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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE TOYOTA MOTOR
CORPORATION SECURITIES
LITIGATION

Master File No. CV 10-922 DSF (AJWx)

**ORDER PRELIMINARILY
APPROVING SETTLEMENT,
CERTIFYING CLASS,
PROVIDING FOR NOTICE AND
SCHEDULING SETTLEMENT
HEARING**

1 WHEREAS, Lead Plaintiff Maryland State Retirement and Pension System
2 (“Lead Plaintiff”), on behalf of itself and the Class (as hereinafter defined), and
3 Defendants Toyota Motor Corporation, Toyota Motor North America, Inc.,
4 Toyota Motor Sales, U.S.A., Inc. (“Toyota”), Katsuaki Watanabe, Fujio Cho,
5 Yoshimi Inaba, James E. Lentz III, Irving A. Miller, Robert S. Carter and Robert
6 C. Daly (the “Individual Defendants” and together with Toyota, the “Defendants”)
7 (collectively, the “Settling Parties”) have entered into a settlement of the claims
8 asserted in the above-captioned action (the “Action”), the terms of which are set
9 forth in the Amended Stipulation of Settlement dated as of December 19, 2012
10 (the “Stipulation” or the “Settlement”), which is subject to review under Rule
11 23(e) of the Federal Rules of Civil Procedure, and which, together with the
12 Exhibits thereto, sets forth the terms and conditions of the proposed Settlement of
13 the claims asserted in the Action with prejudice; and

14 WHEREAS, the Court having read and considered the Stipulation and
15 Exhibits thereto, including the proposed (i) Notice; (ii) Claim Form; (iii)
16 Summary Notice; and (iv) Judgment, and submissions relating thereto, and finding
17 that substantial and sufficient ground exists for entering this Order.

18 NOW, THEREFORE, IT IS HEREBY ORDERED:

19 1. This order (the “Preliminary Approval Order” or “Notice Order”)
20 hereby incorporates by reference the definitions in the Stipulation, and all terms
21 used herein shall have the same meanings as set forth in the Stipulation.

22 2. The Court hereby preliminarily approves the Settlement as being fair,
23 just, reasonable and adequate to the Class, pending a final hearing on the
24 Settlement.

25 3. Pending further order of the Court, all litigation activity, except that
26 contemplated herein, in the Stipulation, in the Notice or in the Judgment, is hereby
27 stayed and all hearings, deadlines and other proceedings in this Action, except the
28 Settlement Hearing, are hereby taken off calendar.

1 **CLASS CERTIFICATION**

2 4. The Court hereby certifies, for settlement purposes only, pursuant to
3 Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, a Class defined
4 as follows:

5 All Persons (other than those Persons who timely and validly request
6 exclusion from the Class) who purchased or otherwise acquired the
7 American Depositary Shares of Toyota Motor Corporation during the
8 period from May 10, 2005, through and including February 2, 2010,
9 excluding the Defendants and their Related Persons.

10 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for
11 the purposes of the Settlement only, Lead Plaintiff is appointed as the Class
12 Representative and Bernstein Litowitz Berger & Grossmann LLP is appointed as
13 Lead Counsel for the Class.

14 6. Lead Counsel has the authority to enter into the Stipulation on behalf
15 of Lead Plaintiff and the Class, and is authorized to act on behalf of Lead Plaintiff
16 and the Class, with respect to all acts or consents required by or that may be given
17 pursuant to the Stipulation, such as other acts that are reasonably necessary to
18 consummate the Settlement.

19 7. The Court approves the firm of Epiq Class Action & Claims
20 Solutions, Inc. (“Claims Administrator”) to supervise and administer the notice
21 procedure, as well as the processing of claims as more fully set forth below:

22 a. No later than January 7, 2013, the Claims Administrator shall
23 cause a copy of the Notice and Proof of Claim, annexed hereto as Exhibits
24 A-1 and A-2, respectively, to be mailed by first-class mail, postage prepaid,
25 to all members of the Class at the address of each such person as set forth in
26 the records of Toyota or its transfer agent or who are identified by further
27 reasonable efforts as set forth in the Stipulation (the “Notice Date”);

28 b. A summary notice (the “Summary Notice”), annexed hereto as
Exhibit A-3, shall be published once in the national edition of *The*

1 *Investor's Business Daily* and over the *PR Newswire* no later than January
2 22, 2013; and

3 c. The Notice, the Summary Notice, and the Claim Form shall
4 also be placed on the Claims Administrator's website, on or before the
5 Notice Date.

6 8. The Court approves the form, substance and requirements of the
7 Notice and Summary Notice (together, the "Notices") and the Claim Form, and
8 finds that the procedures established for publication, mailing and distribution of
9 such Notices substantially in the manner and form set forth in Paragraph 7 of this
10 Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure,
11 Section 21D(a)(7) of the Securities Exchange Act of 1934 (the "Exchange Act"),
12 as amended by the Private Securities Litigation Reform Act of 1995 (the
13 "PSLRA"), 15 U.S.C. § 78u-4(a)(7), the Constitution of the United States, and any
14 other applicable law, and constitute the best notice practicable under the
15 circumstances.

16 9. No later than December 28, 2012, Toyota provided or caused to be
17 provided to the Claims Administrator (at no cost to the Settlement Fund, Lead
18 Counsel or the Claims Administrator) any lists it or its agent(s) has that identify
19 potential Class Members (including names and addresses), in electronic form.

20 10. No later than February 4, 2013, Lead Counsel shall cause to be filed
21 with the Clerk of this Court affidavits or declarations of the person or persons
22 under whose general direction the mailing of the Notice and the publication of the
23 Summary Notice shall have been made, showing that such mailing and publication
24 have been made in accordance with this Order.

25 11. Nominees who purchased or otherwise acquired Toyota Motor
26 Corporation American Depositary Shares ("ADS's") for beneficial owners who
27 are Class Members are directed to: (a) request within fourteen (14) days of receipt
28 of the Notice additional copies of the Notice and the Claim Form from the Claims
 Administrator for such beneficial owners; or (b) send a list of the names and

1 addresses of such beneficial owners to the Claims Administrator within fourteen
2 (14) days after receipt of the Notice. If a nominee elects to send the Notice to
3 beneficial owners, such nominee is directed to mail the Notice within fourteen
4 (14) days of receipt of the additional copies of the Notice from the Claims
5 Administrator, and upon such mailing, the nominee shall send a statement to the
6 Claims Administrator confirming that the mailing was made as directed, and the
7 nominee shall retain the list of names and addresses for use in connection with any
8 possible future notice to the Class. Upon full compliance with this Order,
9 including the timely mailing of Notice to beneficial owners, such nominees may
10 seek reimbursement of their reasonable expenses actually incurred in complying
11 with this Order by providing the Claims Administrator with proper documentation
12 supporting the expenses for which reimbursement is sought and reflecting
13 compliance with these instructions, including timely mailing of the Notice, if the
14 nominee elected or elects to do so. Such properly documented expenses incurred
15 by nominees in compliance with the terms of this Order shall be paid from the
16 Settlement Fund.

17 **HEARING: RIGHT TO BE HEARD**

18 12. The Court will hold a settlement hearing (the “Settlement Hearing”) on
19 March 11, 2013, at 1:30 p.m., in the United States District Court for the Central
20 District of California, Western Division, 255 East Temple Street, Courtroom 840,
21 Los Angeles, California, for the following purposes: (i) to determine whether the
22 Court should grant final certification of the Class solely for purposes of the
23 Settlement; (ii) to determine whether the proposed Settlement is fair, reasonable,
24 adequate and in the best interests of the Class and should be approved by the
25 Court; (iii) to determine whether the Judgment, in the form attached as Exhibit B
26 to the Stipulation, should be entered dismissing and releasing the Released Claims
27 against the Released Persons; (iv) to rule upon the Plan of Allocation; (v) to rule
28 upon Lead Counsel’s application for an award of attorneys’ fees and

1 reimbursement of litigation expenses; and (vi) to consider any other matters that
2 may properly be brought before the Court in connection with the Settlement.

3 13. Papers in support of the Settlement, the Plan of Allocation and Lead
4 Counsel's application for attorneys' fees and reimbursement of litigation expenses
5 shall be filed no later than February 4, 2013. Reply papers shall be filed no later
6 than March 4, 2013.

7 14. Any member of the Class may appear at the Settlement Hearing and
8 show cause why the proposed Settlement embodied in the Stipulation should or
9 should not be approved as fair, reasonable, adequate and in the best interests of the
10 Class, or why the Judgment should or should not be entered thereon, and/or to
11 present opposition to the Plan of Allocation or to the application of Lead Counsel
12 for attorneys' fees and reimbursement of litigation expenses. However, no Class
13 Member or any other person shall be heard or entitled to contest the approval of
14 the terms and conditions of the Settlement, the Judgment, the terms of the Plan of
15 Allocation or the application by Lead Counsel for an award of attorneys' fees and
16 reimbursement of litigation expenses, unless that Class Member or Person (i) has
17 served written objections, by hand or first-class mail, including the basis therefor,
18 as well as copies of any papers and/or briefs in support of his, her or its position
19 upon the following counsel for receipt no later than February 19, 2013:

20
21 **Lead Counsel for the Class:**

22 BERNSTEIN LITOWITZ BERGER
23 & GROSSMANN LLP

24 Blair A. Nicholas
25 Niki L. Mendoza
26 12481 High Bluff Drive, Suite 300
27 San Diego, California 92130-3582
28

1 **Counsel for Defendants:**

2 GIBSON, DUNN & CRUTCHER LLP

3 Kay E. Kochenderfer

4 Gareth Evans

5 333 South Grand Avenue

6 Los Angeles, California 90071

7 and (ii) filed said objections, papers and briefs with the Clerk of the United States
8 District Court for the Central District of California, Western Division. Any
9 objection must include: (a) the full name, address, and phone number of the
10 objecting Class Member; (b) a list of all of the Class Member's Class Period
11 transactions in Toyota ADS's, including dates and prices paid and received, and
12 including brokerage confirmation receipts or other competent documentary
13 evidence of such transactions; (c) a written statement of all grounds for the
14 objection accompanied by any legal support for the objection; (d) copies of any
15 papers, briefs or other documents upon which the objection is based; (e) a list of
16 all persons who will be called to testify in support of the objection; (f) a statement
17 of whether the objector intends to appear at the Settlement Hearing; and (g) a list
18 of other cases in which the objector or the objector's counsel have appeared either
19 as settlement objectors or as counsel for objectors in the preceding five years. If
20 the objector intends to appear at the Settlement Hearing through counsel, the
21 objection must also state the identity of all attorneys who will appear on his, her or
22 its behalf at the Settlement Hearing. Pursuant to the Court's Standing Order For
23 Cases Assigned To Judge Dale S. Fischer, a member of the Class who wishes to
24 object may file an application to file such objection under seal so that, if the
25 application is granted, personal or private information is not made publicly
26 available. An application to file documents under seal must meet the
27 requirements of Local Rule 79-5. Documents that are not confidential or
28 privileged in their entirety should not be filed under seal if the confidential
portions can be redacted and filed separately with a reasonable amount of effort.

1 The objecting Class member should file both a complete version of the objection
2 and supporting documents under seal, and a redacted version for public viewing,
3 omitting only such portions as the Court has ordered may be filed under seal. Any
4 Class Member who does not make his, her or its objection in the manner provided
5 for herein shall be deemed to have waived such objection and shall forever be
6 foreclosed from making any objection to the fairness or adequacy of the
7 Settlement as reflected in the Stipulation, to the Plan of Allocation or to the
8 application by Lead Counsel for an award of attorneys' fees and reimbursement of
9 litigation expenses. The manner in which a notice of objection should be
10 prepared, filed and delivered shall be stated in the Notice. By objecting to the
11 Settlement, the Plan of Allocation and/or the application by Lead Counsel for an
12 award of attorneys' fees and reimbursement of litigation expenses, or otherwise
13 requesting to be heard at the Settlement Hearing, a person or entity shall be
14 deemed to have submitted to the jurisdiction of the Court with respect to the
15 person's or entity's objection or request to be heard and the subject matter of the
16 Settlement.

17 15. If approved, all Class Members will be bound by the proposed
18 Settlement provided for in the Stipulation, and by any judgment or determination
19 of the Court affecting Class Members, regardless of whether or not a Class
20 Member submits a Claim Form.

21 16. Any member of the Class may enter an appearance in the Action, at
22 his, her or its own expense, individually or through counsel of his, her or its own
23 choice. If they do not enter an appearance, they will be represented by Lead
24 Counsel.

25 17. The Court reserves the right to (a) adjourn or continue the Settlement
26 Hearing, or any adjournment or continuance thereof, without further notice to
27 Class Members and (b) approve the Stipulation, the Plan of Allocation, or an
28 award of attorneys' fees and reimbursement of litigation expenses with
modification and without further notice to Class Members. The Court retains

1 jurisdiction of this Action to consider all further applications arising out of or
2 otherwise relating to the proposed Settlement, and as otherwise warranted.

3 18. All Class Members shall be bound by all determinations and
4 judgments in the Action concerning the Settlement, whether favorable or
5 unfavorable to the Class.

6 **CLAIMS PROCESS**

7 19. In order to be entitled to potentially participate in the Settlement, a
8 Class Member must complete and submit a Claim Form in accordance with the
9 instructions contained therein. To be valid and accepted, Claim Forms submitted
10 in connection with this Settlement must be postmarked no later than May 7, 2013.

11 20. Any Class Member who does not timely submit a valid Claim Form
12 shall not be eligible to share in the Settlement Fund, unless otherwise ordered by
13 the Court, but nonetheless shall be barred and enjoined from asserting any of the
14 Released Claims against the Released Persons and shall be bound by any
15 judgment or determination of the Court affecting the Class Members.

16 **REQUEST FOR EXCLUSION FROM THE CLASS**

17 21. Any requests for exclusion must be submitted for receipt no later
18 than February 19, 2013. Any Class Member who wishes to be excluded from the
19 Class must provide (a) the name, address and telephone number of the person or
20 entity requesting exclusion; (b) the person's or entity's transactions in Toyota
21 ADS's during the Class Period, including the dates, the number of Toyota ADS's
22 purchased, acquired and/or sold or disposed of, the date of each purchase,
23 acquisition or sale or disposal and the price paid and/or received; and (c) a
24 statement that the person or entity wishes to be excluded from the Class. The
25 Claims Administrator (or other person designated to receive exclusion requests)
26 shall provide to Lead Counsel and Defendants' counsel copies of any request for
27 exclusion from the Class within three (3) business days of receipt thereof. All
28 persons who submit valid and timely requests for exclusion in the manner set forth
in this paragraph shall have no rights under the Stipulation, shall not share in the

1 distribution of the Net Settlement Fund, and shall not be bound by the Stipulation
2 or any Final Judgment.

3 22. Any member of the Class who does not request exclusion from the
4 Class in the manner stated in this Order shall be deemed to have waived his, her or
5 its right to be excluded from the Class, and shall forever be barred from requesting
6 exclusion from the Class in this or any other proceeding, and shall be bound by
7 the Settlement and the Judgment, including, but not limited to the release of the
8 Released Claims against the Released Persons provided for in the Stipulation and
9 the Judgment, if the Court approves the Settlement.

10 23. The Released Persons shall have no responsibility or liability
11 whatsoever with respect to the Plan of Allocation or Lead Counsel's application
12 for an award of attorneys' fees and reimbursement of litigation expenses. The
13 Plan of Allocation and Lead Counsel's application for an award of attorneys' fees
14 and reimbursement of litigation expenses will be considered separately from the
15 fairness, reasonableness and adequacy of the Settlement. At or after the
16 Settlement Hearing, the Court will determine whether Lead Plaintiff's proposed
17 Plan of Allocation should be approved, and the amount of attorneys' fees and
18 litigation expenses to be awarded. Any appeal from any orders relating to the Plan
19 of Allocation or Lead Counsel's application for an award of attorneys' fees and
20 litigation expenses, or any reversal or modification thereof, shall not operate to
21 terminate or cancel the Settlement, or affect or delay the finality of the Judgment
22 approving the Stipulation and the settlement of the Action set forth therein.

23 24. Only Class Members and Lead Counsel shall have any right to any
24 portion of, or any rights in the distribution of, the Settlement Fund, unless
25 otherwise ordered by the Court or otherwise provided in the Stipulation.

26 25. All funds held by the Escrow Agent shall remain subject to the
27 jurisdiction of the Court until such time as such funds shall be distributed pursuant
28 to the Stipulation and/or further order of the Court.

1 26. As set forth in the Stipulation, pursuant to the terms of the Escrow
2 Agreement between Lead Counsel and the Escrow Agent, Valley National Bank,
3 dated December 17, 2012, the Escrow Agent may pay from the Settlement Fund
4 the costs and expenses reasonably and actually incurred in connection with
5 providing notice to the Class, locating Class Members, soliciting Class claims,
6 assisting with the filing of claims, administering and distributing the Net
7 Settlement Fund to Authorized Claimants, processing Proof of Claim forms, and
8 paying Taxes or Tax Expenses, escrow fees and costs, if any. In the event the
9 Court does not approve the Settlement, or if the Settlement otherwise fails to
10 become effective, neither Lead Plaintiff nor Lead Counsel shall have any
11 obligation to repay any amounts actually and properly incurred or disbursed for
12 such purposes. Such payments, however, will be subject to Court approval and
13 any amounts not approved by the Court must be refunded to the Settlement Fund.

14 27. Neither the Stipulation nor the settlement contained therein, nor any
15 act performed or document executed pursuant to or in furtherance of the
16 Stipulation or the settlement: (a) is or may be deemed to be or may be used as an
17 admission of, or evidence of, the validity or invalidity of any Released Claim or of
18 any wrongdoing or liability of the Defendants and the Released Persons; or (b) is
19 or may be deemed to be or may be used as an admission of, or evidence of, any
20 fault or omission of any of the Defendants and the Released Persons in any civil,
21 criminal or administrative proceeding in any court, administrative agency or other
22 tribunal. Defendants and the Released Persons may file the Stipulation and/or the
23 Judgment in any action that may be brought against them in order to support a
24 defense or counterclaim based on principles of res judicata, collateral estoppel,
25 release, good faith settlement, judgment bar or reduction, or any other theory of
26 claim preclusion or issue preclusion or similar defense or counterclaim.

27 28. Unless otherwise ordered by the Court and as set forth in the
28 Stipulation, there shall be no payment of attorney's fees or expenses, until the
Court has: (1) entered an order awarding attorney's fees expenses; and (2) entered

1 an order granting final approval of the Settlement, both of which orders must have
2 become final and affirmed on appeal or *certiorari* or no longer be subject to review
3 by appeal or *certiorari* and the time for any petition for rehearing, appeal or
4 review, whether by *certiorari* or otherwise, must have expired before any payment
5 of attorney's fees and expenses may be made. Furthermore, unless otherwise
6 ordered by the Court, there shall be no distribution of any of the Net Settlement
7 Fund to any Class Member until a Plan of Allocation is finally approved and is
8 affirmed on appeal or *certiorari* or is no longer subject to review by appeal or
9 *certiorari* and the time for any petition for rehearing, appeal or review, whether by
10 *certiorari* or otherwise, has expired.

11 29. In the event that the Settlement fails to become effective in
12 accordance with its terms, or if the Judgment is not entered or is reversed, vacated
13 or materially modified on appeal (and, in the event of material modification, if any
14 party elects to terminate the Settlement), this Order (except Paragraphs 26 and 28)
15 shall be null and void, the Stipulation (except as otherwise provided therein) shall
16 be deemed terminated, and the parties shall return to their positions without
17 prejudice in any way, as provided for in the Stipulation.

18
19 IT IS SO ORDERED.

20 1/3/13

21 DATED: _____



22
23 _____
24 HONORABLE DALE S. FISCHER
25
26
27
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE TOYOTA MOTOR
CORPORATION SECURITIES
LITIGATION

Master File No. CV 10-922 DSF (AJWx)

**NOTICE OF PENDENCY OF
CLASS ACTION AND
PROPOSED SETTLEMENT,
SETTLEMENT HEARING, AND
MOTION FOR ATTORNEYS'
FEES AND REIMBURSEMENT
OF LITIGATION EXPENSES**

EXHIBIT A-1

Courtroom: 840

Judge: Dale S. Fischer

A Federal Court authorized this Notice.

This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by a class action lawsuit pending in this Court (the “Action” or “Litigation”) if, during the period between May 10, 2005, and February 2, 2010, inclusive, you purchased or otherwise acquired the American Depositary Shares (“ADS’s”) of Toyota Motor Corporation.

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff, Maryland State Retirement and Pension System (“Lead Plaintiff”), on behalf of the Class (as defined in ¶1 below), has reached a proposed settlement of the Action for a total of \$25.5 million in cash that will resolve all claims in the Action (the “Settlement”).

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. Your legal rights will be affected whether or not you act. Please read this Notice carefully and in its entirety!

1. **Description of the Litigation and Class:** This Notice relates to the pendency and proposed settlement of a class action lawsuit against Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc. (“Toyota”); and Katsuaki Watanabe, Fujio Cho, Yoshimi Inaba, James E. Lentz III, Irving A. Miller, Robert S. Carter and Robert C. Daly (collectively, the “Individual Defendants”). Toyota and the Individual Defendants are collectively referred to as the “Defendants.” Defendants and Lead Plaintiff are collectively referred to as the “Settling Parties.” The proposed Settlement, if approved by the Court, will settle certain claims of all persons and entities who purchased or otherwise acquired Toyota Motor Corporation ADS’s (“Toyota ADS’s”) between May 10, 2005, and February 2, 2010, inclusive (the “Class Period”) (the “Class”). For clarification, in order to be Class Member, you must have purchased Toyota

ADS's, CUSIP 892331307, during the Class Period. Purchases of Toyota common stock are not included in the Class definition.

2. **Statement of Class' Recovery:** Subject to Court approval and, as described more fully below, Lead Plaintiff, on behalf of the Class, has agreed to settle all claims related to the purchase or other acquisition of Toyota ADS's that were or could have been asserted against Defendants and their Related Persons (as defined in ¶44 below) in the Action in exchange for a settlement payment of \$25.5 million to be deposited into an interest-bearing escrow account (the "Settlement Fund"). The designated escrow agent is Valley National Bank. The Net Settlement Fund (the Settlement Fund less taxes, notice and administration costs, and attorneys' fees and certain litigation expenses awarded to Lead Counsel) will be distributed in accordance with a plan of allocation (the "Plan of Allocation") that will be approved by the Court and will determine how the Net Settlement Fund shall be allocated to the members of the Class. The proposed Plan of Allocation is included in this Notice, and may be modified by the Court without further notice.

3. **Statement of Average Amount of Recovery Per ADS:** The Settlement Fund consists of \$25.5 million plus interest earned. Your recovery will depend on the number of Toyota ADS's you purchased or otherwise acquired, and the timing of those transactions. It will also depend on the number of valid claim forms that members of the Class submit and the amount of such claims. Assuming that all of the investors who purchased or otherwise acquired Toyota ADS's during the Class Period and were damaged thereby participate in the Settlement, Lead Counsel estimates that the estimated average distribution will be approximately \$0.77 per damaged Toyota ADS before the deduction of Court-approved fees and litigation expenses, as described below, and the cost of notice and claims administration. Historically, less than all eligible investors submit claims, resulting in higher average distributions per security.

4. **Statement of the Parties' Position on Damages:** Defendants deny all claims of wrongdoing, deny that they are liable to Lead Plaintiff and/or the Class, and deny that Lead Plaintiff or other members of the Class suffered any injury. Moreover, the parties do not agree on the amount of recoverable damages or on the average amount of damages per security that would be recoverable if Lead Plaintiff were to prevail on each of the claims in this Litigation. The issues on which the parties disagree include, but are not limited to: (1) whether the statements made or facts allegedly omitted were material, false or misleading, or whether Defendants would be liable under the securities laws for the statements or alleged omissions; (2) the amount by which the prices of Toyota ADS's were allegedly inflated (if at all) during the Class Period; and (3) the effect of various market forces influencing the trading prices of Toyota ADS's at various times during the Class Period.

5. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 12% of the Settlement Fund net of Court-approved litigation expenses, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of certain litigation expenses paid or incurred by Plaintiffs' Counsel in connection with the prosecution and resolution of the Action in an amount not to exceed \$2,000,000 plus interest earned at the same rate and for the same period as earned by the Settlement Fund. The request for litigation expenses may include a request for reimbursement of the costs and expenses of Plaintiffs in accordance with 15 U.S.C. § 78u-4(a)(4). Assuming that all of the investors who purchased or otherwise acquired Toyota ADS's during the Class Period and were damaged thereby participate in the Settlement, and if the Court approves Lead Counsel's fee and expense application, Lead Counsel estimates that the average attorneys' fees and expenses per damaged Toyota ADS

will be approximately \$0.15. Accordingly, if the Court approves Lead Counsel's fee and expense application in its entirety, the estimated average recovery per damaged Toyota ADS of \$0.77 as stated in paragraph 3 above will be reduced to \$0.62.

6. **Identification of Attorney Representatives:** Lead Plaintiff and the Class are being represented by Blair A. Nicholas, Esq. of Bernstein Litowitz Berger & Grossmann LLP, the Court-appointed Lead Counsel. Any questions regarding the Settlement should be directed to Mr. Nicholas at Bernstein Litowitz Berger & Grossmann LLP, 12481 High Bluff Drive, Suite 300, San Diego, CA 92130-3582, (866) 648-2524, blbg@blbglaw.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
REMAIN A MEMBER OF THE CLASS	This is the only way to receive a payment. If you wish to obtain a payment as a member of the Class, you will need to file a claim form (the "Claim Form"), which is included with this Notice, postmarked no later than May 7, 2013.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 19, 2013.	Receive no payment. This is the only option that allows you to ever be part of any other lawsuit against any of Defendants or the other Released Persons concerning the Released Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING WRITTEN OBJECTIONS SO THAT THEY ARE RECEIVED NO LATER THAN FEBRUARY 19, 2013.	Write to the Court and explain why you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of expenses. You cannot object to the Settlement unless you are a member of the Class and do not validly exclude yourself.

<p>GO TO THE HEARING ON MARCH 11, 2013, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 19, 2013.</p>	<p>Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of expenses.</p>
<p>DO NOTHING</p>	<p>Receive no payment, remain a Class Member, give up your rights and be bound by the Final Order and Judgment entered by the Court if it approves the Settlement, including the Release of the Released Claims.</p>

WHAT THIS NOTICE CONTAINS

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Can I See The Court File? Page ____

Whom Should I Contact If I Have Questions? Page ____

WHY DID I GET THIS NOTICE?

1. This Notice is being sent to you pursuant to an Order of the United States District Court for the Central District of California (the "Court") because you or someone in your family may have purchased or otherwise acquired Toyota ADS's during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed settlement of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, a claims administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

2. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. In this Action, the Court has appointed Maryland State Retirement and Pension System as Lead Plaintiff under a federal law governing lawsuits such as this one, and approved Lead Plaintiff's selection of the law firm of Bernstein Litowitz Berger & Grossmann LLP as lead counsel ("Lead Counsel") to serve as Lead Counsel in the Action. Lead Plaintiff is the Class Representative. "Plaintiffs" includes the Lead Plaintiff and additional plaintiffs Fresno County Employees' Retirement Association and Robert M. Moss. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves

from the class. (For more information on excluding yourself from the Class, please read “What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?” located below.)

3. The Court in charge of this case is the United States District Court for the Central District of California, Western Division, and the case is known as *In re Toyota Motor Corporation Securities Litigation*. The Judge presiding over this case is the Honorable Dale S. Fischer, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the plaintiff is referred to as Lead Plaintiff, on behalf of itself and the Class, and Defendants are Toyota and the Individual Defendants.

4. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Class if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Settlement, the fairness and reasonableness of the proposed Plan of Allocation, and the application by Lead Counsel for attorneys’ fees and reimbursement of expenses (the “Settlement Hearing”).

5. The Settlement Hearing will be held on March 11, 2013, at 1:30 p.m., before the Honorable Dale S. Fischer, at the United States District Court for the Central District of California, Western Division, 255 East Temple Street, Courtroom 840, Los Angeles, California to determine:

- whether the Court should grant final certification of the Class solely for purposes of the Settlement;
- whether the proposed Settlement is fair, reasonable, adequate and in the best interests of the Class and should be approved by the Court;

- whether the Released Claims against Defendants and the other Released Persons should be dismissed with prejudice and fully and finally released by Lead Plaintiff and the Class as set forth in the Amended Stipulation of Settlement entered into by the Settling Parties as of December 19, 2012 (the “Stipulation”);
- whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court;
- whether Lead Counsel’s request for an award of attorneys’ fees and reimbursement of certain litigation expenses should be approved by the Court; and
- any other matters that may be timely brought before the Court.

6. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants (defined below) will be made after any appeals are resolved, and after the completion of all claims processing. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?
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7. On or after February 8, 2010, the following seven putative class action cases were filed in the United States District Court for the Central District of California: (1) *Harry Stackhouse v. Toyota Motor Corporation, et al.*, 10-CV-922 DSF (AJWx); (2) *Tom Mustric v. Toyota Motor Corporation, et al.*, 10-CV-1429 DSF (AJWx); (3) *Kathryn A. Squires v. Toyota Motor Corporation, et al.*, 10-CV_1452 DSF (AJWx); (4) *Robert M. Moss v. Toyota Motor Corporation, et al.*, 10-CV-1911 DSF (AFWx); (5) *Phillip Gelenberg v. Toyota Motor Corporation, et al.*, 10-CV-2196 DSF (AJWx); (6) *Patricia Sampoli v. Toyota Motor Corporation, et al.*, 10-CV-2253 DSF (AJWx); and (7) *Harel Pia Mutual Fund v. Toyota Motor*

Corporation, et al., 10-CV-2578 DSF (AJWx)¹. On June 7, 2010, the Court ordered these cases consolidated, and on August 2, 2010, the Court appointed Maryland State Retirement and Pension System as Lead Plaintiff, the law firm of Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel for the putative class, and the law firm of Fairbank & Vincent as Liaison Counsel for the putative class.

8. On October 4, 2010, Lead Plaintiff filed a Consolidated Class Action Complaint (the “Complaint”) alleging claims on behalf of a class of purchasers of Toyota Motor Corporation American Depositary Shares between May 10, 2005, and February 2, 2010, inclusive, and all persons and entities who purchased or otherwise acquired Toyota common stock during the Class Period. The claims asserted included claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and claims under Japanese law based on the allegations that Defendants concealed unintended acceleration problems affecting Toyota Vehicles.

9. On January 20, 2011, Defendants moved to dismiss the Complaint. On March 31, 2011, Lead Plaintiff filed their opposition to the motion to dismiss, and on April 20, 2011, Defendants filed their reply in further support of their motion to dismiss.

10. On July 7, 2011, the Court granted in part and denied in part Defendants’ motion to dismiss the Complaint. Specifically, the Court partially sustained the Complaint’s claims under the federal securities laws, but dismissed the claim under Japanese law.

11. On September 9, 2011, Defendants filed their Answer to the Complaint.

12. On December 9, 2011, Defendants moved for partial judgment on the pleadings, requesting the Court to dismiss all claims based on three of the

¹ On July 10, 2010, Plaintiff Harel Pia Mutual Fund filed a Notice of Voluntary Dismissal in Case No. 10-CV-2578 DSF (AJWx) (ECF No. 24).

remaining seven allegedly false or misleading statements at issue in the Complaint. On January 23, 2012, Lead Plaintiff filed their opposition to the motion for partial judgment on the pleadings and Defendants filed their reply in further support of their motion on February 13, 2012.

13. On February 21, 2012, the Court issued the memorandum and order denying Defendants' motion for partial judgment on the pleadings.

14. On February 17, 2012, Lead Plaintiff filed a motion for class certification seeking certification of a class of all persons and entities that purchased or otherwise acquired Toyota ADS's between April 7, 2008, and February 2, 2010, inclusive, and who, upon disclosure of certain facts, were allegedly injured thereby. Lead Plaintiff did not seek certification of a class of persons that purchased the common stock of Toyota Motor Corporation. On May 8, 2012, Defendants filed their opposition to Lead Plaintiff's certification motion and a motion to exclude the expert report of Lead Plaintiff's expert. On August 2, 2012, Lead Plaintiff filed a reply in further support of its certification motion, and an opposition to the motion to exclude Lead Plaintiff's expert. On August 9, 2012, Lead Plaintiff filed a motion to exclude the expert report of Defendants' expert. On August 30, 2012, Defendants filed a reply in support of their motion to exclude the expert report of Lead Plaintiff's expert, and on September 6, 2012, Defendants filed an opposition to Lead Plaintiff's motion to exclude the expert report of Defendants' expert. On September 27, 2012, Lead Plaintiff filed a reply in support of its motion to exclude the expert report of Defendants' expert. The motions were briefed and under submission when the agreement in principle to settle was reached.

15. Prior to reaching an agreement to settle, the parties had conducted extensive litigation of the case, including, among other things, taking ten depositions (including of the parties' respective experts), and the production of over 6 million pages of documents.

16. On October 5, 2012, the Parties filed a joint stipulation continuing various hearing dates and staying discovery on the grounds that the Parties were engaged in settlement discussions that they believed would lead to a settlement, subject to board approvals. On October 10, 2012, the Court entered an Order approving the stipulation that continued the hearings to December 3, 2012, and stayed discovery pending further order of the Court.

17. On or before November 16, 2012, the Parties submitted the proposed Settlement to the Court, along with Lead Plaintiff's motion for preliminary approval of the Settlement. On or about January 3, 2013, the Court preliminarily approved the Settlement, preliminarily certified the Class, authorized this Notice to be sent to potential members of the Class, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

18. If you are a member of the Class, you are subject to the Settlement unless you timely and validly request to be excluded. The Class consists of all persons or entities that purchased or otherwise acquired Toyota ADS's between May 10, 2005, and February 2, 2010, inclusive. Excluded from the Class are Defendants and their Related Persons (defined below). Also excluded from the Class are any persons who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in this Notice (*see* "What If I Do Not Want To Participate In The Class And The Settlement? How Do I Exclude Myself?" below).

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ELIGIBLE TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO POTENTIALLY PARTICIPATE IN THE SETTLEMENT, YOU MUST

SUBMIT THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN MAY 7, 2013.

WHAT ARE THE SETTLING PARTIES' REASONS FOR THE SETTLEMENT?

19. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability for allegations of fraud. Lead Plaintiff and Lead Counsel have considered the uncertain outcome and trial and appellate risk in complex lawsuits like this one.

20. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a substantial benefit now, namely \$25.5 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims would result in a similar, smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

21. Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, among other things, the allegations that Lead Plaintiff or the Class have suffered any damage, or that Lead Plaintiff or the Class were harmed by the conduct alleged in the Complaint. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in a complex case such as this.

Nonetheless, Defendants have concluded that further conduct of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. The Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendants with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have or could have asserted. Defendants expressly deny that Lead Plaintiff has asserted a valid claim and denies any and all allegations of fault, liability, wrongdoing or damages whatsoever.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

22. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims, neither Lead Plaintiff nor the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW MUCH WILL MY PAYMENT BE?

I. THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS

23. The \$25.5 million total settlement amount, and the interest earned thereon, shall be the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, fees and expenses (the “Net Settlement Fund”), shall be distributed to Claimants who submit timely and valid Claim Forms that are approved by payment by the Court (“Authorized Claimants”) under the Plan of Allocation described below, or as otherwise ordered by the Court.

24. Each Authorized Claimant’s share of the Net Settlement Fund will depend on the total number of Toyota ADS’s represented by the valid Claim Forms

submitted to the Claims Administrator, and the aggregate amount of those claims relative to the Net Settlement Fund. Each Authorized Claimant's share of the Net Settlement Fund will also depend on how many Toyota ADS's the Claimant purchased or acquired during the Class Period, and when the Claimant purchased or acquired and sold or disposed of them. A payment to any Authorized Claimant that would amount to less than \$10.00 in total will not be included in the distribution of the Net Settlement Fund, and no payment to these members of the Class will be made.

25. For purposes of determining the amount a Claimant may recover under the Plan of Allocation, Lead Counsel conferred with a damages consultant. The objective of the Plan of Allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws as opposed to losses caused by market or industry factors or Company-specific factors unrelated to the alleged violations of law. The Plan of Allocation reflects Lead Plaintiffs' damages consultant's analysis undertaken to that end, including a review of publicly available information regarding Toyota and statistical analyses of the price movements of Toyota ADS's and the price performance of relevant market and industry indices during the Class Period. The Plan of Allocation, however, is not a formal damage analysis.

26. The Plan of Allocation, subject to Court approval or modification without further notice to the Class, is as follows:

- (a) To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's "Recognized Claim" (as defined below). If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the Recognized Claim of each Authorized Claimant, then each Authorized Claimant shall

be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Claim bears to the total of the Recognized Claims of all Authorized Claimants ("pro rata share"), subject to the \$10.00 minimum payment threshold. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Authorized Claimants entitled to receive payment. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

- (b) To calculate a "Recognized Loss Amount," "Class Period Sales"² must be matched against purchases during the Class Period. To do so, Class Period Sales of Toyota ADS's will be first matched with any pre-Class Period holdings and then matched with purchases during the Class Period in chronological order ("FIFO Matching").³ Class Period Sales matched to pre-Class Period purchases shall have no loss or gain for the purpose of calculating a Recognized Loss Amount. Any person or entity that sold Toyota ADS's "short" shall have no Recognized Loss Amount with respect to any purchase during the Class Period to cover said short sale, and such

² "Class Period Sales" include all sales during the Class Period and through May 4, 2010, the end of the 90-day look-back period. The Class Period Sales that match with purchases during the Class Period are the "Matched Sales." The Class Period purchases that match with Class Period Sales are the "Matched Purchases." The Class Period purchases that do not match with Class Period Sales are the "Held Purchases."

³ Class Period Sales that do not match with pre-Class Period holdings or Class Period purchases will not be used in calculating any Recognized Loss Amount.

purchases must be identified as short sales or purchases to cover short sales in Claimants' Proof of Claim forms. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Toyota ADS's. The date of a "short sale" is deemed to be the date of sale or disposition of Toyota ADS's. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a Claimant has an opening short position in Toyota ADS's, the earliest Class Period purchases shall be matched against such an opening short position, and not be entitled to a recovery, until that short position is fully covered.

- (c) The price per ADS, purchased or sold, shall be exclusive of all commissions, taxes and fees. The purchase or sale date of any Toyota ADS is the trade date, not the settlement date.
- (d) Each Claimant's "Recognized Claim" shall be the sum of the Claimant's Recognized Loss Amounts on all transactions in Toyota ADS's during the Class Period. If the Claimant had an "overall market gain" with respect to his, her or its overall transactions in Toyota ADS's during the Class Period, then the value of the Claimant's Recognized Claim shall be zero. To the extent that a Claimant suffered an "overall market loss" with respect to his, her, or its overall transactions in Toyota ADS's during the Class Period, but that market loss was less than the Recognized Claim, then the Claimant's Recognized Claim shall be limited to the amount of the actual market loss. For purposes of determining whether a Claimant had a "market gain" with respect to his, her or its overall transactions in Toyota ADS's during the Class Period or suffered a "market

loss,” the Claims Administrator shall calculate (i) the Claimant’s Total Purchase Amount⁴ and subtract from that amount (ii) the sum of the Claimant’s Sales Proceeds⁵ and Holding Value.⁶ This amount will be deemed a Claimant’s market gain (if a negative number) or market loss (if a positive number) with respect to his, her or its overall transactions in Toyota ADS’s during the Class Period.

27. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

28. The Plan of Allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the cash in the Net Settlement Fund to Authorized Claimants. Recognized Loss Amounts are

⁴ The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for all Toyota ADS’s purchased or acquired during the Class Period.

⁵ The Claims Administrator shall match any sales of Toyota ADS’s during the Class Period and through May 4, 2010, the end of the 90-day look-back period, first against the Claimant’s opening position in the security (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received for sales of the remaining Toyota ADS’s sold during the Class Period and through May 4, 2010 is the “Sales Proceeds.”

⁶ The Claims Administrator shall ascribe a value of \$75.51 per share (the average closing price of the ADS between February 3, 2010 and May 4, 2010, as shown at the end of Table A attached hereto) for Toyota ADS’s purchased or acquired during the Class Period and still held as of the close of business on May 4, 2010 (the “Holding Value”).

based on the level of alleged artificial inflation in the price of Toyota's ADS's at the time of purchase or acquisition. For losses to be compensable damages under the federal securities laws, however, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the ADS. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts from May 10, 2005 through and including February 2, 2010. It is alleged that corrective disclosures that removed the alleged artificial inflation from the prices of Toyota ADS occurred on January 27, 2010, February 2, 2010 and February 3, 2010. Accordingly, in order to have a compensable loss:

- (a) ADS's purchased or otherwise acquired from May 10, 2005 through January 26, 2010, inclusive, must have been held until at least the beginning of trading on January 27, 2010, the day of the first corrective disclosure;
- (b) ADS's purchased or otherwise acquired from January 27, 2010, through February 1, 2010, inclusive, must have been held until at least the beginning of trading on February 2, 2010, the day of the second corrective disclosure; and
- (c) ADS's purchased or otherwise acquired on February 2, 2010 must have been held until at least the beginning of trading on February 3, 2010, the day of the last corrective disclosure.

29. To the extent a transaction does not satisfy the conditions set forth in the preceding paragraph, the Claimant's Recognized Loss Amount for those transactions will be zero.

CALCULATION OF SPECIFIC LOSS AMOUNTS

30. Based on the formulas set forth below, a Recognized Loss Amount shall be calculated for each Class Period purchase or acquisition of Toyota ADS's listed in the Proof of Claim form and for which adequate documentation is

provided. If a Recognized Loss Amount results in a negative number, that Recognized Loss Amount shall be zero.

31. For each Toyota ADS purchased or acquired between May 10, 2005, and January 26, 2010, inclusive, and:

- (a) Sold prior to January 27, 2010, the Recognized Loss Amount is \$0.00.
- (b) Sold on January 27, 2010, January 28, 2010, January 29, 2010, or February 1, 2010, the Recognized Loss Amount shall be *the lesser of* (i) \$6.64; or (ii) the purchase/acquisition price **minus** the sale price.
- (c) Sold on February 2, 2010, the Recognized Loss Amount shall be *the lesser of* (i) \$9.67; or (ii) the purchase/acquisition price **minus** the sale price.
- (d) Sold from February 3, 2010, through the close of trading on May 4, 2010, the Recognized Loss Amount is *the least of* (i) \$14.46; (ii) the purchase/acquisition price **minus** the sale price; or (iii) the purchase price **minus** the average closing price of the ADS between February 3, 2010, and the date of sale as shown in Table A.
- (e) Held as of the close of trading on May 4, 2010, the Recognized Loss Amount is the *lesser of* (i) \$14.46; or (ii) the purchase/acquisition price **minus** \$75.51, which is the average closing price of the ADS between February 3, 2010 and May 4, 2010, as shown at the end of Table A.

32. For each Toyota ADS purchased or acquired on January 27, 2010, January 28, 2010, January 29, 2010, or February 1, 2010, and:

- (a) Sold prior to February 2, 2010, the Recognized Loss Amount is \$0.00.

- (b) Sold on February 2, 2010, the Recognized Loss Amount shall be *the lesser of* (i) \$3.03; or (ii) the purchase/acquisition price **minus** the sale price.
- (c) Sold from February 3, 2010, through the close of trading on May 4, 2010, the Recognized Loss Amount is *the least of* (i) \$7.82; (ii) the purchase/acquisition price **minus** the sale price; or (iii) the purchase price **minus** the average closing price of the ADS between February 3, 2010, and the date of sale as shown in Table A.
- (d) Held as of the close of trading on May 4, 2010, the Recognized Loss Amount is the *lesser of* (i) \$7.82; or (ii) the purchase/acquisition price **minus** \$75.51, which is the average closing price of the ADS between February 3, 2010 and May 4, 2010, as shown at the end of Table A.

33. For each Toyota ADS purchased or acquired on February 2, 2010, and:

- (a) Sold on February 2, 2010, the Recognized Loss Amount is \$0.00.
- (b) Sold from February 3, 2010, through the close of trading on May 4, 2010, the Recognized Loss Amount is *the least of* (i) \$4.79; (ii) the purchase/acquisition price **minus** the sale price; or (iii) the purchase price **minus** the average closing price of the ADS between February 3, 2010, and the date of sale as shown in Table A.
- (c) Held as of the close of trading on May 4, 2010, the Recognized Loss Amount is the lesser of (i) \$4.79; or (ii) the purchase/acquisition price minus \$75.51, which is the average

closing price of the ADS between February 3, 2010 and May 4, 2010, as shown at the end of Table A.

34. For each Toyota ADS purchased or acquired on or after February 3, 2010 the Recognized Loss Amount is \$0.00.

II. DISTRIBUTION OF THE NET SETTLEMENT FUND

35. The “Recognized Loss Amount” will be used for calculating the relative amount of participation by Authorized Claimants in the Net Settlement Fund and does not reflect the actual amount an Authorized Claimant can expect to recover from the Net Settlement Fund. The combined Recognized Loss Amounts of all Authorized Claimants may be greater than the Net Settlement Fund. In such event, subject to the \$10.00 minimum payment requirement discussed above, each Authorized Claimant shall receive his, her or its *pro rata* share of the Net Settlement Fund, which shall be his, her or its Total Recognized Claim divided by the total of all Total Recognized Claims to be paid, multiplied by the total amount in the Net Settlement Fund.

36. Payment pursuant to the Plan of Allocation shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Counsel, Lead Plaintiff, the Claims Administrator, Defendants and their Related Persons (defined below), or any Person designated by Lead Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court. All members of the Class who fail to timely submit a Claim Form within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlement, but will in all other respects be subject to and bound by the terms of the Settlement, including the Release of the Released Claims against the Released Persons.

37. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any member of the Class.

38. The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiff and Lead Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify it without further notice to the Class.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

39. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice certain claims asserted against Defendants in the Action and will provide that Lead Plaintiff and all other members of the Class shall be deemed to have – and by operation of the Judgment shall have – fully, finally, and forever released, relinquished, discharged and dismissed each and every one of the Released Claims (as defined in ¶41 below) against each and every one of the Released Persons (as defined in ¶42 below), whether or not such Class Member executes and delivers the Proof of Claim, and whether or not such Class Member shares in the Settlement Fund.

40. “Immediate Family” means an individual’s spouse, parents, siblings, children, grandparents, grandchildren; the spouses of his or her parents, siblings and children; and the parents and siblings of his or her spouse, and includes step and adoptive relationships.

41. “Released Claims” means any and all claims (including “Unknown Claims” as defined below), debts, demands, controversies, obligations, losses, rights, liabilities and/or causes of action of any kind or nature whatsoever—including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever—whether based on federal, state, local, foreign, statutory or common law or regulation, class or individual in nature, known or

unknown, fixed or contingent, suspected or unsuspected, concealed or hidden, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, and that either were asserted or could have been asserted, that relate to the purchase or acquisition of the American Depository Shares of Toyota Motor Corporation by the respective Class Member during the Class Period and (i) have been asserted in this Litigation by the Class Members or any of them against any of the Released Persons (as defined below), or (ii) could have been asserted in the Litigation or any other forum by the Class Members or any of them against any of the Released Persons, which arise out of or are based upon or related in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Litigation, including, but not limited to, statements or alleged omissions relating to unintended acceleration in Toyota vehicles (including Toyota, Lexus and Scion brand vehicles), recalls of Toyota vehicles (including Toyota, Lexus and Scion brand vehicles), the quality of Toyota vehicles (including Toyota, Lexus and Scion brand vehicles) and/or Toyota's financial results. For clarification, Released Claims do not include claims that relate to the purchase or acquisition of Toyota common stock (except to the extent that Toyota ADS's represent underlying Toyota common stock, in which case claims relating to the purchase of Toyota ADS's during the Class Period are included in the Released Claims), or claims based upon, relating to or arising out of the interpretation or enforcement of the terms of the Settlement.

42. "Released Persons" means each and all of the Defendants and their Related Persons.

43. "Unknown Claims" means any Released Claims that any Lead Plaintiff or any Class Member does not know or does not suspect to exist in his, her, or its favor at the time of the release of the Released Persons, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision(s) with respect

to the settlement. Upon the effective date of the Settlement, when the Judgment has become final, Lead Plaintiff shall have expressly waived and relinquished, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished the provisions, rights, and benefits conferred by California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Additionally, Lead Plaintiff shall have expressly waived and relinquished, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or any foreign state or territory, or any principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Released Claims, but Lead Plaintiff upon the effective date of the Settlement shall have expressly, fully, finally and forever settled and released and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of Judgment shall have, fully, finally, and forever settled and released any and all Released Claims against all Released Persons, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a

breach of any duty, law, regulation or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver of “Unknown Claims” (and inclusion of “Unknown Claims” in the definition of “Released Claims”) was separately bargained for and is a key element of the settlement of which this release is a part.

44. “Related Persons” means each of a Defendant’s past or present directors, officers, managers, employees, partners, members, principals, agents, underwriters, insurers and co-insurers and their reinsurers, controlling shareholders, attorneys, accountants or auditors, personal or legal representatives, predecessors, successors (including by way of merger, consolidation, or other acquisition of controlling interest), parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, executors, estates, administrators, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of any Individual Defendant’s Immediate Family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant’s family, in their respective capacities as such.

45. The Judgment also will provide that Defendants and each of the other Released Persons, shall be deemed by operation of the Judgment to have fully, finally, and forever released, relinquished, and discharged Lead Plaintiff, each and all of the Class Members, Lead Counsel, Liaison Counsel and Plaintiffs’ Counsel from all claims (including Unknown Claims), debts, demands, controversies, obligations, losses, rights, liabilities and/or causes of action of any kind or nature whatsoever—including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise) injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs, expenses, or any other form of

legal or equitable relief whatsoever—whether based on federal, state, local, foreign, statutory or common law or regulation, class or individual in nature, known or unknown, fixed or contingent, suspected or unsuspected, concealed or hidden, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims, provided that claims based upon, relating to or arising out of the interpretation or enforcement of the terms of the Settlement are not released.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

46. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Class, nor has Lead Counsel been reimbursed for its out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel intends to apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 12% of the Settlement Fund net of Court-approved litigation expenses, plus interest at the same rate and for the same time period as earned by the Settlement Fund. At the same time, Lead Counsel also intends to apply for the reimbursement of certain litigation expenses paid or incurred by Plaintiffs' Counsel in an amount not to exceed \$2,000,000 plus interest at the same rate and for the same time period as earned by the Settlement Fund. The request for reimbursement of expenses may include reimbursement of the expenses of Plaintiffs in accordance with 15 U.S.C. § 78u-4(a)(4). The sums approved by the Court will be paid from the Settlement Fund. Members of the Class are not personally liable for the payment of these sums.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

47. If you purchased or otherwise acquired Toyota ADS's between May 10, 2005, and February 2, 2010, inclusive, and you are not excluded by the

definition of the Class, and you do not elect to exclude yourself from the Class, then you are a member of the Class and you will be bound by the proposed Settlement if the Court approves it, and you will be bound by any judgment or determination of the Court affecting the Class. If you are a member of the Class, and you wish to be potentially eligible to receive a payment from the Net Settlement Fund, you must submit a Claim Form and supporting documentation to establish your entitlement to share in the Net Settlement Fund. A Claim Form is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to request that a Claim Form be mailed to you. The website is www.ToyotaADSLitigation.com. You may also request a Claim Form by calling toll-free 877-868-0240 or emailing info@ToyotaADSLitigation.com. Copies of the Claim Form can also be downloaded from Lead Counsel's website at www.blbglaw.com. Those who exclude themselves from the Class, and those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be eligible to share in the Settlement. Please retain all records of your ownership of, or transactions in Toyota ADS's, as they may be needed to document your claim.

48. As a Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

49. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Part Of The Class And The Settlement? How Do I Exclude Myself?" below.

50. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of litigation expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" below.

**WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT?
HOW DO I EXCLUDE MYSELF?**

51. Each Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Settlement, whether favorable or unfavorable, unless such person or entity mails, by first-class mail (or its equivalent outside the United States), or otherwise delivers a written request for exclusion from the Class, addressed to In re Toyota Motor Corporation Securities Litigation, Claims Administrator, P.O. Box 5110, Portland, OR 97208-5110. The exclusion request must be *received* no later than February 19, 2013. You will not be able to exclude yourself from the Class after that date. Each Request for Exclusion must provide: (a) the name, address and telephone number of the person or entity requesting exclusion; (b) the person's or entity's transactions in Toyota ADS's during the Class Period, including the dates, the number of Toyota ADS's purchased or acquired, the date of each purchase, acquisition or sale and the price paid and/or received; and (c) a statement that the person or entity wishes to be excluded from the Class. Requests for exclusion will not be valid if they are not received within the time stated above, unless the Court otherwise determines. Keep a copy of everything you mail, in case something is lost during shipping or processing.

52. If you do not want to be part of the Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration or other proceeding concerning any of the Released Claims.

53. If a person or entity requests to be excluded from the Class, that person or entity will not receive any benefit provided for in the Settlement.

54. Toyota shall have the option to terminate the settlement in the event that Persons who would otherwise be Class Members who purchased in the aggregate more than a certain number of Toyota ADS's during the Class Period choose to exclude themselves from the Class, as set forth in a separate agreement (the "Supplemental Agreement") executed between Lead Counsel and Defendants' counsel.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

55. If you do not wish to object in person to the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and reimbursement of litigation expenses, you do not need to attend the Settlement Hearing. You can object to or participate in the Settlement without attending the Settlement Hearing.

56. The Settlement Hearing will be held on March 11, 2013, at 1:30 p.m. before the Honorable Dale S. Fischer, at the United States District Court for the Central District of California, Western Division, 255 East Temple Street, Courtroom 840, Los Angeles, California. The Court reserves the right to approve the Settlement, the Plan of Allocation or the request for attorneys' fees and reimbursement of litigation expenses at or after the Settlement Hearing without further notice to the members of the Class.

57. Any member of the Class who does not request exclusion from the Class in the manner set forth in ¶51 above may object to the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and reimbursement of litigation expenses. Objections or oppositions must be in

writing. You must file any written objection or opposition, together with copies of all other papers (including proof of all purchases or other acquisitions of Toyota ADS's during the Class Period) and briefs, with the Clerk's Office at the United States District Court for the Central District of California, Western Division, at the address set forth below on or before February 19, 2013. Pursuant to the Court's Standing Order For Cases Assigned To Judge Dale S. Fischer, a member of the Class who wishes to object may file an application to file such objection under seal so that personal or private information is not made publicly available. An application to file documents under seal must meet the requirements of Local Rule 79-5. Documents that are not confidential or privileged in their entirety should not be filed under seal if the confidential portions can be redacted and filed separately with a reasonable amount of effort. The objecting Class member should file both a complete version of the objection and supporting documents under seal, and a redacted version for public viewing, omitting only such portions as the Court has ordered may be filed under seal. You must also serve the papers on Lead Counsel for the Class and counsel for Defendants by hand or first-class mail, at the addresses set forth below so that the papers are *received* on or before February 19, 2013.

Clerk's Office

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF
CALIFORNIA, WESTERN DIVISION
Clerk of the Court
255 East Temple Street
Los Angeles, California 90012

Lead Counsel for the Class

BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
Blair A. Nicholas
Niki L. Mendoza
12481 High Bluff Drive, Suite 300
San Diego, California 92130-3582

Counsel for Defendants

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Stuart J. Baskin
599 Lexington Avenue
New York, New York 10022

GIBSON, DUNN & CRUTCHER LLP
Kay E. Kochenderfer
Gareth Evans
333 South Grand Avenue
Los Angeles, California 90071

58. The filing must demonstrate your membership in the Class, including a list of all of your Class Period transactions in Toyota ADS's during the Class Period, including dates and prices paid and received, and including brokerage confirmation receipts or other competent documentary evidence of such transactions. You may not object to the Settlement or any aspect of it if you are not a member of the Class or if you excluded yourself from the Class.

59. You may file a written objection without having to appear at the Settlement Hearing. Any objection must include: (a) the full name, address, and phone number of the objecting Class Member; (b) a list of all of the Class Member's Class Period transactions in Toyota ADS's, including dates and prices paid and received, and including brokerage confirmation receipts or other competent documentary evidence of such transactions; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the

Settlement Hearing; and (g) a list of other cases in which the objector or the objector's counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years. If you intend to appear at the Settlement Hearing through counsel, the objection must also state the identity of all attorneys who will appear on your behalf at the Settlement Hearing. Any member of the Class who does not make his, her or its objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as reflected in the Stipulation, to the Plan of Allocation or to the application by Lead Counsel for an award of attorneys' fees and reimbursement of litigation expenses. You may not appear at the Settlement Hearing to present your objection, however, unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

60. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and reimbursement of litigation expenses, and if you have filed and served a timely written objection as described above, you also must notify the above counsel on or before February 19, 2013 concerning your intention to appear. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.

61. By objecting to the Settlement, the Plan of Allocation and/or the application by Lead Counsel for an award of attorneys' fees and reimbursement of litigation expenses, or otherwise requesting to be heard at the Settlement Hearing, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to the person's or entity's objection or request to be heard and the subject matter of the Settlement. If the Court overrules your objection and

approves the Settlement or the part of the Settlement to which you have objected, you only will share in the Settlement Fund if you file a Claim Form in the manner stated in ¶47 above and the Claims Administrator approves your claim.

62. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is received on or before February 19, 2013.

63. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

UNLESS THE COURT ORDERS OTHERWISE, ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED ABOVE WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT, THE PROPOSED PLAN OF ALLOCATION, OR LEAD COUNSEL'S REQUEST FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES. CLASS MEMBERS DO NOT NEED TO APPEAR AT THE HEARING OR TAKE ANY OTHER ACTION TO INDICATE THEIR APPROVAL.

WHAT IF I BOUGHT ADS'S ON SOMEONE ELSE'S BEHALF?

64. If you purchased or otherwise acquired Toyota ADS's during the Class Period for the beneficial interest of a person or organization other than yourself, you must either (a) request within fourteen (14) days of receipt of this Notice additional copies of this Notice and the Claim Form for such beneficial owners

from the Claims Administrator at In re Toyota Motor Corporation Securities Litigation, Claims Administrator, P.O. Box 5110, Portland, OR 97208-5110 or info@ToyotaADSLitigation.com; or (b) send a list of the names and addresses of such beneficial owners to the Claims Administrator, at the address stated in subparagraph (a), within fourteen (14) days after receipt of this Notice. If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owner. If you elect to send the Notice to beneficial owners, you are directed to mail the Notice within fourteen (14) days of receipt of the additional copies of the Notice from the Claims Administrator, and upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed, and you shall retain the list of names and addresses for use in connection with any possible future notice to the Class. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by timely providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained by calling toll-free (877) 868-0240, may be downloaded from the settlement website, www.ToyotaADSLitigation.com or from Lead Counsel's website, www.blbglaw.com.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

65. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at In re Toyota Motor Corporation Securities Litigation, Claims Administrator, P.O. Box 5110, Portland, OR 97208-5110, including, among other documents, copies of the Stipulation, the Claim Form and the Complaint.

66. All inquiries concerning this Notice or the Claim Form should be directed to:

In re Toyota Motor Corporation
Securities Litigation
Claims Administrator
P.O. Box 5110
Portland, OR 97208-5110
www.ToyotaADSLitigation.com
info@ToyotaADSLitigation.com

Claims Administrator

Blair A. Nicholas, Esq.
Niki L. Mendoza, Esq.
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
12481 High Bluff Drive, Suite 300
San Diego, California 92130-3582
(866) 648-2524
blbg@blbglaw.com

Lead Counsel

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF
THE CLERK OF COURT REGARDING THIS NOTICE.**

Dated: _____

By Order of the Clerk of Court
United States District Court
for the Central District of California

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE TOYOTA MOTOR
CORPORATION SECURITIES
LITIGATION

Master File No. CV 10-922 DSF (AJWx)

**PROOF OF CLAIM FORM AND
RELEASE**

EXHIBIT A-2

Courtroom: 840

Judge: Dale S. Fischer

I. GENERAL INSTRUCTIONS

1. To be eligible to recover as a member of the Class based on your claims in the action entitled *In re Toyota Motor Corporation Securities Litigation*, Case No. CV 10-922-DSF (the “Action”), you must complete and, on page ___ hereof, sign this Proof of Claim Form. If you fail to timely file a properly addressed (as set forth in paragraph 3 below) Proof of Claim Form, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Action.

2. Submission of this Proof of Claim Form, however, does not assure that you will share in the proceeds of the settlement of the Action.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM POSTMARKED ON OR BEFORE MAY 7, 2013:

In re Toyota Motor Corporation Securities Litigation
Claims Administrator
P.O. Box 5110
Portland, OR 97208-5110

If you are NOT a member of the Class (as defined below and in the Notice Of Pendency Of Class Action And Proposed Settlement, Settlement Hearing, And Motion For Attorneys’ Fees And Reimbursement Of Litigation Expenses (“Notice”)), **DO NOT** submit a Proof of Claim Form.

4. If you are a member of the Class and you did not timely request exclusion in connection with the proposed settlement, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.**

II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired the American Depositary Shares of Toyota Motor Corporation (“Toyota ADS’s”) during the period from May 10, 2005, through and including February 2, 2010 (the “Class Period”), and held documents evidencing these transactions (*i.e.*, broker confirmation slip(s), etc.) in

your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or acquired Toyota ADS's and the transactional document(s) was/were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

Use Part I of the Proof of Claim Form – entitled “Claimant Identification” – to identify each purchaser of record (“nominee”), if different from the beneficial purchaser of Toyota ADS's which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE TOYOTA ADS'S UPON WHICH THIS CLAIM IS BASED.**

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of Proof of Claim and Release – entitled “Transactions in Toyota ADS's” – to supply all required details of your transaction(s) in Toyota ADS's. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to all of your purchases and all of your sales or dispositions of Toyota ADS's which took place at any time during the Class Period, whether such transactions resulted in a

profit or loss. Failure to report all requested information may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase or acquisition of a Toyota ADS. The date of a “short sale” is deemed to be the date of sale or disposition of a Toyota ADS.

Copies of broker confirmations or other documentation of your transactions in Toyota ADS’s should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

In re Toyota Motor Corporation Securities Litigation
PART I: CLAIMANT IDENTIFICATION

Beneficial Owner’s Name (First, Middle, Last) / Joint Owner’s Name

Street Address

City State Zip Code

Foreign Province Foreign Country

Area Code Telephone Number (Daytime)

Area Code Telephone Number (Evening)

Social Security Number or Taxpayer Identification Number

Email Address

Account Number (if filing for more than one account, please file separate claims)

Record Owner’s Name (if different from beneficial owner listed above)

Check appropriate box (check only one box):

- | | | | | | |
|--------------------------|----------------------------|--------------------------|-------------------------|--------------------------|--------------|
| <input type="checkbox"/> | Individual/Sole Proprietor | <input type="checkbox"/> | Joint Owners | <input type="checkbox"/> | Pension Plan |
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Trust |
| <input type="checkbox"/> | IRA | <input type="checkbox"/> | Other (describe: _____) | | |

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (*e.g.*, a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name).

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at (877) 868-0240, or visit their website at www.ToyotaADSLitigation.com, to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART II: TRANSACTIONS IN TOYOTA ADS’S

A. INITIAL TOYOTA ADS HOLDINGS: State the number of Toyota ADS’s the Claimant owned at the close of trading on May 9, 2005:

If none, write “zero” or “0”. If other than zero, be sure to attach the required documentation.

B. TOYOTA ADS PURCHASES: List all purchases or acquisitions of Toyota ADS’s made between May 10, 2005, and May 4, 2010, inclusive. Please note that ADS’s purchased or acquired during the 90-day look-back period between February 3, 2010, and May 4, 2010, inclusive, will be used only to balance your claim, and will not calculate to a Recognized Loss. (NOTE: If you acquired your Toyota ADS’s during this period other than by an open market purchase, please enter the transaction(s) in the table below with a transaction type of “R” for received ADS’s and provide a complete description of the terms of the acquisition on a separate page). Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) Month/Day/Year	Number of ADS Purchased	Purchase Price Per ADS	Total Purchase Price*	Trans Type (P/R)**
___/___/___	_____	\$_____	\$_____	___
___/___/___	_____	\$_____	\$_____	___
___/___/___	_____	\$_____	\$_____	___

* excluding commissions, transfer taxes or other fees

** P=Purchase, R=Received (Transfer In)

C. TOYOTA ADS SALES: List all sales of Toyota ADS’s made between May 10, 2005, and May 4, 2010, inclusive. Sales includes all dispositions of Toyota ADS’s, including disposition through conversion to Toyota common stock. Be sure to attach the required documentation. (NOTE: If you delivered your Toyota ADS’s during this period other than by an open market sale, please enter the transaction(s) in the table below with a transaction type of “D” for delivered

ADS's and provide a complete description of the terms of the transfer on a separate page.)

Trade Date(s) (List Chronologically) Month/Day/Year	Number of <u>ADS Sold</u>	Sale Price <u>Per ADS</u>	<u>Total Sale Price*</u>	Trans Type (S/D)**
___/___/___	_____	\$ _____	\$ _____	___
___/___/___	_____	\$ _____	\$ _____	___
___/___/___	_____	\$ _____	\$ _____	___

*excluding commissions, transfer taxes or other fees. The "sale" price for conversions to Toyota stock shall be deemed the closing price of the ADS on the date of conversion.

** S=Sale, D=Delivery (Transfer Out)

D. UNSOLD TOYOTA ADS HOLDINGS AT THE CLOSE OF TRADING ON MAY 4, 2010: State the number of Toyota ADS's the Claimant owned at the close of trading on May 4, 2010. _____ Be sure to attach the required documentation.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX:

IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

PART III: RELEASE OF CLAIMS AND SIGNATURE

Definitions

“Released Persons” means each and all of the Defendants and their Related Persons.

“Defendants” means Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., (“Toyota”), Katsuaki Watanabe, Fujio Cho, Yoshimi Inaba, James E. Lentz III, Irving A. Miller, Robert S. Carter and Robert C. Daly (the “Individual Defendants”).

“Related Persons” means each of a Defendant’s past or present directors, officers, managers, employees, partners, members, principals, agents, underwriters, insurers and co-insurers and their reinsurers, controlling shareholders, attorneys, accountants or auditors, personal or legal representatives, predecessors, successors (including by way of merger, consolidation, or other acquisition of controlling interest), parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, executors, estates, administrators, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of any Individual Defendant’s Immediate Family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant’s family, in their respective capacities as such.

“Released Claims” means any and all claims (including “Unknown Claims” as defined below), debts, demands, controversies, obligations, losses, rights, liabilities and/or causes of action of any kind or nature whatsoever—including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise) injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever—whether based on federal, state, local, foreign, statutory or common law or regulation, class or individual in nature, known or unknown, fixed or

contingent, suspected or unsuspected, concealed or hidden, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, and that either were asserted or could have been asserted, that relate to the purchase or acquisition of the American Depositary Shares of Toyota Motor Corporation by the respective Class Member during the Class Period and (i) have been asserted in this Litigation by the Class Members or any of them against any of the Released Persons (as defined below), or (ii) could have been asserted in the Litigation or any other forum by the Class Members or any of them against any of the Released Persons, which arise out of or are based upon or related in any way to the allegations, transactions, facts, matters or occurrences, representations or alleged omissions involved, set forth, or referred to in the Litigation, including, but not limited to, statements or alleged omissions relating to unintended acceleration in Toyota vehicles (including Toyota, Lexus and Scion brand vehicles), recalls of Toyota vehicles (including Toyota, Lexus and Scion brand vehicles), the quality of Toyota vehicles (including Toyota, Lexus and Scion brand vehicles) and/or Toyota's financial results. For clarification, Released Claims do not include claims that relate to the purchase or acquisition of Toyota common stock (except to the extent that Toyota American Depositary Shares represent underlying Toyota common stock, in which case claims relating to the purchase of Toyota American Depositary Shares are included in the Released Claims), or claims based upon, relating to or arising out of the interpretation or enforcement of the terms of the Settlement.

“Class” means all Persons (other than those Persons who timely and validly request exclusion from the Class) who purchased or otherwise acquired the American Depositary Shares of Toyota Motor Corporation during the period from May 10, 2005, through and including February 2, 2010, excluding the Defendants, and their Related Persons.

“Unknown Claims” means any Released Claims that any Lead Plaintiff or any Class Member does not know or does not suspect to exist in his, her, or its favor at the time of the release of the Released Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision(s) with respect to the settlement. With respect to any and all Released Claims, upon the effective date of the Settlement, Lead Plaintiff shall have expressly waived and relinquished, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished the provisions, rights, and benefits conferred by California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiff shall expressly waive and relinquish, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, any and all provisions, rights, and benefits conferred by any law of any law of any state or territory of the United States, or any foreign state or territory, or any principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Released Claims, but Lead Plaintiff upon the Effective Date shall expressly, fully, finally and forever settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown,

suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, regulation or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver of “Unknown Claims” (and inclusion of “Unknown Claims” in the definition of “Released Claims”) was separately bargained for and is a key element of the settlement of which this release is a part.

The Release

I (We) understand and acknowledge that without further action by anyone, on and after the effective date of the Settlement, each Class Member, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, discharged and dismissed each and every one of the Released Claims against each and every one of the Released Persons, whether or not a Proof of Claim Form is executed and delivered by, or on behalf of, such Class Member, and whether or not I (we) share in the Settlement Fund.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim Form, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Proof of Claim Form under the terms of the Amended Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Central District of California, with respect to my (our) claim as a Class Member and for purposes of

enforcing the release set forth herein. I (We) further acknowledge that I (We) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or acquisitions of Toyota ADS during the Class Period and know of no other person having done so on my (our) behalf.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish and discharge and dismiss each and every one of the Released Claims against each and every one of the Released Persons as defined above,

1. that the Claimant(s) is a (are) Class Member(s), as defined herein and in the Notice;

2. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in Toyota ADS's;

3. that I (we) own(ed) the Toyota ADS's identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;

4. that Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;

5. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties, the Claims Administrator or the Court may require;

6. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim;

7. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this

release or any other part or portion thereof;

8. that I (we) have included information about all of my (our) transactions in Toyota ADS's which occurred during the Class Period; and

9. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)

REMINDER CHECKLIST

- * Please sign the Certification Section of the Proof of Claim and Release form.
- * If this Claim is being made on behalf of Joint Claimants, then both must sign.
- * Please remember to attach supporting documents.
- * **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
- * Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
- * The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (877) 868-0240.
- * If you move, please send your new address to:

In re Toyota Motor Corporation Securities Litigation
Claims Administrator

P.O. Box 5110

Portland, OR 97208-5110

Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN MAY 7, 2013, AND MUST BE MAILED TO:

In re Toyota Motor Corporation Securities Litigation
Claims Administrator

P.O. Box 5110

Portland, OR 97208-5110

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE TOYOTA MOTOR
CORPORATION
SECURITIES LITIGATION

Master File No. CV 10-922 DSF
(AJWx)

SUMMARY NOTICE

EXHIBIT A-3

Courtroom: 840
Judge: Dale S. Fischer

TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE AMERICAN DEPOSITARY SHARES OF TOYOTA MOTOR CORPORATION (“TOYOTA ADS’S”) BETWEEN MAY 10, 2005, AND FEBRUARY 2, 2010, INCLUSIVE:

YOU ARE HEREBY NOTIFIED that a proposed settlement has been reached in this action. A hearing will be held with respect to the settlement on March 11, 2013, at 1:30 p.m. before the Honorable Dale S. Fischer in the United States District Court for the Central District of California, 255 East Temple Street, Courtroom 840, Los Angeles, CA 90012.

The purpose of the hearing is to determine whether the proposed settlement of the securities class action claims asserted in this litigation, pursuant to which Defendants will deposit the sum of \$25,500,000.00 in cash into a settlement fund in exchange for the dismissal of the litigation and a release of claims against Defendants and their related persons and entities, should be approved by the Court as fair, reasonable, adequate and in the best interests of the class, which includes all persons and entities who purchased or otherwise acquired Toyota ADS’s between May 10, 2005, and February 2, 2010, inclusive, excluding the Defendants, and their Related Persons (as defined in the Amended Stipulation of Settlement).

If you purchased or otherwise acquired Toyota ADS’s at any time between May 10, 2005, and February 2, 2010, inclusive, you may be entitled to share in the distribution of the settlement fund if you submit a claim form no later than May 7, 2013, establishing that you may be entitled to a recovery.

If you purchased or otherwise acquired Toyota ADS’s at any time between May 10, 2005, and February 2, 2010, inclusive, you have the right to object to the settlement, the plan of allocation and/or the request by Lead Counsel for an award of attorneys’ fees and expenses, or otherwise request to be heard, by submitting no later than February 19, 2013, a written objection in accordance with the procedures described in a more detailed notice that has been mailed to all persons known to be

purchasers or other acquirers of Toyota ADS's between May 10, 2005, and February 2, 2010, inclusive. You also have the right to exclude yourself from the class by submitting no later than February 19, 2013, a written request for exclusion from the Class in accordance with the procedures described in the more detailed notice. If the settlement is approved by the Court, you will be bound by the settlement and the Court's final order and judgment, including the releases provided for in the final order and judgment, unless you submit a timely and valid request to be excluded.

This notice provides only a summary of matters regarding the litigation and the settlement. A detailed notice describing the litigation, the proposed settlement, and the rights of members of the Class to appear in Court at the hearing, to request to be excluded from the Class and/or to object to the settlement, the plan of allocation and/or the request by Lead Counsel for an award of attorneys' fees and expenses has been mailed to all persons known to be purchasers or other acquirers of Toyota ADS's between May 10, 2005, and February 2, 2010, inclusive. You may obtain a copy of this notice, a proof of claim form, or other information by writing to the following address or calling the following telephone number:

In re Toyota Motor Corporation Securities Litigation
Claims Administrator
P.O. Box 5110
Portland, OR 97208-5110

or by downloading the same from www.ToyotaADSLitigation.com or www.blbglaw.com.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. Inquiries, other than requests for the detailed notice referenced above and a proof of claim form, may be made to plaintiffs' counsel:

Blair A. Nicholas
Niki L. Mendoza
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
12481 High Bluff Drive, Suite 300
San Diego, CA 92130
Tel: 866-648-2524

Dated: _____

By Order of the Clerk of the Court
United States District Court
for the Central District of California