date: _____
Michael Eveland

Date: _____
Thierry Muraton

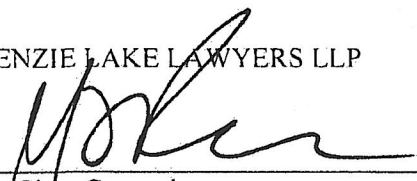
On Behalf of Class Representatives:

Date: May 18, 2018

CONSUMER LAW GROUP P.C.

Per:  _____
Class Counsel

Date: *May 18, 2018*

MCKENZIE LAKE LAWYERS LLP
Per: 
Class Counsel

Date: 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:

Date: TOYOTA CANADA INC.
Name: _____
Title: _____

Date: TORYS LLP
Per: _____
Toyota' Counsel

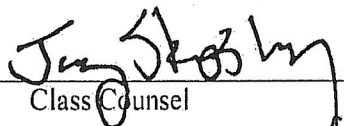
Date:

MCKENZIE LAKE LAWYERS LLP

Per: _____
Class Counsel

Date: May 18, 2018

STROSBERG SASSO SUTTS LLP.

Per:  _____
Class Counsel

Date:

MCPHADDEN SAMAC TUOVILLP

Per: _____
Class Counsel

Date:

LEX GROUP INC

Per: _____
Class Counsel

On Behalf of Toyota:

TOYOTA CANADA INC.

Date:

Name:
Title:

Date:

TORYS LLP

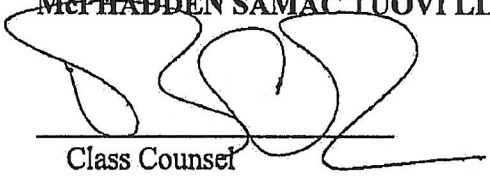
Per: _____
Toyota Counsel

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:

MCPHADDEN 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: 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: Stephen Beatty
Title: Vice President

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:
Title:

Date: TORYS LLP

Per: *Sylvie Nappo*
Toyota' Counsel

**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

Jeff Orenstein
CONSUMER LAW GROUP P.C.
251 Laurier Ave. West, Suite 900
Ottawa, Ontario, K1P 5J6
T: (613) 627-4894
F: (613) 627-4893
E: jorenstein@clg.org

Counsel for the Plaintiffs