

CANADIAN TAKATA AIRBAG PRODUCTS LIABILITY LITIGATION SETTLEMENT AGREEMENT

This Document Relates to:

ALL ECONOMIC LOSS CLAIMS/ACTIONS AGAINST THE TOYOTA DEFENDANTS

John M. McIntosh -and- Takata Corporation et al.	Plaintiff Defendants	Ontario Superior Court of Justice Court File No.: CV-16-543833-00CP
Eleni Vitoratos and Andrea Frey -and- Takata Corporation et. al.	Plaintiffs Defendants	Quebec Superior Court of Justice Court File No.: 500-06-000723-144
Dale Hall -and- Takata Corporation et al.	Plaintiff Defendants	Court of Queen's Bench for Saskatchewan Court File QBG.1284 of 2015

1. PREAMBLE AND RECITALS

This Settlement Agreement is made and entered into this 21st day of February, 2019, by, and among the Plaintiffs in the Ontario Action, the Quebec Action and the Other Actions (as defined below) on behalf of themselves and in their capacity as designated representatives of the Class (as defined below), by and through their counsel, and Toyota Canada Inc., Toyota Motor Corporation, Toyota Motor North America Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America Engineering & Manufacturing Inc., Toyota Motor Manufacturing Canada Inc., and Toyota Motor Manufacturing Indiana Inc. (all hereinafter “Toyota”), by and through their counsel providing for the settlement of all claims that were and/or could have been asserted in Canada (including the Territories) for Alleged Economic Loss (as defined in this Agreement) arising from, without limitation, the design, manufacture, marketing, sale and distribution of Subject Vehicles (as defined below).

WHEREAS, the Parties intend by this Settlement Agreement to equip Subject Vehicles with replacement airbags and to resolve all past, present, and future claims for Alleged Economic Loss of the Class Members (as defined below) in any way arising out of or relating to the ownership, resale, purchase, acquisition and/or finance, and/or lease of Subject Vehicles;

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

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

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

WHEREAS, Toyota has agreed to provide the consideration stipulated herein to settle all Alleged Economic Loss claims made by the Class Members in accordance with the eligibility criteria described herein and have agreed to pay the administrative, adjudicative and notice costs associated with the implementation of this Settlement Agreement, as described in this Settlement Agreement, and pay Class Counsel fees, disbursements and applicable taxes up to the maximum amount listed in this Settlement Agreement, subject to court approvals;

WHEREAS, the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out this Settlement Agreement, shall be

offered in evidence in any action or proceeding against Toyota in any court, administrative agency or other tribunal in Canada or elsewhere in the world for any purpose whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek court approvals of the Settlement Agreement;

WHEREAS, the Parties intend that this Settlement Agreement shall be binding on all persons and entities resident in Canada who owned, purchased, acquired and/or financed, and/or leased any Subject Vehicles, and that all claims and potential claims of such persons and entities for Alleged Economic Loss will be satisfied by this Settlement Agreement, subject to those individual Class Members who may Opt Out in compliance with the procedures as set out in this Settlement Agreement for so doing. This Settlement Agreement shall not include any person(s) or entity who may have previously settled and/or otherwise resolved his/her/its Alleged Economic Loss related claim against Toyota. It is expressly acknowledged and agreed that Toyota would not have entered into this Settlement Agreement were it not for the foregoing;

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

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

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

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

NOW, THEREFORE, subject to court approvals, this Settlement Agreement embodies the terms of the resolution of the Ontario Action and Quebec Action, including past, present and future claims against Toyota for Alleged Economic Loss in any way arising out of or relating to the purchase, ownership, resale, acquisition and/or finance and/or lease of Subject Vehicles.

2. DEFINITIONS

2.1 "Actions" means the Ontario Action, Quebec Action and the Other Actions, all as defined below;

2.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the “Settlement”).

2.3 “Alleged Economic Loss” means the alleged basis for relief as provided in Section 8 of this Settlement Agreement and shall include any and all claims for pure economic loss, including the claims as set out in the Actions arising out of or in connection with the purchase, acquisition and/or finance and/or lease and/or resale of the Subject Vehicles;

2.4 “Authorization/Certification Orders” means the Orders of the Quebec Court and the Ontario Court which authorize in Quebec the institution of a class action and which certify in Ontario the Actions as class proceedings for settlement purposes and approve the Notice and Notice Plan as more particularly described in Section 5 herein, which are attached as Exhibits A and B hereto.

2.5 “Ancillary Orders” means the recognition and enforcement Orders of the Saskatchewan Court of Queen’s Bench and British Columbia Supreme Court.

2.6 “Claim” means the claim of a Class Member or his or her or its representative submitted on a Claim Form.

2.7 “Claim Form” means the form substantially in the form agreed upon by the Parties.

2.8 “Claim Period” means the time period in which Class Members may submit a Claim Form to the Settlement Notice and Claims Administrator for review. The Claim Period shall run as follows: (a) Class Members who had the Recall Remedy performed on a Subject Vehicle as of the Final Court Approval shall have one year from Final Court Approval to submit a Claim Form; (b) Class Members who, after April 11, 2013, and before the Final Court Approval, sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall prior to Final Court Approval, shall have one year from Final Court Approval to submit a Claim Form; and (c) Class Members who bring a Subject Vehicle to a Toyota Dealer to have the Recall Remedy performed after the Final Court Approval shall have one year from Final Court Approval or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Claim Form, but no Claim Forms may be submitted after the Final Claim Deadline.

2.9 “Claims Process” means the process for submitting, reviewing and paying claims as described in this Agreement.

2.10 “Claims Review Protocol” means the protocol set forth in Exhibit C to this Agreement and that will be used to reimburse eligible Class Members for reasonable out-of-pocket expenses (as defined in Section 8.3) directly related to the Takata Airbag Inflator Recall(s) through a claim submission process.

2.11 “Class” or “Class Members” means, for settlement purposes only, all persons, entities, or organizations resident in Canada who own, owned, lease or leased a Subject Vehicle as of the Takata Airbag Inflator Recall(s) dates, other than the Excluded Parties.

2.12 “Class Counsel” means, collectively, Harvey T. Strosberg, Q.C. and Jay Strosberg of Strosberg, Sasso, Sutts, LLP, Michael Peerless and Sabrina Lombardi of McKenzie Lake Lawyers LLP, Joel Rochon of Rochon Genova LLP, Won Kim of Kim Spencer McPhee PC, Tony Merchant of Merchant Law Group LLP, Paul Saghe of Garcha & Company and Jeff Orenstein of Consumer Law Group, and has the same meaning as “Plaintiffs’ Counsel.”

2.13 “Class Counsel Fees” means such funds as may be awarded by the Ontario Court and Quebec Court to compensate any and all lawyers in the Actions representing Plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement for their fees and disbursements and taxes in connection with the Settlement, as described in Section 14 of this Agreement.

2.14 “Class Notice” means the court-approved notices pursuant to the Notice Plan as approved by the Courts.

2.15 “Customer Support Program” means the program discussed in Section 8.5 of this Agreement.

2.16 “Direct Mailed Notice” means the notice substantially in the form agreed upon by the Parties for Direct Mailed Notice.

2.17 “Escrow Account” means the custodial or investment interest-bearing (to the extent possible) account held by Royal Bank of Canada in which the funds to be deposited will be held, invested, administered, and disbursed pursuant to this Agreement and an Escrow Agreement.

2.18 “Escrow Agreement” means the agreement by and among Settlement Class Counsel and Toyota with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Agreement, which agreement, among other things, shall specify the manner in which Toyota and Settlement Class Counsel shall direct and control the disbursement of funds in the Settlement Fund.

2.19 “Excluded Parties” means: (a) Toyota, their affiliates and affiliates’ officers, and directors; their distributors and distributors’ officers, and directors; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Class Counsel; (c) counsel for Toyota; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

2.20 “Final Claim Deadline” means the last day on which Class Members may submit Claim Forms. The Settlement Notice and Claims Administrator shall determine the Final Claim Deadline and shall publish it on the Settlement website no later than 90 days prior to the Final Claim Deadline.

2.21 “Final Court Approval” means the date when any applicable appeal period(s) arising from the Settlement Approval Orders expire(s) or, if an appeal is made or appeals are made, the date of the final disposition of all such appeals in favor of upholding the terms of this Settlement Agreement.

2.22 “Long Form Notice” means the notice substantially in the form agreed upon by the Parties. The Long Form Notice shall be in English for the National Class Members and in both

English and French for Quebec Class Members. The French version will also be available to National Class Members upon request.

2.23 “National Class Members” means, for settlement purposes only, all persons, entities or organizations resident in Canada (including the Territories), excluding Quebec Class Members, who own, owned, lease or leased a Subject Vehicle in Canada, as of the Takata Airbag Inflator Recall(s) dates, other than the Excluded Parties.

2.24 “Notice” means the notice to Class Members advising of the Authorization/Certification Orders and the Settlement Approval Hearing dates along with Opt Out rights or the rights of Class Members to Object to the Settlement Agreement, as set forth in the court-approved Notice Plan;

2.25 “Notice Plan” means the method by which the Notice is to be disseminated to the Class, as described in Section 5, which is attached as Exhibit D hereto;

2.26 “Object” means the procedure by which a Class Member may object to the terms of this Settlement Agreement in accordance with the provisions of Section 12 herein.

2.27 “Objection Deadline” means the date specified by the Courts in the Authorization/Certification Orders.

2.28 “Ontario Action” mean *John M. McIntosh v. Takata Corporation et al.*, Court File No.: CV-16-543833-00CP.

2.29 “Ontario Court” means the Ontario Superior Court of Justice.

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

2.31 “Opt Out Deadline” means the date specified by the Courts in the Authorization/Certification Orders.

2.32 “Other Actions” means *Dale Hall v. Takata Corporation et al.*, Court of Queen’s Bench for Saskatchewan Court File QBG.1284 of 2015 (the “Saskatchewan Action”) and *Reena Rai v. Takata Corporation et al.*, Supreme Court of British Columbia, Vancouver Registry No. S148694 (the “BC Action”).

2.33 “Out-of-Pocket Claims Process” means the process discussed in Section 8.3 of this Agreement.

2.34 “Outreach Program” means the program discussed in Section 8.2 of this Agreement.

2.35 “Outreach Program Protocol” means the protocol for the Outreach Program that is set forth in Exhibit E to this Agreement.

2.36 "Party" means any one of the Plaintiffs and Toyota, and may be referred to herein collectively as "the Parties."

2.37 "Plaintiff" or "Plaintiffs" means John M. McIntosh, Eleni Vitoratos and Andrea Frey.

2.38 "Quebec Class Members" means, for settlement purposes only, all persons, entities, or organizations resident in Quebec who own, owned, lease or leased a Subject Vehicle in Quebec, as of the Takata Airbag Inflator Recall(s) dates, other than the Excluded Parties.

2.39 "Quebec Action" means *E. Vitoratos and A. Frey v. Takata Corporation et. al.*, Court File No.: 500-06-000723-144.

2.40 "Quebec Court" means Quebec Superior Court, District of Montreal.

2.41 "Release" means the release and waiver set forth in Section 13 of this Agreement and in the Settlement Approval Orders.

2.42 "Released Parties" or "Released Party" means Toyota, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, shareholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including Toyota Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, lawyers, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Notwithstanding the foregoing, "Released Parties" does not include: (i) Takata and each of its past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, subsidiaries, affiliates, officers, directors, associates, dealers, agents and related companies; and (ii) other than Toyota, all other automotive manufacturers and distributors, and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, subsidiaries, affiliates, officers, directors, associates, dealers, agents and related companies, including but not be limited to, all defendants named in the Actions except for Toyota.

2.43 "Remedy" or "Recall Remedy" means the repair and/or countermeasures performed to address the Takata Airbag Inflator Recall(s) on the Subject Vehicles.

2.44 "Settlement" means the proposed settlement of the Ontario and Quebec Actions, and the discontinuance and/or dismissal of the Other Actions, as defined herein, pursuant to the terms set forth in this Settlement Agreement;

2.45 "Settlement Approval Orders" means the Orders of the Quebec Court and the Ontario Court which approve the Settlement Agreement herein, appoint the Settlement Notice and Claims Administrator and the Settlement Outreach Administrator, as more particularly described in Section 4 herein and substantially in the form agreed upon by the Parties;

2.46 “Settlement Approval Hearings” means the hearings at which the Parties to the Ontario and Quebec Actions will seek the approval by the Quebec Court of the Settlement Agreement pursuant to Article 590 of the Code of Civil Procedure, R.S.Q. c. C-25.01, and the approval by the Ontario Court of the Settlement Agreement pursuant to section 29(2) of the Class Proceedings Act, 1992, S.O. 1992, c. 6.

2.47 “Settlement Class Counsel” means, collectively, Harvey T. Strosberg, Q.C. and Jay Strosberg of Strosberg, Sasso, Sutts, LLP, Michael Peerless and Sabrina Lombardi of McKenzie Lake Lawyers LLP, and Jeff Orenstein of Consumer Law Group.

2.48 “Settlement Fund” means the payments made by Toyota as set forth in Section 8 below, which are to be used pursuant to the terms of this Agreement.

2.49 “Settlement Notice and Claims Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Ontario Court and Quebec Court to implement the Class Notice and implement and administer the Out-of-Pocket Claims Process. The Parties agree that Crawford Class Action Services shall serve as Settlement Notice and Claims Administrator, subject to approval by the Ontario Court and Quebec Court.

2.50 “Settlement Outreach Administrator” means the third-party administrator agreed to by the Parties and appointed by the Ontario Court and Quebec Court to implement and administer the Outreach Program. The Parties agree that Stericycle shall serve as Settlement Outreach Administrator, subject to approval by the Ontario Court and Quebec Court.

2.51 “Short-Form Notice” means the short-form notice substantially in the form agreed upon by the Parties. The Short-Form Notice shall be in English for the National Class Members and in both English and French for the Quebec Class Members.

2.52 “Subject Vehicles” means those vehicles listed on Exhibit F that contain or contained Takata Phase-Stabilized Ammonium Nitrate (“PSAN”) inflators in their driver and/or passenger front airbags that (i) have been recalled, or (ii) shall be recalled or (iii) contain a desiccant and that may be subject to future recall by Transport Canada.

2.53 “Takata” means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN inflators and inflator modules.

2.54 “Takata Airbag Inflator Recall(s)” or “Recall(s)” means all past, present and future recalls by Transport Canada, related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

2.55 “Takata PSAN Inflators” means all airbag inflators for driver or passenger front airbags manufactured, distributed and/or sold by Takata containing propellant with PSAN, including 2004 and 2004L propellant, whether desiccated or non-desiccated.

2.56 “Toyota” means Toyota Canada Inc., Toyota Motor Corporation, Toyota Motor North America Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America Engineering

& Manufacturing North America, Inc., Toyota Motor Manufacturing Canada Inc., and Toyota Motor Manufacturing Indiana Inc.

2.57 "Toyota Dealers" means authorized Toyota, Lexus and/or Scion dealers in Canada.

2.58 "Toyota's Counsel" means Peter Howard and Samaneh Hosseini of Stikeman Elliott LLP.

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

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

3. ORDERS AUTHORIZING/CERTIFYING THE ACTIONS AND APPROVING THE SETTLEMENT AGREEMENT

3.1 Within sixty (60) days of the execution of this Settlement Agreement, Plaintiffs in the Quebec and Ontario Actions, and Toyota shall jointly move for Authorization/Certification Orders from the Quebec Court and Ontario Court which will, among other things:

a. In Quebec, authorize the institution of the Quebec Action as a class proceeding on behalf of the following class for the sole purpose of giving effect to the within Settlement Agreement:

all persons and entities resident in Quebec, who own, owned, lease or leased a Subject Vehicle, as of the Takata Airbag Inflator Recall(s) dates, but shall not include Excluded Parties.;

b. In Ontario, certify the Ontario Action as a single class proceeding pursuant to the CPA on behalf of the following class for the sole purpose of giving effect to the within Settlement Agreement:

all persons and entities resident in Canada, excluding Quebec Class Members, who own, owned, lease or leased a Subject Vehicle, as of the Takata Airbag Inflator Recall(s) dates, but shall not include Excluded Parties;

c. order that Stericycle be appointed as Settlement Outreach Administrator to implement and administer the Outreach Program and perform related tasks;

d. order that Crawford Class Action Services be appointed as Settlement Notice and Claims Administrator solely for (i) the coordination and administration of Notice of the Authorization/Certification Orders and Settlement Approval Hearings and related tasks; and (ii) the administration of the Out-of-Pocket Claims Process;

e. approve the form and content of the Notice of the Settlement Approval Hearings, set out the Opt Out Deadline and the Objection Deadline on dates in advance of the

Settlement Approval Hearings, and the process by which Class Members may either Object or Opt Out; and

- f. order the implementation of the Notice Plan as set out in Exhibit D.

3.2 The cost of the Notice Plan, including Notice of the Authorization/Certification Orders and Settlement Approval Hearings to Class Members and the cost of publicizing the Notice, shall be paid by Toyota through the Settlement Fund.

4. ORDERS APPROVING THE SETTLEMENT AGREEMENT

4.1 Following publication of the Notice, Plaintiffs and Toyota shall jointly move for Orders from the Quebec Court and Ontario Court, in the form attached hereto as Exhibits G and H, respectively (the "Settlement Approval Orders"), which will, among other things:

- a. Approve the Settlement Agreement and all Exhibits thereto;
- b. Declare that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
- c. approve the Settlement Agreement pursuant to Article 590 of the Code of Civil Procedure, R.S.Q. c. C-25.01 or to section 29(2) of the CPA, as the case may be;
- d. Order that the Settlement Relief set forth in this Settlement Agreement be provided in full satisfaction of the obligations of Toyota under this Settlement Agreement;
- e. Order that Stericycle be appointed as Settlement Outreach Administrator for the Settlement;
- f. Order that Crawford Class Action Services be appointed as Settlement Notice and Claims Administrator for the Settlement;
- g. Order that any Party may bring a motion to any case management judge appointed to supervise the Ontario and Quebec Actions at any time for directions with respect to the implementation or interpretation of this Settlement Agreement, such motion to be on notice to all other Parties;
- h. Provide that if either case-management judge in the Ontario and Quebec Actions is, for any reason, unable to fulfill any of the duties set out in this Settlement Agreement and the Exhibits hereto, another Justice of the Quebec Court or, where applicable, the Ontario Court, shall be appointed;
- i. Dismiss the Ontario and Quebec Actions against Toyota with prejudice, and without costs as of Final Court Approval;
- j. Provide for releases and waivers in favour of Toyota and Released Parties as set out in Section 13 of this Settlement Agreement.

4.2 Within 21 days of the issuance of the Approval Orders or at such earlier time as may be agreed upon by the Parties, motions shall be brought by Class Counsel with respect to the Other Actions, seeking an Order dismissing and /or discontinuing the Saskatchewan Action as against Toyota and dismissing the joinder application in the BC Action filed on January 21, 2016 and adjourned pursuant to a requisition dated May 13, 2016 as against Toyota.

5. NOTICE TO THE CLASS

5.1 Components of Class Notice

Class Notice will be accomplished through a combination of Direct Mailed Notice, Long Form Notice, notice through the Settlement website, a toll-free Settlement phone number, a press release, and other applicable notice, each of which is described below, as specified in the Authorization/Certification Orders, the Notice Plan, and this Agreement and in order to comply with all applicable statutes, laws, or rules. The costs of disseminating the notice and otherwise implementing the Notice Plan specified herein shall be paid by Toyota through the Settlement Fund.

5.2 Direct Mailed Notice

The Settlement Notice and Claims Administrator shall send the Direct Mailed Notice, by mail, proper postage prepaid, to Class Members. The Direct Mailed Notice shall inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail or from a toll-free telephone number, the Settlement Notice Administrator shall: (a) re-mail any Direct Mailed Notices returned by mail with a forwarding address no later than the deadline found in the Authorization/Certification Orders; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement website and shall be posted and printed in both English and French, and the English version is attached as Exhibit I hereto.

5.3 Internet Website

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

5.4 Short-Form Notice

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

5.5 Long Form Notice

A. Contents of Long Form Notice

The Long Form Notice shall be printed in both English and French, and the English version is attached as Exhibit K hereto.

B. The Long Form Notice shall advise Class Members of the following:

a. **General Terms:** It shall contain a plain and concise description of the nature of the Actions, the history of the litigation of the claims, the certification/authorization of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the proposed Settlement would provide relief to the Class and Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.

b. **Opt Out Rights:** It shall inform Class Members that they have the right to Opt Out of the Settlement. It shall also provide the deadlines and procedures for exercising this right.

c. **Objecting to the Settlement:** It shall inform Class Members of their right to Object to the proposed Settlement and appear at the Settlement Approval Hearings. It shall also provide the deadlines and procedures for exercising these rights.

d. **Claims Process:** It shall inform Class Members about where they can obtain a Claim Form and the approximate deadline by which to submit same.

e. **Fees:** It shall inform Class Members about the amounts being sought by Class Counsel as Fees and individual honoraria to the Plaintiffs, and shall explain that Toyota will pay the fees and disbursements and taxes awarded to Class Counsel and individual honoraria to the Plaintiffs in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

C. Claim Forms

The Long Form Notice shall direct Class Members on how to obtain the Claim Form. The Settlement website shall include the Claim Form and shall inform the Class Member that he or she must fully complete and timely return the Claim Form within the Claim Period to be eligible to obtain relief pursuant to this Settlement Agreement.

5.6 Toll-Free Telephone Number

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

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

6.1 In the event that any of the Quebec or Ontario Courts fail to approve the Settlement Agreement in its entirety, the Parties reserve for themselves the right to amend this Settlement Agreement and any such amendment shall be in writing signed by all Parties.

6.2 If this Settlement Agreement is not approved by all of the Quebec and Ontario Courts and the Other Actions are not dismissed or discontinued as against Toyota:

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

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

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

D. Plaintiffs in the Quebec and Ontario Actions agree to consent to an Order setting aside the Authorization/Certification Orders and Settlement-Approval Orders to the extent those Orders authorize and certify class actions. Such consents are without prejudice to the Parties' right to bring a motion to authorize or certify those actions as class proceedings on a contested basis;

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

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

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

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

I. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid from the Settlement Fund and all remaining funds shall revert back to Toyota as soon as practicable. Neither Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

6.3 The Parties agree that whether or not it is approved by the Quebec and Ontario Courts and/or terminated pursuant to Section 11.3, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by Toyota or be used against Toyota for any purpose in this or any other proceeding in Canada or elsewhere in the world and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute an admission or be used by anyone (whether or not a party to these proceedings) in an effort to establish any of the alleged facts, legal claims, the jurisdiction of the Canadian courts over any foreign party or the certification of these or other proceedings in any province. The Parties further agree that this Settlement Agreement shall not, in any way in any court or jurisdiction, constitute an admission that the definition of a class or classes contained herein constitutes a class or classes appropriate for litigation purposes, and the Parties will enter into a Consent Order to that effect.

7. WAIVER OF LIMITATION DEFENCE

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

8. SETTLEMENT RELIEF

In consideration for the dismissal of the Actions against Toyota with prejudice, as contemplated in this Agreement, and for the full and complete Release and Settlement Approval Orders provided below, Toyota agrees to provide the following:

8.1 Settlement Fund

A. The Parties, through their respective counsel, shall establish and move the Quebec and Ontario Courts to establish and create a Settlement Fund, with the Settlement Fund to be held at Royal Bank of Canada. All payments to be made by Toyota pursuant to this Agreement shall be made by wire transfer into an Escrow Account, established and controlled consistent with and pursuant to an Escrow Agreement at Royal Bank of Canada. The Settlement Fund shall be held in an interest bearing Canadian currency trust account or a liquid money market account or equivalent security with a rating equivalent to, or better than, that of an interest bearing account in a Canadian Schedule 1 bank in Ontario, and shall collect and reinvest any and all interest accrued

thereon, if applicable, unless interest rates are such that they would effectively preclude investment in interest-bearing instruments as defined herein. All (i) taxes on the income of the Escrow Account and (ii) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses of tax lawyers and accountants) shall be timely paid out of the Escrow Account without prior Order of the Ontario Court or Quebec Court.

B. If the Ontario Court and Quebec Court do not grant final approval to the Settlement, any funds in the Settlement Fund shall revert to Toyota, and any such funds paid into the Settlement Fund and not returned to Toyota will be credited towards any eventual settlement that may be approved.

C. The Settlement Fund shall be used for the following purposes, as further described in this Agreement: (a) the Outreach Program; (b) notice and related costs; (c) claims administration; (d) expenses associated with the Outreach Program including the Settlement Outreach Administrator's fees and related costs; and (e) the Out-Of-Pocket Claims Process.

D. Toyota shall pay into the Settlement Fund the amount sufficient to pay for notice costs, not later than 20 calendar days after the date of entry of the Authorization/Certification Orders.

E. Not later than 15 calendar days after Final Court Approval, Toyota shall make a payment into the Settlement Fund that will include:

1. The Initial Outreach Program Fund Payment, as set forth in Section 8.1.F, below.

F. Outreach Program Fund: the total amount to be paid into the Settlement Fund shall be calculated based on the number of Subject Vehicles with non-desiccated Takata PSAN inflators that have not had the Recall Remedy performed as of Final Court Approval less the number of Subject Vehicles that have already received outreach prior to Final Court Approval, multiplied by a US\$4.70 per vehicle cost for the Outreach Program ("Total Outreach Fund"). Toyota shall make the initial payment representing 40% of the Total Outreach Fund into the Settlement Fund not later than fifteen (15) calendar days after the Final Court Approval (the "Initial Outreach Program Fund Payment"). Future payments will be made on a replenishment basis. During the Outreach Program period, if the funds in the Outreach Program Fund drop below 10% of the Total Outreach Fund, the Settlement Outreach Administrator shall notify Toyota, and request that Toyota replenish the Outreach Program Fund by an amount representing 10% of the Total Outreach Fund with sufficient time to allow Toyota to obtain and provide the funds to the Settlement Outreach Administrator. Toyota shall replenish the Out-Of-Pocket Claims Process Fund not later than thirty (30) days after the Settlement Outreach Administrator's request, absent unusual circumstances.

G. Out-Of-Pocket Claims Process Fund: Toyota shall make the initial payment of CAD\$500,000.00 into the Settlement Fund not later than fifteen (15) calendar days after Final Court Approval. Future payments will be made on a replenishment basis. During the Claim Period, if the funds in the Out-Of-Pocket Claims Process Fund drop below CAD\$100,000.00, the Settlement Notice and Claims Administrator shall notify Toyota, and request that Toyota replenish

the Out-Of-Pocket Claims Process Fund with an additional CAD\$100,000.00 and with sufficient time to allow Toyota to obtain and provide the funds to the Settlement Notice and Claims Administrator. Toyota shall replenish the Out-Of-Pocket Claims Process Fund not later than thirty (30) days after the Settlement Notice and Claims Administrator's request, absent unusual circumstances.

H. Upon the close of the Out-of-Pocket Claims Process and the Outreach Program, any interest that has accrued in the Out-of-Pocket Claims Process Fund and/or the Outreach Fund shall be paid, on a cy pres basis, to an organization agreed to by the Parties and approved by the Courts. Additional monies remaining in either the Out-of-Pocket Claims Process Fund and/or the Outreach Fund shall revert back to Toyota.

I. It is expressly understood that should any of the automotive defendants in the Actions ("Automotive Defendants") enter into settlement agreements in the Actions as part of a broader settlement in connection with this Agreement, then separate settlement funds will be created for such settling Automotive Defendants and their subject vehicles and customers. However, any common expenses and costs, including but not limited to costs for the Short-Form Notice, common settlement administration and payments under section 14.7, will be shared by the settling Automotive Defendants with Toyota's share of the common expenses and costs to be calculated at 70% of the total amount of each such common expense and cost.

8.2 Outreach Program

A. As to non-desiccated Takata PSAN inflators, the Settlement Outreach Administrator shall implement and administer the Outreach Program as set forth in the protocol attached as Exhibit E, with the goal of maximizing, to the extent practicable, completion of the Recall Remedy in Subject Vehicles for the Takata Airbag Inflator Recall(s). The Outreach Program shall be designed to significantly increase Recall Remedy completion rates via outreach efforts beyond those currently being used by Toyota and Transport Canada. Updates to the Outreach Program shall be posted on the Settlement website. After issuance of the Authorization/Certification Orders, Toyota, at its sole discretion, may, after consultation with Settlement Class Counsel, implement the Outreach Program in advance of Final Court Approval.

B. The Settlement Outreach Administrator shall work in good faith with the Parties, through their respective counsel, on the Outreach Program, including, but not limited to, timing, necessary outreach messages, amounts, and support. The Settlement Outreach Administrator shall correspond and coordinate the Outreach Program with Toyota to ensure to the extent practicable that the outreach is consistent with Recall Remedy parts and service availability. Any and all communications with Toyota customers/Class Members via the Outreach Program shall be approved by the Parties, through their respective counsel.

C. The Settlement Outreach Administrator shall periodically report to the Parties, through their respective counsel, the results of the implementation of the Outreach Program. The reports shall be provided at least every two months in the first year and then every three months thereafter, including a final report at the end of the Outreach Program.

D. The Outreach Program is intended to be a program that will adjust and change its methods of outreach as is required to achieve its goal of maximizing completion of the Recall Remedy subject to approval by Toyota. It is not intended to be a static program with components that are fixed for the entire Settlement period. It is agreed that the Outreach Program will also be subject to modification and/or extension upon agreement by the Parties based upon, for example, the availability of airbag inflator replacement parts.

E. In the event desiccated Takata PSAN inflators in the driver or passenger front airbag modules in any of the Subject Vehicles are recalled in the future, then the Outreach Program will be extended to include desiccated Takata PSAN inflators by agreement of the Parties, that will adopt the same protocol as the Outreach Program Protocol attached as Exhibit E for an additional period of time to be agreed upon by the Parties.

8.3 Out-of-Pocket Claims Process

A. The Out-of-Pocket Claims Process shall be used to pay for Class Members' reasonable out-of-pocket expenses incurred and paid in connection with the performance of the Recall Remedy on a Class Member's Subject Vehicle.

B. The Settlement Notice and Claims Administrator shall implement and administer the Out-of-Pocket Claims Process, including, but not limited to, the eligibility of Claims for reimbursement. The types of eligible reimbursable costs shall be included in the Claim Form.

C. The Parties agree that the following types of reasonable expenses related to the Takata Airbag Inflator Recall(s), documented according to the Claims Review Protocol attached as Exhibit C, shall be reimbursed:

(i) reasonable rental car, or other alternate transportation expenses, necessarily incurred and directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s);

(ii) reasonable towing charges to a Toyota Dealer for completion of the Recall Remedy incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s);

(iii) reasonable childcare expenses necessarily incurred and directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s);

(iv) reasonable out-of-pocket costs necessarily incurred and directly associated with repairing driver or passenger front airbags containing Takata PSAN inflators and incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s); and

(v) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy so long as the Class Member provides: (a) for all such claims for lost wages that were necessarily incurred following the Class Notice date, documentation that the Class Member provided a Toyota Dealer with three available times outside of his/her working hours and within the Toyota Dealer's normal business hours that the Recall Remedy could be performed and that these times could not be accommodated by a Toyota Dealer, including but not limited to documentation evidencing that the Class Member communicated to the Settlement Notice and Claims Administrator and/or a Toyota Dealer with his or her availability within the Toyota Dealer's normal business hours and relating to the performance of the Recall Remedy; and (b) documentation as set forth in the Claim Review Protocol from his/her employer that the he/she incurred a loss in wages.

D. In no event shall any funds from the Out-of-Pocket Claims Process be used to reimburse Class Members due to vehicle damage, property damage or personal injury allegedly from the deployment or non-deployment of a Takata airbag.

E. The first set of reimbursements to eligible Class Members who have completed and filed a Claim Form shall be made on a rolling basis by the Settlement Notice and Claims Administrator, who shall use best efforts to make the first set of reimbursements 90 days after Final Court Approval.

F. Reimbursements shall be made on a first-in-first-out basis.

G. Class Members may submit one Claim for out-of-pocket expenses for each Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d). For example, a Class Member with two Subject Vehicles may submit Claims for each vehicle, but the claims for the unreimbursed expenses shall not be duplicative. If the Claim is rejected for payment, in whole or in part, the Settlement Notice and Claims Administrator shall notify Class Counsel and Toyota's Counsel of said rejection of Class Member's Claim and the reason(s) why said Claim was rejected. The decision of the Settlement Notice and Claims Administrator shall be final, provided however, that Class Counsel and Toyota's Counsel may meet and confer in an attempt to resolve these rejected Claims. If Class Counsel and Toyota jointly recommend payment of the Claims or payment of a reduced claim amount, then Toyota's Counsel shall inform the Settlement Notice and Claims Administrator, who shall instruct Toyota to pay said Claims. If Class Counsel and Toyota's Counsel disagree, then Class Counsel may petition the Court that has jurisdiction over the disputed Class Member's Claim for a final decision over the disputed Class Member's Claim.

H. Any Class Member who submits a Claim that the Settlement Notice and Claims Administrator determines is fraudulent shall not receive any payment from the Settlement Fund.

I. The claims of the Quebec Class Members shall be subject to the regulation respecting the percentage withheld by the Fonds d'Aide aux recours collectifs.

8.4 Claims Process

A. (a) Every Class Member who had the Recall Remedy performed on a Subject Vehicle as of the Final Court Approval, (b) every Class Member who, after April 11, 2013, and before the Final Court Approval, sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall prior to Final Court Approval, and (c) every Class Member who brings a Subject Vehicle to a Toyota Dealer to have the Recall Remedy performed after the Final Court Approval shall be eligible to submit a Claim during the Claim Period to the Out-of-Pocket Claims. The Claim Form shall allow Class Members to either submit a Claim to the Out-of-Pocket Claims Process.

B. Claim Forms shall be made available to Class Members through various means, including mail, e-mail, internet and other similar agreed-upon manners of dissemination; the Settlement Notice and Claims Administrator shall make available to Toyota Dealers the Claim Forms and Toyota shall advise and request Toyota Dealers to provide the Claim Forms to Class Members at the time they bring their Subject Vehicle to the dealership for the Recall Remedy. Claim Forms can be completed and submitted online through a link on the Settlement website or on hardcopy Claim Forms that can be requested from the Settlement Notice and Claims Administrator.

8.5 The Customer Support Program

A. If the Ontario Court and Quebec Court issue Settlement Approval Orders, as part of the compensation Toyota is paying in exchange for the Release of claims, Toyota shall provide Class Members a Customer Support Program which will provide prospective coverage for repairs and adjustments (including parts and labor) needed to correct defects, if any, in materials or workmanship of (i) the Takata PSAN inflators contained in the driver or passenger front airbag modules of Subject Vehicles or (ii) replacement driver or passenger inflators installed pursuant to the Takata Airbag Recall in the Subject Vehicles. Subject to the time and mileage limitations set forth below, this benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. The normal deployment of a replacement airbag inflator shall terminate this benefit as to a Subject Vehicle. To permit Toyota to coordinate with its Dealers to provide benefits pursuant to the Customer Support Program under the Agreement, eligible Class Members may begin seeking such benefits no earlier than 30 calendar days from the date of the issuance of Settlement Approval Orders. Nothing in the previous sentence shall affect the calculation of periods of time for which Toyota will provide coverage under the Customer Support Program.

B. If the Subject Vehicle has been recalled and the Recall Remedy has been completed as of the Settlement Approval Orders, then the Customer Support Program will last for 10 years measured from the date the Recall Remedy was performed in the Subject Vehicle, subject to a maximum limit of 100,000 kilometers measured from the date the Subject Vehicle was originally sold or leased ("Date of First Use"), but not less than 50,000 kilometers from the date the Recall Remedy was performed on the Subject Vehicle. However, each eligible Subject Vehicle will receive no less than two years of coverage from the Settlement Approval Orders.

C. If the Subject Vehicle has been or will be recalled and the Recall Remedy has not been completed as of the issuance by the Ontario Court and the Quebec Court of the Settlement Approval Orders, then the Customer Support Program will last for 10 years from the Date of First Use, or, if the Recall Remedy is performed on the Subject Vehicle, the date the Recall

Remedy was performed, subject to a maximum limit of 100,000 kilometers measured from the Date of First Use, but not less than 50,000 kilometers from the date the Recall Remedy was performed on the Subject Vehicle. However, each eligible Subject Vehicle will receive no less than two years of coverage from the Settlement Approval Orders or from the date the Recall Remedy was performed on the applicable Subject Vehicle, whichever is later.

D. If the Subject Vehicle contains a desiccated Takata PSAN inflator in the driver or passenger front airbag as original equipment, then the Customer Support Program will last for 10 years, measured from the Date of First Use, subject to a maximum limit of 100,000 kilometers, measured from the Date of First Use. However, each eligible Subject Vehicle will receive no less than two years of coverage from the issuance by the Ontario Court and the Quebec Court of the Settlement Approval Orders.

E. In the event desiccated Takata PSAN inflators in the driver or passenger front airbag modules in any of the Subject Vehicles are recalled in the future, then the Customer Support Program will be extended to last for 10 years, measured from the date such future Recall Remedy is performed in the Subject Vehicle, subject to a maximum limit of 100,000 kilometers, measured from the Date of First Use, but not less than 50,000 kilometers from the date the Recall Remedy was performed on the Subject Vehicle, provided that each eligible Subject Vehicle will receive no less than two years of coverage from the date of the future Recall Remedy.

F. The benefits described in this Section are automatically transferable to subsequent owners upon sale of a Subject Vehicle.

G. Normal deployment of an airbag (i.e., in accordance with its intended design) terminates the benefits described in this Section.

H. Inoperable vehicles, vehicles that are or have previously been marked or branded, on the vehicle's title or in the vehicle's service history, as irreparable, and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

9. APPOINTMENT AND ROLE OF SETTLEMENT OUTREACH ADMINISTRATOR

9.1 Subject to the approval of the Quebec and Ontario Courts, the Parties agree that Stericycle shall be appointed as the Settlement Outreach Administrator for the purpose of implementing and administering the Outreach Program.

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

9.3 Subject to its duties herein, the Settlement Outreach Administrator shall periodically report to the Parties, through their respective counsel, the results of the

implementation of the Outreach Program as more specifically set forth in Section 8.2(C) of this Settlement Agreement.

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

9.5 Upon request and in order to preserve the integrity of the Settlement and mitigate against potential abuses, the Parties shall provide to the Settlement Outreach Administrator all information known to them, and reasonably required by the Settlement Outreach Administrator, relating to the identity of any Class Member who has not Opted Out and who has settled a claim for Alleged Economic Loss as against Toyota in Canada. This information shall be held in confidence by the Settlement Outreach Administrator.

9.6 If the Settlement Outreach Administrator fails to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Settlement Outreach Administrator, subject to the approval of the Ontario Court and Quebec Court. Under such circumstances, the other Party shall not unreasonably withhold consent to remove the Settlement Outreach Administrator, but this event shall occur only after Toyota's Counsel and Settlement Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Settlement Outreach Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Ontario Court and Quebec Court for resolution.

9.7 The Settlement Outreach Administrator shall be subject to removal by the Quebec Court and Ontario Court for cause, on a motion by a Party on reasonable notice to the other Parties and the Settlement Outreach Administrator.

9.8 In the event that the Settlement Outreach Administrator is unable to continue to act for any reason, the Parties may propose a substitute Settlement Outreach Administrator, subject to the approval of the Quebec Court and Ontario Court.

9.9 If a Party disputes the nature or amount of any such fees or disbursements charged by the Settlement Outreach Administrator, a motion can be made to the Quebec Court and/or Ontario Court on notice to Settlement Class Counsel and to the Settlement Outreach Administrator. In the event of a challenge to the fees and expenses of the Settlement Outreach Administrator, the Ontario Court and Quebec Court shall fix the amounts properly due and payable to the Settlement Outreach Administrator.

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

10. APPOINTMENT AND ROLE OF SETTLEMENT NOTICE AND CLAIMS ADMINISTRATOR

10.1 Subject to the approval of the Ontario Court and Quebec Court, the Parties hereto agree that Crawford Class Action Services shall be appointed as the Settlement Notice and Claims

Administrator for the purpose of providing Class Notice and implementing and administering the Out-of-Pocket Claims Process.

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

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

10.4 The Settlement Notice and Claims Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Ontario Court and Quebec Court.

10.5 The Settlement website shall include the Claim Form, which shall be in a form substantially similar to the document attached to this Agreement as Exhibit L and which shall inform the Class Member that he or she must fully complete and timely return the Claim Form within the Claim Period to be eligible to obtain relief pursuant to this Agreement.

10.6 The Settlement Notice and Claims Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members.

10.7 With respect to Notice, the Settlement Notice and Claims Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notice as required under the Notice Plan; (b) cause the publication of the Short-Form Notice; (c) handling returned mail not delivered to Class Members; (d) attempting to obtain updated address information for any Notices returned without a forwarding address; (e) making any additional mailings required under the terms of this Agreement; (f) responding to requests for Notice; (g) receiving and maintaining on behalf of the Ontario Court and Quebec Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (h) forwarding written inquiries to Settlement Class Counsel and/or Counsel for Toyota or their designee for a response, if warranted; (i) establishing a post-office box for the receipt of any correspondence; (j) responding to requests from Settlement Class Counsel and/or Counsel for Toyota; (k) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; (l) fulfilling any escheatment obligations that may arise; and (m) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

10.8 With respect to the Out-of-Pocket Claims Process, the Settlement Notice and Claims Administrator shall be responsible for all aspects of the Out-of-Pocket Claims Process, including: (a) reviewing Claims Forms and related documentation; (b) approving or rejecting

Claims Forms; (c) communicating with Class Members with respect to submitted Claims Forms; (d) calculating Class Members' Out-of-Pocket reimbursements; (e) resolving disputes relating to Class Members' Claims Forms and related documentation; (f) processing, mailing and otherwise distributing reimbursements to Class Members whose Claims Forms are approved; (g) promptly reporting to Counsel for the Parties the substance and status of any challenges or disputes raised by Class Members; (h) preparing a declaration regarding its due diligence in the Out-of-Pocket Claims Process; and (i) performing such other duties as Counsel for the Parties may direct or as specified in this Agreement.

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

10.10 The Settlement Notice and Claims Administrator shall provide periodic updates at least every month to the Parties regarding Claim Form submissions beginning not later than two weeks following the Settlement Approval Orders and continuing on a monthly basis thereafter.

10.11 If the Settlement Notice and Claims Administrator fails to perform adequately on behalf of Toyota, or the Class, the Parties may agree to remove the Settlement Notice and Claims Administrator, subject to the approval of the Ontario Court and Quebec Court. Under such circumstances, the other Party shall not unreasonably withhold consent to remove the Settlement Notice and Claims Administrator, but this event shall occur only after Counsel for Toyota and Settlement Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Settlement Notice and Claims Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Ontario Court and Quebec Court for resolution.

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

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

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

10.15 The Settlement Notice and Claims Administrator shall communicate regularly with Counsel for the Parties and hold regular conference calls to advise of the progress of the Notice Plan and shall circulate to counsel for the Parties in advance of such conference calls a report and an agenda. In addition, when deemed necessary by the Settlement Notice and Claims

Administrator or counsel for the Parties, special meetings may be called, on reasonable notice to all Parties.

10.16 Toyota's Counsel shall provide to the Settlement Notice and Claims Administrator, within 20 days of the Authorization/Certification Orders, a list of all counsel for anyone who has then-pending economic-loss litigation against Toyota in Canada relating to Takata airbag inflator claims involving the Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions.

10.17 No later than 21 days before the date of the Settlement Approval Hearings, the Settlement Notice and Claims Administrator shall file with the Quebec Court and Ontario Court: (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the Notice Plan.

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

10.19 All reasonable costs associated with the administration of this Settlement Agreement shall be paid in accordance with the payment mechanism described in Section 8.1.

11. OPTING OUT

11.1 Any Class Member who wishes to Opt Out of the Settlement must mail a timely written request to Opt Out to the Settlement Notice and Claims Administrator. The Settlement Notice and Claims Administrator shall forward copies of any written Opt Out requests to Settlement Class Counsel and Toyota's Counsel. If a potential Class Member files a request to Opt Out, he or she may not file an objection under Section 12.

11.2 Any Class Member who does not Opt Out before the Opt Out Deadline is bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release and Settlement Approval Orders in the Actions, even if he, she or it has litigation pending. Furthermore, any Class Members who have not Opted Out before the Opt Out Deadline are barred from commencing or continuing an action against Toyota related to claims for Alleged Economic Loss arising out of or in connection with, without limitation, the manufacture, marketing, sale and distribution of Subject Vehicles that contain or contained allegedly defective airbag inflators manufactured by Takata.

11.3 If more than 1% of the Class Opt Out, Toyota may, in their sole discretion, terminate this Settlement Agreement, notwithstanding any order made pursuant to the Settlement Approval Hearings, by giving notice to Settlement Class Counsel within 21 days of delivery of all of the Opt Out requests to the Parties by the Settlement Notice and Claims Administrator or 21 days after the Opt Out Deadline, whichever is later.

11.4 Except in those jurisdictions in which this paragraph runs contrary to the applicable Rules of Professional Conduct, Settlement Class Counsel shall not act for a person who submits a request to Opt Out in any claim against Toyota that relates to claims for Alleged Economic Loss

arising out of or in connection with, without limitation, the manufacture, marketing, sale and distribution of Subject Vehicles.

12. OBJECTIONS TO SETTLEMENT

12.1 Any Class Member who has not filed a timely written request to Opt Out and who wishes to Object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Class Counsel Fees, or the individual honoraria to Plaintiffs, must deliver to Settlement Class Counsel and to Toyota's Counsel, and file with the Quebec and Ontario Courts, on or before a date ordered by the Quebec and Ontario Courts in the Settlement Approval Orders a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to Quebec Action or Ontario Action; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of the objector's Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) whether the objector intends to appear at the Settlement Approval Hearing on his or her own behalf or through counsel; (f) the identity of all counsel representing the objector who will appear at the Settlement Approval Hearing; (g) a list of all persons who will be called to testify at the Settlement Approval Hearing in support of the objection; and (h) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient). Any documents supporting the objection must also be attached to the objection.

12.2 Any Class Member who files and serves a written objection, as described in the preceding Section 12.1, may appear at the Settlement Approval Hearing, either in person or through personal counsel hired at the objector's expense, to Object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the proposed award of Class Counsel Fees or proposed honoraria to the individual Plaintiffs. Class Members or their lawyers who intend to make an appearance at the Settlement Approval Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Toyota's Counsel, and file said notice with the Quebec and Ontario Courts, on or before a date ordered by the Quebec and Ontario Courts.

12.3 Any Class Member who fails to comply with the provisions of Sections 12.1 and 12.2 above shall waive and forfeit any and all rights he or she may have to appear separately and/or to Object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release and the Settlement Approval Orders in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section. Without limiting the foregoing, any challenge to the Settlement, or Settlement Approval Orders shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack.

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

13. RELEASE AND WAIVER

13.1 The Parties agree to the following release and waiver, which shall take effect upon Final Court Approval.

13.2 In consideration for the covenants, agreements and releases set forth herein and in consideration for the Settlement, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including, but not limited to, their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all Alleged Economic Loss claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind and/or type regarding the subject matter of the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN Inflators, and the Takata Airbag Inflator Recall(s), including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, economic losses of any kind and nature, expert and/or class counsel fees and costs or by multipliers, and any other costs and/or expenses, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, and whether based on federal, provincial or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any province's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, and any and all claims involving the Takata Airbag Inflator Recall(s) that are, or could have been, alleged, asserted or described in any Statement of Claim in any of the Actions or any amendments of the Actions. Notwithstanding the foregoing, Plaintiffs and Class Members are not releasing claims for personal injury, wrongful death, or actual physical property damage arising from an accident involving a Subject Vehicle.

13.3 And for the said consideration, Plaintiffs and Class Members shall not now or hereafter commence, institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any Alleged Economic Loss Claim arising out of or relating to the subject matter of the Actions against any of the Released Parties or any other person who may claim damages and/or contribution or indemnity and/or other relief under the provisions of the *Negligence Act*, R.S.O. 1990, c. N. 1 or other comparable provincial legislation and any amendments thereto, the common law, Quebec civil law, or any other statute, for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature, from one or more of the Released Parties.

13.4 Upon Final Court Approval, and notwithstanding Section 13.2, for any Plaintiffs and Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, Plaintiffs and Class Members do not release the Released Parties but instead covenant and undertake not to make any claim in any way or to threaten, commence,

participate in or continue any proceeding in any jurisdiction against the Released Parties in respect of or in relation to the Released Claims.

13.5 If a Class Member who does not Opt Out commences, files, initiates, institutes, prosecutes or maintains any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

13.6 Notwithstanding the Release set forth in Section 13.2 of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against: (i) Takata and each of its past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, subsidiaries, affiliates, officers, directors, associates, dealers, agents and related companies; and (ii) other than Toyota, all other automotive manufacturers and distributors, and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, subsidiaries, affiliates, officers, directors, associates, dealers, agents and related companies, including but not be limited to, all defendants named in the Actions except for Toyota.

13.7 The Settlement Approval Orders shall obtain a bar order providing for the following:

to the extent such claims are recognized at law, all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Actions, or otherwise, by any and all defendants in the Actions including but not limited to Takata and any and all automotive defendants who do not enter into a settlement agreement in the Actions as part of a broader settlement in connection with this Agreement ("Non-Settling Defendant") or any other Person or party against a Released Party, or by a Released Party against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Class Member who has validly opted out of the Settlement).

13.8 Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, prosecution or maintenance of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the Alleged Economic Loss claims and/or causes of action released through this Settlement.

13.9 In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover Alleged Economic Loss claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Class

Counsel, Plaintiffs and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential Economic Loss claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

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

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

13.12 Plaintiffs, Class Counsel, and any other legal counsel who receive fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

13.13 Pending final approval of this Settlement via issuance by the Ontario Court and Quebec Court of the Settlement Approval Orders, the Parties agree that any and all outstanding pleadings, discovery, deadlines and other pretrial requirements are hereby stayed and suspended as to Toyota. Upon the occurrence of final approval of this Settlement via issuance by the Ontario Court and Quebec Court of the Settlement Approval Orders, the Parties expressly waive any and all such pretrial requirements as to Toyota.

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

13.15 Plaintiffs and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Settlement Approval Orders entered by the Ontario Court and Quebec Court.

14. CLASS COUNSEL FEES AND INDIVIDUAL PLAINTIFF HONORARIA

14.1 The Parties did not discuss the payment of Class Counsel Fees until after the substantive elements of the Settlement Agreement had been agreed upon.

14.2 At the same time as the settlement approval hearings in Ontario and Quebec, Class Counsel will apply to the Ontario Superior Court of Justice and to the Superior Court of Quebec for approval of Class Counsel Fees.

14.3 After agreeing to the principal terms set forth in this Settlement Agreement, Class Counsel and Toyota's Counsel negotiated the amount of Class Counsel Fees, separate and apart from the consideration flowing to the Class. As a result of negotiations, Class Counsel agree to make, and Toyota agrees not to oppose, an application for a fixed, all-inclusive amount representing all expenses, fees and taxes, for Class Counsel Fees Expenses payable with respect to the categories enumerated in this Section, up to a maximum aggregate amount of CAD\$4,095,000. The amount awarded by the Court shall be the limit of liability of Toyota for payment of the costs, expenses, fees and taxes enumerated in this Section and represent the sole amounts paid by Toyota to Class Counsel in the Actions for all work and services incurred that inured to the benefit of the Class.

14.4 Toyota shall pay to Class Counsel the amount awarded by the Courts in relation to the costs, expenses, fees and taxes enumerated in this Section not later than 30 calendar days after Final Court Approval.

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

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

14.7 Class Counsel may ask the Ontario Superior Court of Justice and the Superior Court of Quebec, and Toyota agrees not to oppose, for an award payment of up to CAD\$7,500 to be split amongst the Plaintiffs. The purpose of such awards shall be to compensate the Plaintiffs for efforts undertaken by them on behalf of the Class and/or to compensate and indemnify them for their disbursements and/or legal costs and/or professional fees. Any payment awards made by the

Court shall be paid by Toyota, as directed by the Court, within 30 calendar days of Final Court Approval.

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

15. GENERAL MATTERS AND RESERVATIONS

15.1 Toyota denies and continues to deny each and all of the claims and contentions alleged in the Actions, and denies and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions and/or with respect to the Takata PSAN Inflators and the Takata Airbag Inflator Recall(s). Toyota believes that it has valid and complete defenses to the claims asserted against it in the Actions and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Actions. Toyota has concluded that it is desirable and in the interest of its customers that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

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

- A. Entry by the Ontario Court and Quebec Court of the Authorization/Certification Orders and Settlement Approval Orders, from which the time to appeal has expired or which have remained unmodified after any appeal(s);
- B. The attainment of the Ancillary Orders; and
- C. Any other conditions stated in this Agreement.

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

15.4 Plaintiffs and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained by Plaintiffs in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by Plaintiffs or Class Counsel or

other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

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

15.6 Within 90 days after the Final Court Approval (unless the time is extended by agreement of the Parties), all "Confidential" and "Highly Confidential" documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Toyota or its Counsel to Class Counsel shall be returned to Toyota's Counsel. Alternatively, Class Counsel shall certify to Toyota's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Toyota's Counsel have been destroyed, provided, however, that this Section shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Class Counsel's work product (as to which the confidentiality provisions above shall continue to apply). Six months after the distribution of the Settlement funds to Class Members who submitted Claims, the Settlement Notice and Claims Administrator shall either destroy or return all documents and materials to Toyota and Toyota's Counsel or Class Counsel that produced the documents and materials, except that they shall not destroy any and all Claim Forms, including any and all information and/or documentation submitted by Class Members. Nothing in this Agreement shall affect or alter the terms of any confidentiality order or protective order or other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

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

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

15.9 Class Counsel further represent that Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions or have had the contents of such pleadings described to them; (4) are familiar with the results of the

fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and they have agreed to its terms; (6) have consulted with Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Class Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Ontario Court and Quebec Court at any time determines that said Plaintiffs cannot represent the Class.

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

15.11 Toyota represents and warrants that the individual executing this Agreement is authorized to enter into this Agreement on the behalf of Toyota.

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

15.13 (1) This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the Province of Ontario notwithstanding its conflict of laws provisions.

(2) Notwithstanding Section 15.13(1), for matters relating specifically to the Quebec Action, the Quebec Court, as applicable, shall apply the law of its own jurisdiction.

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

If to Toyota, then to: Peter Howard, phoward@stikeman.com and Samaneh Hosseini, shosseini@stikeman.com.

If to Plaintiffs, then to: Michael Peerless, peerless@mckenzielake.com, Harvey Strosberg, Harvey@strosbergco.com and Jeff Orenstein, jorenstein@clg.org.

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

15.16 The Parties reserve the right, subject to the Ontario Court and/or Quebec Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

15.17 The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the Class or as a waiver by the Released Parties, Plaintiffs or the Class of any applicable privileges, claims or defenses.

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

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

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

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

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

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

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

15.25 Amendments to the Settlement Agreement

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

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

15.26 Construction of Agreement

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

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

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

D. Plaintiffs, Class Members and Class Counsel and Toyota and Counsel for Toyota agree that the intent of this Settlement Agreement is to maximize the breadth of the definition of, and the protection and benefit to, the Released Parties, and that the Settlement

Agreement should be interpreted with the policy of finality of settlements and ending any and all litigation, past, present and future, arising out of or in any way relating to the Released Claims.

15.27 Ongoing Authority

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

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

15.28 Transaction

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

15.29 Communications with Class Members

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

15.30 Confidentiality of and Access to Class Member Information

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

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

15.31 French Translation

A French translation of this Settlement Agreement and all attached Exhibits along with any claim forms, Outreach materials and Class Notices shall be prepared by Toyota, and both versions shall be official and shall have equal weight.

15.32 Canadian Dollars

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

15.33 Publicity

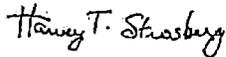
A. The Parties agree that when commenting publicly on the cases settled pursuant to this Settlement Agreement, they shall, among other things:

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

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

3. Decline to comment in a manner that casts the conduct of any Party in a negative light or reveals anything said during the settlement negotiations.

On Behalf of Plaintiff Class:



Harvey T. Strosberg, Q.C.
Strosberg, Sasso, Sutts, LLP



Michael Peerless
McKenzie Lake Lawyers LLP

Jeff Orenstein
Consumer Law Group

On Behalf of Toyota:

Peter F.C. Howard
Stikeman Elliott LLP

15.32 Canadian Dollars

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

15.33 Publicity

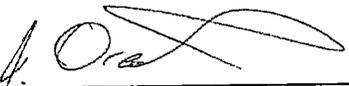
A. The Parties agree that when commenting publicly on the cases settled pursuant to this Settlement Agreement, they shall, among other things:

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

On Behalf of Plaintiff Class:

Harvey T. Strosberg, Q.C.
Strosberg, Sasso, Sutts, LLP

Michael Peerless
McKenzie Lake Lawyers LLP



Jeff Orenstein
Consumer Law Group

On Behalf of Toyota:

Peter F.C. Howard
Stikeman Elliott LLP

15.32 Canadian Dollars

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

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

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

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

3. Decline to comment in a manner that casts the conduct of any Party in a negative light or reveals anything said during the settlement negotiations.

On Behalf of Plaintiff Class:

Harvey T. Strosberg, Q.C.
Strosberg, Sasso, Sutts, LLP

Michael Peerless
McKenzie Lake Lawyers LLP

Jeff Orenstein
Consumer Law Group

On Behalf of Toyota:



Peter F.C. Howard
Stikeman Elliott LLP

Exhibit A

Court File No.: CV-16-543833-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

MONDAY, THE 25TH

)

JUSTICE PERELL

)

DAY OF FEBRUARY, 2019

)

BETWEEN:

JOHN M. MCINTOSH

Plaintiff

- and -

TAKATA CORPORATION, TK HOLDINGS INC., TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR MANUFACTURING CANADA INC., and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

Defendants

**ORDER
(Certification and Notice Approval)**

THIS MOTION, made by the Plaintiff, for an Order certifying this action as a class proceeding for settlement purposes only and approving the form and content of the notices of settlement approval hearing and the method of dissemination of such notices was heard this day on February 25, 2019 at the Court house, Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

ON READING the material filed, including the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the plaintiff and Toyota Motor Corporation, Toyota Motor Manufacturing Canada Inc. and Toyota Motor Manufacturing, Indiana, Inc. (collectively, "Toyota") dated February 9, 2019 (the "Settlement Agreement"), a copy of which is attached as Schedule "A", and on hearing the submissions of Settlement Class Counsel and lawyers for Toyota and on being advised that the parties consent to this Order;

AND ON BEING ADVISED that Crawford Class Action Services consents to being appointed as Settlement Notice and Claims Administrator and Stericycle consents to being appointed Settlement Outreach Administrator for the purposes of the Settlement Agreement;

1. **THIS COURT ORDERS** that, except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ORDERS** that this action is certified as a class proceeding as against Toyota pursuant to section 5 of the *Class Proceedings Act 1992*, solely for settlement purposes and subject to the terms of the Settlement Agreement and the conditions set out therein on behalf of the following National Class:

all persons and entities resident in Canada, excluding Quebec Class Members, who own, owned, lease or leased a Subject Vehicle as listed in Exhibit F to the Settlement Agreement, as of the Takata Airbag Inflator Recall(s) dates, but shall not include: (a) Toyota, their affiliates and affiliates' officers, and directors; their distributors and distributors' officers, and directors; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Class Counsel; (c) counsel for Toyota; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

3. **THIS COURT ORDERS** that John M. McIntosh is appointed as the representative plaintiff for the National Class Members.

4. **THIS COURT ORDERS** this action is certified as a class proceeding on the basis of the following common issue:

"Have the Plaintiff and the National Class Members suffered Alleged Economic Loss arising from the design, manufacture, marketing, sale and distribution of vehicles that contain or contained Takata phase stabilized ammonium nitrate ("PSAN") inflators in their driver or passenger front airbags that have been

recalled or will be recalled or contain a desiccant and that may be subject to a recall by Transport Canada (i.e. the Subject Vehicles) and, if so, what Alleged Economic Loss has been sustained?"

5. **THIS COURT ORDERS** that the form and content of the Notice of the Settlement Approval Hearings, as set forth in Exhibits J (Short-Form Notice) and K (Long Form Notice) to the Settlement Agreement and attached hereto as Schedules "B" and "C" are hereby approved.
6. **THIS COURT ORDERS** that Notice of the Settlement Approval Hearings shall be published and disseminated in accordance with the Notice Plan, as set forth in Exhibit D to the Settlement Agreement and attached hereto as Schedule "D".
7. **THIS COURT ORDERS** that the form and manner of notice as in the Notice Plan as approved herein is the best notice practicable under the circumstances, constitutes sufficient notice to all persons entitled to notice, and satisfies the requirements of notice under sections 17 and 19 of the *Class Proceedings Act*.
8. **THIS COURT ORDERS** that Toyota shall pay the costs associated with the Notice Plan in accordance with the terms of the Settlement Agreement.
9. **THIS COURT ORDERS** that Stericycle is appointed as Settlement Outreach Administrator to implement and administer the Outreach Program and related tasks.
10. **THIS COURT ORDERS** that Crawford Class Action Services is appointed as Settlement Notice and Claims Administrator solely for (i) the coordination and administration of Notice of the Certification Order and Settlement Approval Hearings and related tasks; and (ii) the implementation and administration of the Out-of-Pocket Claims Process.
11. **THIS COURT ORDERS** that in order to implement the Notice Plan, the Settlement Notice and Claims Administrator is permitted to verify the name and address of former and current registered owner of the Subject Vehicles ("Ownership Information") by Vehicle Identification Number from third party entities and/or agencies, including but not limited to

the following: Ministry of Transportation (Ontario), Societe de l'assurance automobile du Quebec, Manitoba Public Insurance and Saskatchewan Government Insurance.

12. **THIS COURT ORDERS** that such third party entities and/or agencies shall provide this Ownership Information to the Settlement Notice and Claims Administrator, and shall keep such Ownership Information safe and secure.

13. **THIS COURT ORDERS** that National Class Members may exclude themselves from this proceeding by mailing a mail a timely written request to Opt Out to the Settlement Notice and Claims Administrator no later than July 5, 2019 (the "Opt Out Deadline").

14. **THIS COURT ORDERS** that all National Class Members who do not validly Opt Out of this proceeding by the Opt Out Deadline shall be bound by the terms of the Settlement Agreement, if it is approved by this Court, and may not opt out of the action in the future.

15. **THIS COURT ORDERS** that any National Class Member who elects to Opt Out of this class action in accordance with the provisions of this Order may not also object to or comment on the Settlement Agreement and any such objection or comments received therefrom shall be deemed withdrawn.

16. **THIS COURT ORDERS** that any National Class Member who Opts Out of this class action in accordance with the provisions of this Order shall not be bound by the Settlement Agreement, shall not be entitled to receive any benefits or compensation in connection with the Settlement Agreement, shall cease to be a putative class member in this action and any limitation periods otherwise applicable to said class member shall be deemed to re-commence running as of the Opt Out Deadline.

17. **THIS COURT ORDERS** that National Class Members who wish to file with the Court an objection or comment on the Settlement must deliver to Settlement Class Counsel and to Toyota's Counsel, and file with the Court, on or before July 5, 2019, a written statement which must include: (a) a heading which refers to the present action; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of the objector's Subject Vehicle(s); (d) all grounds for the

objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) whether the objector intends to appear at the Settlement Approval Hearing on his or her own behalf or through counsel; (f) the identity of all counsel representing the objector who will appear at the Settlement Approval Hearing; (g) a list of all persons who will be called to testify at the Settlement Approval Hearing in support of the objection; and (h) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient) and attach any supporting documents to the objection.

18. **THIS COURT ORDERS** that the motion for approval of the Settlement shall be heard on August 9, 2019 at the Court House, Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5 ("Settlement Approval Hearing").

19. **THIS COURT ORDERS** that the date and time of the Settlement Approval Hearing shall be set forth in the Notice but may be subject to adjournment by the Court without further publication of notice to National Class Members, other than notice of such adjournment which shall be posted on the settlement website.

20. **THIS COURT ORDERS** that this Order is contingent upon a parallel order being made by the Québec Court in the action titled *E. Vitoratos and A. Frey v. Takata Corporation et. al.*, bearing Court File No. 500-06-000723-144, and the terms of this Order shall not be effective unless and until such an order is made by the Québec Court.

21. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order, including certification for settlement purposes and all Opt Out Forms delivered pursuant to this Order, shall be set aside and declared null and void and of no force or effect, without the need for any further order of this Court.

22. **THIS COURT ORDERS** that any party affected by this Order may apply to the Court for further directions.

23. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.



Exhibit B

**SUPERIOR COURT
(Class Action)**

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No: 500-06-000723-144

DATE: ●, 2019

**IN THE PRESENCE OF: THE HONOURABLE JUSTICE STÉPHANE SANSEFAÇON
J.C.S.**

ELENI VITORATOS

and

ANDREA FREY

Petitioners

v,

TAKATA CORPORATION
and
TK HOLDINGS, INC.
and
HIGHLAND INDUSTRIES, INC.
and
HONDA CANADA INC.
and
HONDA MOTOR CO., LTD.
and
TOYOTA CANADA INC.
and
TOYOTA MOTOR CORPORATION
and
**TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA, INC.**

and
SUBARU CANADA INC.
and
FUJI HEAVY INDUSTRIES, LTD.
and
BMW CANADA INC./BMW GROUP CANADA
and
BMW OF NORTH AMERICAN, LLC
and
BMW MANUFACTURING CO. LLC
and
BMW AG
and
NISSAN CANADA INC.
and
NISSAN NORTH AMERICA INC.
and
NISSAN MOTOR CO. LTD.
and
MAZDA CANADA INC.
and
MAZDA MOTOR CORPORATION
and
FORD MOTOR COMPANY OF CANADA LIMITED
and
FORD MOTOR COMPANY
and
GENERAL MOTORS OF CANADA LIMITED
and
GENERAL MOTORS CORPORATION
and
CHRYSLER CANADA INC.
and
FCA US LLC
and
MITSUBISHI CANADA LIMITED
and
MITSUBISHI INTERNATIONAL CORPORATION

Respondents

JUDGMENT

[1] **CONSIDERING** the motion for authorization of a class action for settlement purposes only as against Toyota Canada Inc., Toyota Motor Corporation and Toyota Motor Engineering & Manufacturing North America, Inc., Subaru Canada Inc., Fuji Heavy Industries, Ltd. (currently known as “Subaru Corporation”), Mazda Canada Inc. and Mazda Motor Corporation (collectively, the “Settling Respondents”) and for approval of the notices of authorization and settlement approval hearing and approving the method of dissemination of such notices;

[2] **CONSIDERING** the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the petitioners and Toyota Canada Inc., Toyota Motor Corporation and Toyota Motor Engineering & Manufacturing North America, Inc., dated February ●, 2019 (the “Toyota Settlement Agreement”), the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the petitioners and Subaru Canada Inc., Fuji Heavy Industries, Ltd. (currently known as “Subaru Corporation”) and Subaru of Indiana Automotive, Inc. dated February ●, 2019 (the “Subaru Settlement Agreement”), and the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the petitioners Mazda Canada Inc. and Mazda Motor Corporation dated February ●, 2019 (the “Mazda Settlement Agreement”) (collectively, the “Settlement Agreements”);

[3] **CONSIDERING** article 590 C.C.P;

[4] **CONSIDERING** the submissions of counsel for the petitioners and counsel for the Settling Respondents;

[5] **CONSIDERING** that the Settling Respondents consent to this judgment;

FOR THESE REASONS, THE COURT:

[6] **GRANTS** the present application;

[7] **ORDERS** that for the purposes of this judgment, except to the extent they are modified by this Order, the definitions set out in the Settlement Agreements apply to and are incorporated by reference;

[8] **AUTHORIZES** the bringing of a class action in Québec solely as against the Settling Respondents for settlement purposes only, subject to the terms of the Settlement Agreements;

[9] **APPOINTS** Eleni Vitoratos and Andrea Frey as the representatives of the following classes:

Québec Class Members (Toyota Settlement Agreement)

all persons, entities, or organizations resident in Québec who own, owned, lease or leased a Subject Vehicle (listed in Exhibit F to the Toyota Settlement Agreement) in Québec, as of the Takata Airbag Inflator Recall(s) dates, other than (a) Toyota, their affiliates and affiliates’ officers, and directors; their distributors and distributors’ officers, and directors; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Class Counsel; (c) counsel for Toyota; and (d) persons

or entities who or which timely and properly exclude themselves from the Class;

Québec Class Members (Subaru Settlement Agreement)

all persons, entities, or organizations resident in Québec who own, owned, lease or leased a Subject Vehicle (listed in Exhibit F to the Subaru Settlement Agreement) in Québec, as of the Takata Airbag Inflator Recall(s) dates, other than (a) Subaru, their affiliates and affiliates' officers, and directors; their distributors and distributors' officers, and directors; Subaru Dealers and Subaru Dealers' officers and directors; (b) Class Counsel; (c) counsel for Subaru; and (d) persons or entities who or which timely and properly exclude themselves from the Class;

Québec Class Members (Mazda Settlement Agreement)

all persons, entities, or organizations resident in Québec who own, owned, lease or leased a Subject Vehicle (listed in Exhibit F to the Mazda Settlement Agreement) in Québec, as of the Takata Airbag Inflator Recall(s) dates, other than (a) Mazda, their affiliates and affiliates' officers, and directors; their distributors and distributors' officers, and directors; and Mazda Dealers and Mazda Dealers' officers and directors; (b) Class Counsel; (c) counsel for Mazda; and (d) persons or entities who or which timely and properly exclude themselves from the Class;

[10] **IDENTIFIES**, for the purposes of settlement, the common issue as follows:

“Have the petitioners and the Québec Class Members suffered Alleged Economic Loss arising from the design, manufacture, marketing, sale and distribution of Subject Vehicles listed in Exhibit F of each of the Settlement Agreements and, if so, what Alleged Economic Loss has been sustained?”

[11] **ORDERS** that the Settlement Approval Hearing in Québec is to be held on August ●, 2019 at ● (time) at the Montreal Courthouse, 1 Notre-Dame Street East (“Québec Approval Hearing”), at which time this Court will be asked to decide:

- a) whether to approve the Settlement Agreements as fair, reasonable and in the best interests of the Québec Class Members;
- b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted; and
- c) any other matters as the Court may deem appropriate;

[12] **DECLARES** that the Settlement Agreements, including exhibits, are an integral part of this judgment;

[13] **APPROVES** the form and content of the Notice of the Settlement Approval Hearings, in the form attached hereto as Exhibit A (short-form) and Exhibit B (long-form);

[14] **ORDERS** the publication of Notice in conformity with the Notice Plan, as attached hereto as Exhibit C;

[15] **ORDERS** that the Settling Respondents, shall, subject to the terms of the Settlement Agreements, pay the costs associated with the Notice Plan;

[16] **ORDERS** that in order to implement the Notice Plan, the Settlement Notice and Claims Administrator is permitted to verify the name and address of former and current registered owner of the Subject Vehicles ("Ownership Information") by Vehicle Identification Number from third party entities and/or agencies, including but not limited to the following: Ministry of Transportation (Ontario), Societe de l'assurance automobile du Québec, Manitoba Public Insurance and Saskatchewan Government Insurance.

[17] **ORDERS** that such third party entities and/or agencies shall provide this Ownership Information to the Settlement Notice and Claims Administrator, and shall keep such Ownership Information safe and secure.

[18] **ORDERS** that the GM Entities (as described in the Subaru Settlement Agreement), provide to the Settlement Notice and Claims Administrator, as may be requested, the names, contact information and any other information by Vehicle Identification Number for its customers that owned or leased the Saab Vehicles (as described in the Subaru Settlement Agreement) that may be affected by this proposed class action and settlement, for the purpose of providing direct notice to the Class of the proposed settlement.

[19] **ORDERS** that the date and time of the Québec Approval Hearing shall be set forth in the Notice of the Settlement Approval Hearings, but shall be subject to adjournment by the Court without further notice to the Québec Class Members other than that which may be posted at the settlement website maintained by the Claims Administrator;

[20] **DESIGNATES** Stericycle as Settlement Outreach Administrator to implement and administer the Outreach Program;

[21] **DESIGNATES** Crawford Class Action Services as Settlement Notice and Claims Administrator solely for (i) the coordination and administration of Notice of the Authorization Order and Settlement Approval Hearings and related tasks; and (ii) the implementation and administration of the Out-of-Pocket Claims Process;

[22] **DETERMINES** that Québec Class Members may exclude themselves from this proceeding by mailing a timely written request to Opt Out to the Settlement Notice and Claims Administrator no later than July 5, 2019 (the "Opt Out Deadline");

[23] **ORDERS** that all Québec Class Members who do not validly Opt Out of this proceeding by the Opt Out Deadline shall be bound by the terms of the Settlement Agreements, if approved by this Court, and may not opt out of the action in the future;

[24] **ORDERS** that any Québec Class Member who elects to opt out of this class action in accordance with the provisions of this Order may not also object to or comment on the Settlement Agreements and any such objection or comments received therefrom shall be deemed withdrawn;

[25] **ORDERS** that any Québec Class Member who Opts Out of this class action in accordance with the provisions of this Order shall not be bound by the Settlement Agreements, shall not be entitled to receive any benefits or compensation in connection with the Settlement Agreements, shall cease to be a putative class member in this action and any limitation periods otherwise applicable to said class member shall be deemed to re-commence running as of the Opt Out Deadline;

[26] **ORDERS** that Québec Class Members who wish to file with the Court an objection or comment on the Settlement must deliver to Settlement Class Counsel and to the Settling Respondents' Counsel, and file with the Court, on or before July 5, 2019 a written statement which must include: (a) a heading which refers to the present action; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of the objector's Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) whether the objector intends to appear at the Settlement Approval Hearing on his or her own behalf or through counsel; (f) the identity of all counsel representing the objector who will appear at the Settlement Approval Hearing; (g) a list of all persons who will be called to testify at the Settlement Approval Hearing in support of the objection; and (h) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient) and attach any supporting documents to the objection;

[27] **ORDERS** that if the Settlement Agreements are not approved, are terminated in accordance with their terms or otherwise fail to take effect for any reason, this Order, including authorization for settlement purposes and all Opt Out Forms delivered pursuant to this Order, shall be set aside and declared null and void and of no force or effect, without the need for any further order of this Court;

[28] **ORDERS** that any party affected by this Order may apply to the Court for further directions;

[29] **DECLARES** that in the event of a conflict between this Order and the terms of the Settlement Agreements, this Order shall prevail;

[30] **THE WHOLE** without costs.

Mtre. Andrea Grass
CONSUMER LAW GROUP INC.
Attorneys for Petitioner

Me Yves Martineau
STIKEMAN ELLIOTT
Attorney for Toyota Canada Inc.,
Toyota Motor Engineering & Manufacturing North America Inc.

Me Margaret Weltrowska
DENTONS CANADA
Attorneys for Subaru Canada Inc. and
Fuji Heavy Industries, Ltd.

Me Frédéric Paré
Me Frédéric Pierrestiger
STIKEMAN ELLIOTT
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and Mazda Motor Corporation

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Me Sidney Elbaz
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Attorneys for Mitsubishi Motor Sales of Canada Inc.,
Mitsubishi Motors North America. Inc., and
Mitsubishi Motors Corporation

Respondents' attorneys

Hearing date: ●, 2019

Exhibit C

Claims Review Protocol

This Claims Review Protocol (the "Protocol") is part of the Settlement Agreement ("Agreement") and shall be used by the Settlement Notice and Claims Administrator to review, address, implement, and process the Out-of-Pocket Claims submitted pursuant to the Agreement and otherwise implement the terms of the Out-of-Pocket Claims Process in Section 8.3 of the Agreement. All capitalized terms used in this Protocol shall have the same meaning given them in the Agreement. Where a term is defined in both the Settlement Agreement and this Protocol, the definition in this Protocol shall govern.

1. Locating, Obtaining, and Addressing Claim Forms

- (a) The Settlement Notice and Claims Administrator shall establish and maintain a Settlement website that shall be easily accessible through commonly used Internet Service Providers for the submission of claims. The Internet website shall be designed to permit Class Members to readily and easily submit Claim Forms and will inform Class Members of the terms of the Agreement, their rights, dates and deadlines and related information. The Settlement website shall be maintained continuously until the end of the Claim Period.
- (b) The Settlement Notice and Claims Administrator shall be responsible for receiving and processing requests for Claim Forms and for promptly delivering Claim Forms to the Class Members who request them.
- (c) The Claim Form shall be available as part of the Long Form Notice that is requested to be mailed, on the Settlement website, or by contacting by telephone or by mail or other similar delivery service the Settlement Notice and Claims Administrator. The Claim Form on the Settlement website, and the hard copy Claim Form shall be identical in content, although they may be formatted for ease of completion on the Settlement website. The site address shall be identified in the Notice.
- (d) Class Members may submit a Claim to the Settlement Notice and Claims Administrator during the Claim Period. As part of the Out-of-Pocket Claims Process, Class Members shall be eligible for the relief provided in the Agreement, provided Class Members fully complete and timely submit the Claim Form to the Settlement Notice and Claims Administrator within the Claim Period, subject to the terms herein and in the Agreement.
- (e) Claim Forms can be completed and submitted online through a link on the Settlement website or on hardcopy Claim Forms that can be requested from the Settlement Notice and Claims Administrator.
- (f) The Settlement Notice and Claims Administrator shall use the toll-free telephone number set up for the Settlement that will provide claims-related information to

Class Members using a live operator. Class Members shall have the option to speak with a live operator who speaks English or French.

- (g) Class Members can contact the Settlement Notice and Claims Administrator or Class Counsel, at no charge, with questions about how to complete a Claim Form.

2. Claim Form Review, Processing and Payment

- (a) The Settlement Notice and Claims Administrator shall process all claims in a cost-effective and timely manner, and in accordance with the terms of the Agreement, this Protocol, and orders of the Ontario Court and the Quebec Court.
- (b) A Class Member shall be eligible to submit a Claim pursuant to the Out-of-Pocket Claims Process during the Claim Period if he/she/it:
 - (i) has not opted out of the Settlement; and
 - (ii) submits a timely and valid Claim Form in accordance with the terms of the Agreement, this Protocol and orders of the Ontario Court and the Quebec Court; and
 - (A) had the Recall Remedy performed on a Subject Vehicle as of the Final Court Approval, OR
 - (B) after April 11, 2013, and before the Final Court Approval, sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall prior to Final Court Approval, OR
 - (C) brings a Subject Vehicle to a Toyota Dealer to have the Recall Remedy performed after the Final Court Approval.
- (c) In respect of each Class Member who has filed a Claim pursuant to the terms of the Agreement, the Settlement Notice and Claims Administrator shall:
 - (i) decide whether the Class Member is eligible to receive settlement benefits payable out of the Settlement Fund in accordance with the Settlement Agreement, orders of the Ontario Court and the Quebec Court and this Protocol;
 - (ii) verify the Class Member's expenses related to the Takata Airbag Inflator Recalls;
 - (iii) validate the settlement amount, if any, payable to the Class Member for his/her/its submitted Claim Form; and
 - (iv) address with the Parties any disputes regarding whether a Class Member's Claim is payable from the Settlement Fund.

- (d) The Settlement Notice and Claims Administrator shall begin the Out-of-Pocket Claims Process so that it is completed within the time period specified in Section 2.8 of the Agreement. Class Members must submit their Claims so that they are postmarked or submitted on line no later than the end of the Claim Period.
- (e) The Settlement Notice and Claims Administrator shall gather, review, prepare, and address the Claim Forms received pursuant to the Out-of-Pocket Claims Process and the Agreement. For those Claims that are reasonably complete, the Settlement Notice and Claims Administrator shall review them for validity and shall: (1) report to Settlement Class Counsel and Toyota's Counsel the particulars of the proposed distribution to each eligible Class Member and (2) make arrangements to pay approved Claims.
 - (i) The Settlement Notice and Claims Administrator shall determine if the information on the Claim Form is reasonably complete, including, but not limited to, the submission of any receipts or other materials evidencing the payment to support the statements made on the Claims.
 - (ii) For those Claims that are not reasonably complete, the Settlement Notice and Claims Administrator shall request that the Class Member submit a receipt demonstrating reasonable expenses related to the Takata Airbag Inflator Recalls during the Class Period. The eligible Class Member shall have forty-five (45) days from the date of the postmarked letter sent by the Settlement Notice and Claims Administrator or electronic communication to respond to the request from the Settlement Notice and Claims Administrator and the eligible Class Member shall be so advised. Failure to timely or fully respond to a deficiency letter/electronic communication from the Settlement Notice and Claims Administrator may result in a reduction or denial of the Class Member's Claim.
 - (A) In the event the eligible Class Member timely provides the requested information and/or documentation and there are no other deficiencies, the Settlement Notice and Claims Administrator shall review and validate the Claim.
 - (B) In the event the eligible Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Notice and Claims Administrator shall send the eligible Class Member a letter or electronic communication stating that the Claim has been reduced or rejected. The Class Member shall have twenty (20) days to file a request for a review of the reduced or rejected Claim by the Parties, subject to Section 2(vii), below.
 - (iii) A deficiency shall not include missing the claims filing deadline. The Settlement Notice and Claims Administrator shall not accept Claims postmarked or electronically submitted after the Claims Period.

- (iv) The approved Claim shall be processed for payment by the Settlement Notice and Claims Administrator. As specified in Section 10 of the Agreement, the Settlement Notice and Claims Administrator shall pay the approved Claims, submitted pursuant to the Out-of-Pocket Claims Process, from the Settlement Fund.
 - a) The Settlement Notice and Claims Administrator shall pay the eligible Class Members, provided that sufficient information is provided on the Claim Form to enable the mailing of the settlement payment to the eligible Class Member.
 - b) If there is not sufficient information to mail a check to the eligible Class Member, the Settlement Notice and Claims Administrator shall use reasonable methods to: (i) seek to contact the eligible Class Member to provide an address of where to mail the settlement cheque; or (ii) find an updated address, if the cheque is returned as undeliverable.
- (v) If a Claim Form requires further information, the Settlement Notice and Claims Administrator may request new or additional supporting documentation from the Class Member. The Settlement Notice and Claims Administrator shall promptly mail a letter or send an electronic communication that advises the eligible Class Member of the reason(s) why the Claim Form was contested and any and all additional information and/or documentation, to validate the Claim and have it submitted for payment. The additional information and/or documentation can include, for example:
 - a. For reasonable rental car, or other alternate transportation expenses, necessarily incurred and directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy incurred prior to the Class Notice date but after the Takata Airbag Inflator Recalls date(s) – receipt(s) from a rental car company or an alternative transportation company (e.g. mass transit, Uber, Lyft or a similar service or a taxi service) evidencing the use of and the Class Member’s payment of such services on the day and the approximate time period of performance of the Recall Remedy;
 - b. reasonable towing charges to a Toyota Dealer for completion of the Recall Remedy incurred prior to the Class Notice date but after the Takata Airbag Inflator Recalls date(s) – receipt(s) from a towing company or vehicle moving company evidencing the use of and the

Class Member's payment of such services to the Toyota Dealer on the day and the approximate time period of performance of the Recall Remedy;

- c. reasonable childcare expenses necessarily incurred and directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy incurred prior to the Class Notice date but after the Takata Airbag Inflator Recalls date(s) – notarized and signed statement(s) from the person or entity providing childcare services or a receipt from a childcare service stating the date and time period for which such childcare services were rendered as well as the cost of the services;
- d. reasonable out-of-pocket costs necessarily incurred and directly associated with repairing driver or passenger front airbags containing Takata PSAN inflators and incurred prior to the Class Notice date but after the Takata Airbag Inflator Recalls date(s) – a notarized and signed statement from the Class Member providing an explanation of when, why and where the out-of-pocket cost was incurred, as well as a receipt evidencing the amount of the expense and providing a description of the exact nature of the expense that is close in time to the approximate time period of performance of the Recall Remedy; and
- e. reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy.
 - i. For all such claims for lost wages that were necessarily incurred following implementation of the Class Notice, the Class Member must provide documentation evidencing that the Class Member communicated to the Settlement Notice and Claims Administrator and/or a Toyota Dealer with his or her availability within the Toyota Dealer's normal business hours and relating to the performance of the Recall Remedy. A claim for lost wages incurred after implementation of the Class Notice must include documentation from the Toyota Dealer(s) indicating that the request could not be accommodated; and

- ii. For all lost wages claims, the Class Member must provide (a) a written statement or internal record(s) from the Class Member's employer or accountant on official letterhead that the Class Member is paid hourly and providing the actual amount of wages lost directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy, (b) if the Class Member is self-employed, a notarized and signed statement explaining the claimed lost wages and providing the actual amount of wages lost directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy; or (c) other written documentation sufficient to demonstrate lost wages and the actual amount of wages lost directly associated with the drop off and/or pickup of his/her Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy.
- (vi) The eligible Class Member shall have forty-five (45) days from the date of the postmarked letter or electronic communication sent by the Settlement Notice and Claims Administrator to respond to the request from the Settlement Notice and Claims Administrator and the eligible Class Member shall be so advised.
- (vii) If the Claim is rejected for payment, in whole or in part, the Settlement Notice and Claims Administrator shall notify Class Counsel and Toyota's Counsel of said rejection of Class Member's Claim and the reason(s) why said Claim was rejected. The decision of the Settlement Notice and Claims Administrator shall be final, provided however, that Class Counsel and Toyota's Counsel may meet and confer in an attempt to resolve these denied Claims. If Class Counsel and Toyota jointly recommend payment of the Claims or payment of a reduced claim amount, then Toyota's Counsel shall inform the Settlement Notice and Claims Administrator, who shall instruct Toyota to pay said Claims. If Class Counsel and Toyota's Counsel disagree, then Class Counsel may petition the Court that has jurisdiction over the disputed Class Member's Claim for a final decision over the disputed Class Member's Claim.
- (f) No eligible Class Member may submit more than one Claim Form for each Subject Vehicle owned by the Class Member, and two or more eligible Class Members may not submit Claim Forms for all or part of the same Subject Vehicle. The Settlement Notice and Claims Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same eligible Class Member

("Duplicative Claims"). The Settlement Notice and Claims Administrator shall determine whether there are any Duplicative Claims, if necessary by contacting the eligible Class Member(s) or their counsel. The Settlement Notice and Claims Administrator shall designate any such Duplicative Claims as rejected Claims to the extent they allege the same damages or allege damages on behalf of the same eligible Class Member.

- (g) The Settlement Notice and Claims Administrator shall implement measures to prevent and detect fraudulent claims. The Settlement Notice and Claims Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Out-of-Pocket Claims Process, including in its discretion may examine and verify a random sample of Claims to prevent fraud and abuse and take other steps to prevent fraud and abuse. The Settlement Notice and Claims Administrator may, in its discretion, deny in whole or in part any Claim to prevent actual or possible fraud or abuse.
- (h) The Claim Form shall advise Class Members that, upon request, the Settlement Notice and Claims Administrator has the right to request verification of the reasonable expenses related to the Takata Airbag Inflator Recalls, including, but not limited to, receipt(s) or other documentation demonstrating the out-of-pocket costs associated with the Takata Airbag Inflator Recall. If the Class Member does not timely comply and/or is unable to produce documents to substantiate and/or verify the information on the Claim Form and the Claim is otherwise not approved, the Claim may be reduced or rejected.
- (i) By agreement of the Parties, the Parties can instruct the Settlement Notice and Claims Administrator to take whatever steps they deem appropriate to preserve the Settlement Fund to further the purposes of the Agreement if the Settlement Notice and Claims Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse.
 - (i) The Settlement Notice and Claims Administrator can elect to audit any other Claim where the Settlement Class Member has relied in whole or in part on its own records.
- (j) The Settlement Notice and Claims Administrator shall provide periodic reports to Class Counsel and Toyota's Counsel regarding the implementation of the Agreement and this Claims Review Protocol.
- (k) The Settlement Notice and Claims Administrator shall keep a clear and careful record of all communications with eligible Class Members, all Claims decisions, all expenses, and all tasks performed in administering the Out-of-Pocket Claims Process.

- (l) The Settlement Notice and Claims Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Notice and Claims Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Toyota.

3. Payment of Approved Claims

- (a) The first set of reimbursements to eligible Class Members who have Claims approved shall be made on a rolling basis by the Settlement Notice and Claims Administrator, who shall use best efforts to make the first set of reimbursements 90 days after the Final Court Approval.
- (b) All settlement benefits will be calculated in Canadian currency.

4. General Provisions

- (a) The Settlement Notice and Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of the Agreement and this Claims Review Protocol, consistent with the orders issued by the Ontario Court and the Quebec Court.
- (b) All information received from the Class Members collected, used and retained by the Settlement Notice and Claims Administrator for the purposes of administering the Settlement Agreement, including evaluating the Class Member's eligibility status under the Agreement is protected under the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 (PIPEDA). The information provided by the Class Members is strictly private and confidential and will not be disclosed without the prior express written consent of the Class Member, except in accordance with the Agreement, orders of the Court, and/or this Claims Review Protocol.



EXHIBIT D

NOTICE PLAN

When developing the Notice Program, it was determined that the most practicable way to reach Class Members was through a multifaceted approach, engineered through a combination of direct and indirect noticing.

Throughout the Notice Program, Crawford will continuously monitor the effectiveness of the program and make cost-effective counsel-approved adjustments as appropriate in order to maximize reach with the lowest cost.

The elements in each phase of this multilayered and comprehensive Notice Program are outlined below.

Direct Noticing:

We understand from Toyota's Counsel that there are approximately 1.1 million Subject Vehicles that are potentially affected for which Toyota has mailing addresses and/or Vehicle Identification Numbers ("VINs").

1. Utilizing the data provided by Toyota, Crawford will initially mail the Notice in the form of a bilingual black and white English/French 6" x 9" postcard to those individuals for whom Toyota Canada has a mailing address. This will be done within 30 calendar days of Court approval and receipt of approved Notice for distribution.

Prior to mailing, all identified mailing addresses will first be checked against the National Change of Address ("NCOA") registry maintained by Canada Post and the Notice will be sent to the verified mailing address via Canada Post regular ground mail.

Regular ground mail Notices returned as undeliverable will be returned to the Settlement Administrator, tracked, and the returned mail address data will be run through a second third party address search hosted by the Insurance Bureau of Canada ("ISB"). If new address data is discovered, the Notice will be promptly re-mailed.

2. Crawford will further utilize the data provided by Toyota to identify additional former and/or current owners of the Subject Vehicles by providing certain provinces with Toyota's VIN data and the provinces will be required by Court Order to provide Ownership Information (including mailing addresses) associated with those VINs back to the Administrator. Data will be exchanged between the two entities securely.

Prior to submitting this Notice Plan, we contacted the various provinces and determined that four (4) of them are equipped to be able to comply with the proposed Court Order. Those offices are located in



EXHIBIT D

Manitoba, Ontario, Quebec, and Saskatchewan. All others are unable to do so and noticing to potential class members in the other provinces will be addressed through Indirect Noticing discussed below. Based on previous experience on similar cases, the VIN searches through the four provinces above could yield a substantial number of additional addresses increasing the projected class size to 1.3 million.

Upon receipt of the additional addresses from the provinces, the same procedure as detailed above for updating the mailing information will be followed and Notices will be sent to the supplementary owners in a staggered dissemination upon receipt of the data from the third party entities, which may take up to 30 calendar days to receive from each entity.

Indirect Notice:

To supplement the direct Notice component of the Notice Program, Crawford designed the indirect noticing component to reach Class Members who do not receive the Notice by mail. Beginning approximately 30 calendar days following Court approval and receipt of approved publication content, Crawford will commence the publication component of the Notice Program.

Print Media:

The Short Form Notice will be published in English or French as indicated in the table below in a Saturday edition of the following papers in a ¼ page format (or equivalent ad unit size). Where a Saturday publication is not offered, the closest date thereto will be utilized.

Publication	Language	Size	Insertions	Circulation	Run Date
<i>The National Post</i>	English	1/4 Page b/w or ad unit equivalent	1	157,211	Within 30 calendar days after Court approval and receipt of approval of notice documents.
<i>The Globe & Mail</i>	English		1	358,376	
<i>Vancouver Sun</i>	English		1	99,458	
<i>The Province (Vancouver)</i>	English		1	79,152	
<i>The Times Colonist (Victoria)</i>	English		1	52,571	
<i>Calgary Herald</i>	English		1	59,994	
<i>Edmonton Journal</i>	English		1	62,621	
<i>Montreal Gazette</i>	English		1	57,094	
<i>La Presse+ (Digital/Tablet Only)</i>	French		1	270,861	
<i>Le Journal de Montreal</i>	French		1	189,295	
<i>Le Journal de Quebec</i>	French		1	93,634	
<i>St. John Telegraph Journal</i>	English		1	21,901	
<i>Moncton Times Transcript</i>	English		1	22,589	
<i>Fredericton Daily Gleaner</i>	English		1	12,818	
<i>The Chronicle Herald (Nova Scotia)</i>	English		1	61,641	
<i>The Guardian (PEI)</i>	English		1	12,775	
<i>The Journal Pioneer (PEI)</i>	English		1	4,199	
<i>The Telegram (NL)</i>	English		1	17,728	
<i>NWT News North</i>	English		1	5,923	
<i>Nunavut News North</i>	English		1	5,128	
<i>Yukon News</i>	English	1	4,902		
<i>Whitehorse Daily Star</i>	English	1	1,189		



EXHIBIT D

Digital Paid Banner Advertisements:

Internet advertising has become a standard component in legal notice programs. The Internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. Accordingly, Crawford will run banner ads on select websites where Class Members may visit regularly, and utilize networks based on cost efficiency, timing, and their contribution to the overall reach of the target. Banner advertisements are image-based graphic displays available on desktops and mobile devices. These ads are used in legal noticing to notify people of a settlement relevant to them. The text of the banner advertisements will allow users to identify themselves as potential class members and directly link them to the Settlement Website for more information.

The banner advertisements will begin approximately 30 calendar days following Court approval and approval of advertisement content and will run for approximately 31 days with a link directly to the Settlement Website. The Notice Program will include banner advertising on Google (DoubleClick), Sizmek and Yahoo Audience Network as well as social media advertising on Facebook and Twitter. The ads have the opportunity to run on thousands of websites including: Yahoo.ca, HGTV.ca, Canada.com, TorontoSun.com, Lapresse.ca, and many more. Ads will run in both English and French.

Ads will run across Facebook and Twitter, top social networking sites in Canada. Ads will run in both English and French on Facebook and in English on Twitter.

Press Release in English and French:

A press release will be distributed approximately 30 calendar days following Court approval and approval of press release content and will be released over the Canadian Comprehensive English Network and Canadian Comprehensive French Network. The release would be issued broadly to a network of over 2,400 major media, industry, trade, regional and sector websites. In addition, all news releases and multimedia are posted to the newswire.ca website, which receives the highest number of Canadian monthly unique visitors and referred search traffic in the industry.

Settlement Website:

The Notice Program includes an official website (www.autoairbagsettlement.ca) that will inform Class Members of the terms of the Settlement Agreement, their rights, dates, and deadlines and related information. The Settlement Website will offer on-line claims registration, contain additional information and important Court documents, such as the Settlement Agreement. The Settlement Website and the materials included therein will be posted and printed in both English and French. The website will be available to the public following the Court approval.



EXHIBIT D

Canadian Toll-Free Number:

Call Centres will be located in both Waterloo and Ottawa Ontario to respond to both English and French speaking class members who may call to request that, among other things, a Notice be sent to them. The call centres will operate Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern time excluding statutory holidays. All French speaking agents are French Canadians fluent in Quebecois French.

CONCLUSION:

The Notice Program and content of the Notices are adequate and reasonable under the circumstances. It is consistent with the standards employed by Crawford in notification programs designed to reach class members. This method of focused notice dissemination is a reasonable and targeted approach to provide effective notice in this case. This methodology ensures an appropriate standard of individual notice to Class Members and is the best notice practicable under the circumstances, including individual notice to all members of the class who can be identified through reasonable effort.

Exhibit E

Outreach Program Protocol for Non-Desiccated Takata PSAN Inflators

This Outreach Program Protocol (“Protocol”) is part of the Settlement Agreement (“Agreement”) and shall be used by the Parties to implement and administer the Outreach Program pursuant to the Agreement. All capitalized terms used in this Protocol shall have the same meaning given them in the Agreement. Where a term is defined in both the Agreement and this Protocol, the definition in this Protocol shall govern.

The goal of the Outreach Program Protocol is to accelerate the current repair completion rate in Canada through the use of a multi-tiered, multi-media and multi-occurrence plan that will run for the duration of the Outreach Program stated below.

- Target Group and Creation of a Database: For Class Members who have: (i) not yet had any outreach separately undertaken by Toyota with respect to their Subject Vehicle; and/or (ii) not yet had the Recall Remedy performed on their Subject Vehicles (“Eligible Class Members”).
 - Creation of a database for VIN tracking of all outreach efforts, including
 - Outreach type;
 - Outreach attempts; and
 - Outreach success.
 - The database will be populated by information from Toyota and third party sources.
 - The plan is to create a data set that is robust and augmented for successful outreach activities.
 - There will be a periodic assessment of which Eligible Class Members have had the Recall Remedy performed on the Subject Vehicles.
 - For those that have had the Recall Remedy performed, they will be removed from further outreach attempts.
 - There will be a periodic assessment of which Subject Vehicles have been scrapped, stolen or exported.
 - For those that are in this category, they will be removed from further outreach attempts.
 - Coordination with dealers to ensure parts availability.
- The types of outreach are:

- Postcard and letter mailings;
 - First-class mailings;
 - Use of tiered mailings (lower to higher levels of urgency from the initial to the subsequent mailings);
 - Use of templates;
 - Contains language designed to facilitate communications with dealers for prompt and efficient repair scheduling (call to action), including:
 - tailored language for target audience,
 - prominent headlines,
 - language like “Urgent Safety Recall” or the like,
 - emphasis on “free repair,”
 - toll-free phone number, and
 - clear messaging and graphics;
- E-mails - similar to postcard and letter mailings;
- Outbound automated/live phone calls;
 - Use of a private contact center to promote repairs, answer caller questions and inquiries and coordinate with Toyota to use standard and approved responses and with Toyota Dealers to make appointments.
 - Survey questionnaires for live operators to facilitate Recall Remedy performance.
- SMS contacts – more direct and limited in information.
- Materials will be in both English and French, where warranted.
- These types of outreach are subject to the information available on each Class Member and/or their Subject Vehicle to conduct the Outreach Program.
- The number of contacts are as follows, subject to available information:

- Mailers - up to 2.5 attempts per VIN on average;
- Mailers plus E-mails - up to 9 attempts per VIN;
- Mailers plus Automated Calls and Live calls - up to 9 attempts per VIN;
and
- Mailers plus E-mails, Automated Calls, Live Calls and SMS (as local laws allow) - up to 15 attempts per VIN.

EXHIBIT F**SUBJECT VEHICLES**

Make	Model	Years	Make	Model	Years
Lexus	ES350	2007-2012	Toyota	Corolla iM	2017-2018
Lexus	GX460	2010-2017	Toyota	Corolla	2003-2019
Lexus	IS	2006-2013	Toyota	Matrix	2003-2014
Lexus	IS250C/350C	2010-2015	Toyota	RAV4	2004-2005
Lexus	IS-F	2008-2014	Toyota	Sequoia	2002-2007
Lexus	LF-A	2012	Toyota	Sienna	2011-2014
Lexus	SC430	2002-2010	Toyota	Tundra	2003-2006
Lexus	IS200T/300/ 350	2016-2019	Toyota	Yaris (HB)	2006-2011
Lexus	IS250/350	2006-2009, 2014-2015	Toyota	Yaris (Sedan)	2007-2012
Lexus	RC-F/350/300/ 200T	2015-2019	Toyota	4Runner	2010-2017
Scion	XB	2011-2015	Scion	iM	2016

Exhibit G

Court File No.: CV-16-543833-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE Perell) DAY OF _____, 2019
BETWEEN:

JOHN M. MCINTOSH
Plaintiff

- and -

TAKATA CORPORATION, TK HOLDINGS INC., TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR MANUFACTURING CANADA INC., and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.
Defendants

**ORDER
(Settlement Approval)**

THIS MOTION, made by the plaintiff, for an Order approving the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the plaintiff and Toyota Motor Corporation, Toyota Motor Manufacturing Canada Inc. and Toyota Motor Manufacturing, Indiana, Inc. (collectively, "Toyota") dated February ●, 2019 (the "Settlement Agreement"), a copy of which is attached as Schedule "A", and for an Order approving class counsel fees and expenses was heard this day on ●, 2019 at the Court house, Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

ON READING the material filed, including the Settlement Agreement, and on hearing the submissions of Settlement Class Counsel and lawyers for Toyota,

AND ON BEING ADVISED that Crawford Class Action Services consents to being appointed as Settlement Notice and Claims Administrator and Stericycle consents to being appointed Settlement Outreach Administrator for the purposes of the Settlement Agreement;

1. **THIS COURT ORDERS AND DECLARES** that, except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT DECLARES** that the Settlement Agreement (with its Exhibits) is fair, reasonable and in the best interests of the National Class Members.
3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29(2) of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.
4. **THIS COURT ORDERS** that the Settlement Relief set forth in the Settlement Agreement be provided in full satisfaction of the obligations of Toyota under the Settlement Agreement.
5. **THIS COURT ORDERS** that this Order gives effect to the releases and waivers in favour of Toyota provided for in the Settlement Agreement.
6. **THIS COURT ORDERS** that Stericycle is appointed as Settlement Outreach Administrator for the Settlement.
7. **THIS COURT ORDERS** that Crawford Class Action Services is appointed as Settlement Notice and Claims Administrator for the Settlement.
8. **THIS COURT ORDERS** that Class Counsel Fees, disbursements and taxes are approved in the total amount of \$●.
9. **THIS COURT ORDERS** that to the extent such claims are recognized at law, all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Actions, or otherwise, by any and all defendants in this action including but not limited to Takata and any and all automotive defendants who do not enter into a settlement agreement in the Actions as part of a broader settlement in connection with this Agreement ("Non-Settling Defendant") or any

other person or party against a Released Party, or by a Released Party against any Non-Settling Defendant, are barred, prohibited and enjoined (unless such claim is made in respect of a claim by a Class Member who has validly Opted Out of the Settlement).

10. **THIS COURT ORDERS** that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement, subject to the terms and conditions set out in the Settlement Agreement.

11. **THIS COURT ORDERS** that any Party may bring motions to this Court at any time for directions with respect to the implementation or interpretation of this Settlement Agreement, such motions to be on notice to all other Parties.

12. **THIS COURT ORDERS** that in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be null and void and of no force or effect.

13. **THIS COURT ORDERS** that this Order is contingent upon a parallel order being made by the Québec Court in the action titled *E. Vitoratos and A. Frey v. Takata Corporation et al.*, bearing Court File No. 500-06-000723-144, the dismissal and/or discontinuance of the action titled *Dale Hall v. Takata Corporation et al.*, Court of Queen's Bench for Saskatchewan Court File QBG.1284 of 2015, and the dismissal of a joinder application as against Toyota in *Reena Rai v. Takata Corporation et al.*, Supreme Court of British Columbia, Vancouver Registry No. S148694 and the terms of this Order shall not be effective unless and until such orders have been made.

14. **THIS COURT ORDERS** that if the case management judge originally assigned to the action is, for any reason, unable to fulfill any of the duties set out in this Settlement Agreement and Exhibits hereto, another judge of the Superior Court of Justice shall be appointed in his stead.

15. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

16. **THIS COURT ORDERS** that this action shall be dismissed with prejudice and without costs as of the Final Court Approval date, provided however that the Plaintiffs and National Class Members are not releasing claims for personal injury, wrongful death, or actual physical property damage arising from an accident involving a Subject Vehicle.

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

JOHN M. MCINTOSH

and

TAKATA CORPORATION, TK HOLDINGS INC., TOYOTA
MOTOR CORPORATION, TOYOTA MOTOR
MANUFACTURING CANADA INC., and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

Plaintiff

Court File No.: CV-16-543833-00CP

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Windsor
and transferred to Toronto

ORDER

STIKEMAN ELLIOTT LLP

Barristers & Solicitors

5300 Commerce Court West

199 Bay Street

Toronto, Canada M5L 1B9

Peter F. C. Howard LSO#22056F

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Fax: (416) 947-0866

Lawyers for the Defendants

Toyota Motor Corporation, Toyota Manufacturing

Canada Inc. and Toyota Motor Manufacturing, Indiana
Inc.

Exhibit H

**SUPERIOR COURT
(Class Action)**

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No: 500-06-000723-144

DATE: ●, 2019

**IN THE PRESENCE OF: THE HONOURABLE JUSTICE STÉPHANE SANSEFAÇON,
J.C.S.**

ELENI VITORATOS

and

ANDREA FREY

Petitioners

v,

TAKATA CORPORATION

and

TK HOLDINGS, INC.

and

HIGHLAND INDUSTRIES, INC.

and

HONDA CANADA INC.

and

HONDA MOTOR CO., LTD.

and

TOYOTA CANADA INC.

and

TOYOTA MOTOR CORPORATION

and

**TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA, INC.**

and
SUBARU CANADA INC.
and
FUJI HEAVY INDUSTRIES, LTD.
and
BMW CANADA INC./BMW GROUP CANADA
and
BMW OF NORTH AMERICAN, LLC
and
BMW MANUFACTURING CO. LLC
and
BMW AG
and
NISSAN CANADA INC.
and
NISSAN NORTH AMERICA INC.
and
NISSAN MOTOR CO. LTD.
and
MAZDA CANADA INC.
and
MAZDA MOTOR CORPORATION
and
FORD MOTOR COMPANY OF CANADA LIMITED
and
FORD MOTOR COMPANY
and
GENERAL MOTORS OF CANADA LIMITED
and
GENERAL MOTORS CORPORATION
and
CHRYSLER CANADA INC.
and
FCA US LLC
and
MITSUBISHI CANADA LIMITED
and
MITSUBISHI INTERNATIONAL CORPORATION

Respondents

JUDGMENT

[1] **CONSIDERING** the motion for presentation of settlements between the petitioners and Toyota Canada Inc., Toyota Motor Corporation and Toyota Motor Engineering & Manufacturing North America, Inc., Subaru Canada Inc., Fuji Heavy Industries, Ltd. (currently known as “Subaru Corporation”), Mazda Canada Inc. and Mazda Motor Corporation (collectively, the “Settling Respondents”);

[2] **CONSIDERING** the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the petitioners and Toyota Canada Inc., Toyota Motor Corporation and Toyota Motor Engineering & Manufacturing North America, Inc., dated February ●, 2019 (the “Toyota Settlement Agreement”), the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the petitioners and Subaru Canada Inc., Fuji Heavy Industries, Ltd. (currently known as “Subaru Corporation”) and Subaru of Indiana Automotive, Inc. dated February ●, 2019 (the “Subaru Settlement Agreement”), and the Canadian Takata Airbag Products Liability Litigation Settlement Agreement entered into between the petitioners and Mazda Canada Inc. and Mazda Motor Corporation dated February ●, 2019 (the “Mazda Settlement Agreement”) (collectively, the “Settlement Agreements”);

[3] **CONSIDERING** article 590 C.C.P.;

[4] **CONSIDERING** the interest of the members;

[5] **CONSIDERING** the submissions of counsel for the petitioners and counsel for the Settling Respondents;

[6] **CONSIDERING** that the Settling Respondents consent to this judgment;

[7] **CONSIDERING** that this Court is of the opinion that the Settlement Agreements are fair, reasonable and in the best interest of class members;

FOR THESE REASONS, THE COURT:

For the Toyota Settlement Agreement:

[8] **GRANTS** the motion for presentation of a settlement;

[9] **DECLARES** that, except to the extent they are modified by this judgment, the definitions set out in the Toyota Settlement Agreement apply to and are incorporated into this judgment;

[10] **DECLARES** that the Toyota Settlement Agreement, in its entirety (including its Preamble and its Exhibits), is an integral part of this Judgment;

[11] **DECLARES** that the Toyota Settlement Agreement is fair, reasonable and in the best interest of the Québec Class Members;

[12] **APPROVES** the Toyota Settlement Agreement reached between the petitioners and the Settling Respondents in settlement of the present action;

[13] **DECLARES** that the Toyota Settlement Agreement constitutes a transaction in conformity with section 2631 of the *Civil Code of Québec*, which is binding upon all parties and all Quebec Class Members who have not opted out of this proceeding;

[14] **ORDERS** that the Settlement Relief set forth in the Toyota Settlement Agreement be provided in full satisfaction of the obligations of Toyota under the Toyota Settlement Agreement;

[15] **ORDERS** that this Order gives effect to the releases and waivers in favour of Toyota provided for in the Toyota Settlement Agreement;

For the Subaru Settlement Agreement:

[16] **GRANTS** the motion for presentation of a settlement;

[17] **DECLARES** that, except to the extent they are modified by this judgment, the definitions set out in the Subaru Settlement Agreement apply to and are incorporated into this judgment;

[18] **DECLARES** that the Subaru Settlement Agreement, in its entirety (including its Preamble and its Exhibits), is an integral part of this Judgment;

[19] **DECLARES** that the Subaru Settlement Agreement is fair, reasonable and in the best interest of the Québec Class Members;

[20] **APPROVES** the Subaru Settlement Agreement reached between the petitioners and the Settling Respondents in settlement of the present action;

[21] **DECLARES** that the Subaru Settlement Agreement constitutes a transaction in conformity with section 2631 of the *Civil Code of Québec*, which is binding upon all parties and all Quebec Class Members who have not opted out of this proceeding;

[22] **ORDERS** that the Settlement Relief set forth in the Subaru Settlement Agreement be provided in full satisfaction of the obligations of Subaru under the Subaru Settlement Agreement;

[23] **ORDERS** that this Order gives effect to the releases and waivers in favour of Subaru provided for in the Subaru Settlement Agreement;

For the Mazda Settlement Agreement:

[24] **GRANTS** the motion for presentation of a settlement;

[25] **DECLARES** that, except to the extent they are modified by this judgment, the definitions set out in the Mazda Settlement Agreement apply to and are incorporated into this judgment;

[26] **DECLARES** that the Mazda Settlement Agreement, in its entirety (including its Preamble and its Exhibits), is an integral part of this Judgment;

[27] **DECLARES** that the Mazda Settlement Agreement is fair, reasonable and in the best interest of the Québec Class Members;

[28] **APPROVES** the Mazda Settlement Agreement reached between the petitioners and the Settling Respondents in settlement of the present action;

[29] **DECLARES** that the Mazda Settlement Agreement constitutes a transaction in conformity with section 2631 of the *Civil Code of Québec*, which is binding upon all parties and all Quebec Class Members who have not opted out of this proceeding;

[30] **ORDERS** that the Settlement Relief set forth in the Mazda Settlement Agreement be provided in full satisfaction of the obligations of Mazda under the Mazda Settlement Agreement;

[31] **ORDERS** that this Order gives effect to the releases and waivers in favour of Mazda provided for in the Mazda Settlement Agreement;

For All Settlement Agreements:

[32] **ORDERS** that Class Counsel Fees, disbursements and applicable taxes in the total amount of \$● are hereby approved;

[33] **APPOINTS** Stericycle as Settlement Outreach Administrator for the Settlement;

[34] **APPOINTS** Crawford Class Action Services as Settlement Notice and Claims Administrator for the Settlement;

[35] **ORDERS** that to the extent such claims are recognized at law, all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Actions, or otherwise, by any and all respondents in this action including but not limited to Takata and any and all automotive respondents who do not enter into a settlement agreement in the Actions as part of a broader settlement in connection with the Settlement Agreements ("Non-Settling Respondents") or any other person or party against a Released Party, or by a Released Party against any Non-Settling Respondent, are barred, prohibited and enjoined (unless such claim is made in respect of a claim by a Québec Class Member who has validly opted out of the Settlement);

[36] **ORDERS** that if the case management judge originally assigned to the Action is, for any reason, unable to fulfill any of the duties set out in this Settlement Agreement and the Exhibits hereto, another judge of the Superior Court of Justice shall be appointed in his stead;

[37] **ORDERS** that in the event that the Settlement Agreements are terminated in accordance with their terms, this Order shall be null and void and of no force or effect.

[38] **ORDERS** that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreements as it pertains to Québec Class Members, subject to the terms and conditions set out in the Settlement Agreements;

[39] **ORDERS** that any Party may bring motions to both the case management judge appointed to supervise the Québec Action at any time for directions with respect to the implementation or interpretation of the Settlement Agreements, such motions to be on notice to all other parties;

[40] **ORDERS** that this Order is contingent upon parallel orders being made by the Ontario Court in the following actions: (i) *John M. McIntosh v. Takata Corporation et al.*, Court File No.: CV-16-543833-00CP, and (ii) *Mira Melien et al., v. Subaru Canada Inc. et al.*; Court File No.: CV-18-00607848-00CP, the dismissal and/or discontinuance of the following action as against the Settling Defendants: *Dale Hall v. Takata Corporation et al.*, Court of Queen's Bench for Saskatchewan Court File QBG.1284 of 2015, and the dismissal of a joinder application as against the Settling Respondents in *Reena Rai v. Takata Corporation et al.*, Supreme Court of British Columbia, Vancouver Registry No. S148694.

[41] **ORDERS and ADJUDGES** that the Québec Action is hereby settled as against the Settling Respondents without costs and with prejudice, in accordance with the Settlement Agreements;

[42] **THE WHOLE** without costs.

STÉPHANE SANSEFAÇON, J.C.S

Mtre. Andrea Grass
CONSUMER LAW GROUP INC.
Attorneys for Petitioner

Me Yves Martineau
STIKEMAN ELLIOTT
Attorney for Toyota Canada Inc.,
Toyota Motor Engineering & Manufacturing North America Inc.

Me Margaret Weltrowska
DENTONS CANADA
Attorneys for Subaru Canada Inc. and
Fuji Heavy Industries, Ltd.

Me Frédéric Paré
Me Frédéric Pierrestiger
STIKEMAN ELLIOTT
Attorneys for Mazda Canada Inc.
and Mazda Motor Corporation

Me Pierre-Jerome Bouchard
MCCARTHY TETRAULT
Attorney for Takata Corporation,
TK Holdings, Inc., and Highland Industries

Me Martin F. Sheehan
FASKEN MARTINEAU DEMOULIN
Attorney BMW Canada Inc., BMW Group Canada,
BMW of North America, LLC., BMW Manufacturing Co., LLC
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Me Robert E. Charbonneau
Me Stéphane Pitre
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Me Vincent De L'Etoile
LANGLOIS KRONSTROM DESJARINS
Attorneys for Chrysler Canada Inc. and FCA USA LLC

Me Robert Torralbo
BLAKE, CASSELS & GRAYDON
Attorneys for Ford Motor Company of Canada Limited
and Ford Motor Company

Me Lu Hervé Thibaudeau
Me Jean Saint-Onge
LAVERY, DE BILLY
Attorneys for Honda Canada Inc. and
Honda Motor Co. Ltd.

Me Louis – Philippe Constant
Me John Nicholl
CLYDE & CO CANADA
Attorneys for Nissan Canada Inc.,
Nissan North America, Inc., Nissan Motor Co.,
Daimler Trucks Canada Ltd.,
Daimler Trucks North America LLP

Me Sidney Elbaz
MCMILLAN S.E.N.C.R.L., s.r.l.
Attorneys for Mitsubishi Motor Sales of Canada Inc.,
Mitsubishi Motors North America. Inc., and
Mitsubishi Motors Corporation

Respondents' attorneys

Hearing date: ●, 2019

Exhibit I

Direct Mailed Notice to Class Members

Back Side Right:

Settlement Notice Administrator in
[Lead Case Plaintiff] v. Toyota Canada Inc.,
[Address]
[City, Province Postal Code]

[Name]
[Address]
[City, Province/Territory Postal Code]

Back Side Left:

If you are a current or former owner or lessee of certain Toyota vehicles, you may be eligible to benefit from a class action Settlement.

For complete information/ Pour des informations complètes

[website]

[telephone number] (toll-free / sans frais)

Si vous êtes propriétaire ou locataire actuel ou ancien de certains véhicules Toyota, vous pouvez bénéficier d'un règlement de recours collectif.

[Class counsel's contact information]

Front Side Left:

If you are a current or former owner or lessee of certain Toyota vehicles, you may be eligible to receive benefits in a proposed class action settlement.

Our records tell us that you are the current or previous owner or lessee of a Toyota vehicle. Class action lawsuits relating to these vehicles are in the process of being settled, subject to Courts' approvals. As part of the proposed Settlement and subject to its terms and conditions, you may be eligible for:

- Reimbursements for certain out-of-pocket expenses incurred related to a Takata airbag recall of a Subject Vehicle – for a list of Subject Vehicles, visit [website];
- an Outreach Program to maximize completion of the recall remedy; and/or

- a Customer Support Program to help with repairs associated with affected Takata airbag inflators and their replacements.

To file a claim for the cash payment, if eligible, and to learn more about your potential benefits, – including obtaining the Long Form Notice, visit:

[website]

call:

[phone number] (toll-free)

or mail:

[address]

Courts' approvals

Courts in Ontario and Quebec will be holding hearings to consider whether to certify/authorize the class actions and approve the proposed Settlement. All class members are entitled, but not required, to appear and speak at these hearings, at their own cost.

For more information, to comment, or to opt out:

Please check the Settlement Website regularly for important documents, forms, updates, and deadlines for opting out, making a comment, or filing a claim: [website]

(This Settlement applies only to vehicles registered in Canada.)

To register to receive additional information on the Outreach Program, please submit your information by calling [name] at [phone number] (toll-free) or going to [website].

Front Side Right:

Same as Back Left but in French

Exhibit J

If You Are a Current or Former Owner or Lessee of Certain Mazda, Saab, Subaru, Lexus, Scion and Toyota Vehicles, You Could Get Cash and Other Benefits from a Class Action Settlement.

Pour un avis en français, visitez le [www.\[website\]](#)

There is a proposed settlement in Canadian class action lawsuits against Mazda, Subaru, and Toyota concerning allegedly defective airbags manufactured by Takata. They require court approval by the Ontario Superior Court of Justice and the Superior Court of Quebec (the "Courts").

What are the lawsuits about?

The lawsuits allege that consumers sustained economic losses because they purchased or leased vehicles from various auto companies that contained allegedly defective airbags. The Courts did not decide which side was right and the defendants deny the allegations. Instead, the parties agreed to settle.

Who is included?

The Settlements include all residents of Canada who own(ed) or lease(d) a Subject Vehicle as of the Takata Airbag Inflator Recall(s) dates, other than the Excluded Parties. A full list of the Subject Vehicles can be found at [www.\[website\].ca](#). This Settlement does not involve claims of personal injury, wrongful death or actual physical property damage to any property other than the Subject Vehicles.

What does the Settlement provide?

The Settlements offer (1) payments for certain out-of-pocket expenses (the filing deadline is on the website), (2) an Outreach Program, and (3) a Customer Support Program. The Settlement website explains each of these benefits in detail.

What are my options?

Stay in the Class and receive settlement benefits.

If you do nothing, you will remain in the class and receive the benefits of the settlement, but will not be able to sue Mazda, Subaru and/or Toyota.

You can exclude yourself by [DATE], if you do not want to be part of the Settlement. You will not get any settlement benefits, but you keep the right to sue Mazda, Subaru and/or Toyota about the issues in the lawsuit.

You can comment on the settlement by [DATE], if you do not exclude yourself.

The full notice describes how to obtain settlement relief, exclude yourself, and comment on the Settlement.

The Courts will hold hearings in Toronto on [DATE AND TIME] and in Montreal on [DATE AND TIME] to consider the settlements for approval, including payment of Class Counsels' attorneys' fees of [amount] and payments to Class Representatives of [amount]. You may appear at the hearing(s), but you are not required to and you may hire an attorney to appear for you, at your own expense.

To register to receive additional information on the Outreach Program, please submit your information by calling [name] at [phone number] (toll-free) or going to [website].

For more information

[telephone number]

[website]

Exhibit K

LONG FORM CLASS NOTICE OF PROPOSED SETTLEMENT

LEXUS, SCION, AND TOYOTA CLASS ACTION SETTLEMENT IN THE CANADIAN TAKATA LITIGATION

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

PURPOSE OF THIS NOTICE This notice applies to all persons residing in Canada who as of [DATE OF NOTICE APPROVAL ORDER], own or owned, purchased, or lease(d) the following vehicle models, which were distributed for sale or lease in Canada (called the "Subject Vehicles"):

Make	Model	Years	Make	Model	Years
Lexus	ES350	2007-2012	Scion	iM	2016
Lexus	GX460	2010-2017	Toyota	Corolla iM	2017-2018
Lexus	IS	2006-2013	Toyota	Corolla	2003-2019
Lexus	IS250C/350C	2010-2015	Toyota	Matrix	2003-2014
Lexus	IS-F	2008-2014	Toyota	RAV4	2004-2005
Lexus	LF-A	2012	Toyota	Sequoia	2002-2007
Lexus	SC430	2002-2010	Toyota	Sienna	2011-2014
Lexus	IS200T/300/350	2016-2019	Toyota	Tundra	2003-2006
Lexus	IS250/350	2006-2009, 2014-2015	Toyota	Yaris (HB)	2006-2011
Lexus	RC-F/350/300/200T	2015-2019	Toyota	Yaris (Sedan)	2007-2012
Scion	XB	2011-2015	Toyota	4Runner	2010-2017

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

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

You may:		Date/Claim Period
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<p>FILE A CLAIM FORM(S) FOR CERTAIN OUT-OF-POCKET EXPENSES</p>	<p>This is the only way that you can receive cash payments for which you may be eligible from the Out-of-Pocket Claims Process prior to the Final Claim Deadline.</p> <p>There are different deadlines to file a claim depending on your situation. The column to the right explains those deadlines. <i>The date of the Final Court Approval, when known, will be posted on the Settlement website.</i></p>	<p><i>(a) If you had the Recall Remedy performed on your Subject Vehicle as of Final Court Approval, you have one year from Final Court Approval to submit a Claim Form;</i></p> <p><i>(b) If, after April 11, 2013 and before the Final Court Approval, you sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall prior to Final Court Approval, you have one year from Final Court Approval to submit a Claim Form; and</i></p> <p><i>(c) If you bring your Subject Vehicle to a Toyota Dealer to have the Recall Remedy performed after the Final Court Approval, you have one year from Final Court Approval or one year from the date of the performance of the Recall Remedy on your Subject Vehicle, whichever is later, to submit a Claim Form.</i></p>
<p>ELIGIBLE OUT-OF-POCKET EXPENSES</p>	<p>The column on the right lists the types of expenses that may be eligible for a cash payment from the Out-of-Pocket Claims Process, provided that you submit a Claim Form as discussed above and the necessary supporting documentation. For more information on what supporting documentation you will need to submit, please visit [settlement website].</p>	<ol style="list-style-type: none"> 1. Rental car, or other alternate transportation expenses, necessarily incurred and directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s). 2. Towing charges to a Toyota Dealer for completion of the Recall Remedy incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s).

		<p>3. Childcare expenses necessarily incurred and directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s).</p> <p>4. Out-of-pocket costs necessarily incurred and directly associated with repairing driver or passenger front airbags containing Takata PSAN inflators and incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s).</p> <p>5. Lost wages resulting from lost time from work directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy.</p>
OBTAIN OTHER SETTLEMENT BENEFITS	<p>If you are a Class Member, you may register with the Settlement Notice and Claims Administrator in order to receive information on the Outreach Program.</p> <p>Toyota shall provide the Customer Support Program that will provide prospective coverage for repairs and adjustments for the Takata phase-stabilized ammonium nitrate or "PSAN" inflators and their replacements installed through the Recall Remedy.</p>	<p>Class Members should, but are not required to, register to receive information on the Outreach Program.</p> <p>You will automatically receive the benefits of the Customer Support Program; there is no need to register for it.</p>
OBJECT OR COMMENT	Write to the Court about the proposed settlement.	[date]
EXCLUDE YOURSELF	Ask to get out (opt out) of the class action. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Toyota about the issues in your own lawsuit.	[date]
APPEAR IN THE LAWSUIT OR GO TO	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement approval hearing(s), but you may enter an appearance on your own or	[date]

THE APPROVAL HEARING(S)	through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the approval hearing(s) about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the approval hearing(s).	
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THE LITIGATION

On November 7, 2014, a class action was initiated in the Ontario Superior Court of Justice (the “**Ontario Court**”) on behalf of all persons, entities or organizations residing in Canada who purchased and/or leased a Subject Vehicle – *John M. McIntosh v. Takata Corporation et al.*, Court File No.: CV-16-543833-00CP (the “**Ontario Action**”).

On December 5, 2014, a class action was initiated in the Superior Court of Quebec (the “**Quebec Court**” and, with the Ontario Court, the “**Courts**”) on behalf of all persons and organizations in Canada who purchased and/or leased a Subject Vehicle – *E. Vitoratos and A. Frey v. Takata Corp. et al.*, Court File No.: 500-06-000723-144 (the “**Quebec Action**”).

Another action has also been commenced on June 1, 2015 in Saskatchewan, styled *Dale Hall v. Takata Corporation et al.*, Court File QBG.1284 of 2015 (“**Other Actions**”).

The Ontario, Quebec, and Other Actions allege that certain automotive companies, including Toyota, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the plaintiffs sustained economic losses as a result thereof. Toyota denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of these allegations.

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

THE SETTLEMENT CLASS

The **Class Members** consist of all persons, entities, or organizations resident in Canada who own, owned, lease or leased a Subject Vehicle as of the Takata Airbag Inflator Recall(s) dates.

Excluded from the Class are: (a) Toyota, their affiliates and affiliates’ officers, and directors; their distributors and distributors’ officers, and directors; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Class Counsel; (c) counsel for Toyota; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

SUMMARY OF SETTLEMENT

Toyota, while not admitting liability and in return for a release regarding the issues in the lawsuits – explicitly described in Section 13 of the Settlement

AGREEMENT

Agreement – will provide benefits to eligible Class Members, subject to the terms of the Settlement Agreement.

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Courts still have to decide whether to finally approve the settlement.

The proposed settlement benefits include, among other components, (i) Outreach Program, (ii) Out-of-Pocket Claims Process, and (iii) Customer Support Program.

We do not know when the Courts will finally approve the settlement, if they do so, or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [settlement website] regularly for updates regarding the settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits. If you do nothing, you may not receive certain benefits from the settlement; and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.

A. Settlement Fund and Cy Pres

The Parties, through their respective counsel, shall establish and move the Courts to establish and create a Settlement Fund that will be used for: (a) the Outreach Program; (b) notice and related costs; (c) claims administration; (d) expenses associated with the Outreach Program including the Settlement Outreach Administrator's fees and related costs; and (e) the Out Of Pocket Claims Process. If the Courts do not grant approval to the Settlement, funds in the Settlement Fund will revert to Toyota.

Upon the close of the Out-of-Pocket Claims Process and the Outreach Program, any interest that has accrued in the Out-of-Pocket Claims Process Fund and/or the Outreach Fund shall be paid, on a *cy pres* basis, to an organization agreed to by the Parties and approved by the Courts. Additional monies remaining in either the Out-of-Pocket Claims Process Fund and/or the Outreach Fund shall revert back to Toyota.

B. Out-of Pocket Claims Process

If the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you can ask to be reimbursed for certain reasonable out-of-pocket expenses related to the Recall Remedy, subject to certain terms and conditions. To be eligible for reimbursement, you must submit a timely and fully completed Claim Form. The Claim Form is available on the settlement website [settlement website]. In no event shall a

Class Member be entitled to more than one reimbursement payment per Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d).

The Settlement Notice and Claims Administrator will implement and administer the Out-of-Pocket Claims Process. The types of eligible reimbursable costs – and the supporting documentation that you need to provide – are listed in the Registration/Claim Form, which include, but are not limited to, (i) reasonable rental car or other alternate transportation expenses incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s); (ii) reasonable towing charges incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s); (iii) reasonable childcare expenses incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s); (iv) reasonable costs incurred and directly associated with repairing driver or passenger front airbags containing Takata PSAN inflators incurred prior to the Class Notice date but after the Takata Airbag Inflator Recall(s); and (v) reasonable lost wages.

In no event shall the Out-of-Pocket Claims Process be used to reimburse Class Members' costs due to vehicle damage, property damage or personal injury allegedly from the deployment or non-deployment of a Takata airbag.

Reimbursements shall be made on a first-in-first-out basis, and the Settlement Notice and Claims Administrator shall use best efforts to make the first set of reimbursements 90 days after Final Court Approval.

The claims of the Québec Class Members shall be subject to the regulation respecting the percentage withheld by the Fonds d'Aide aux recours collectifs.

Finality of decision: . If a Claim is rejected for payment, in whole or in part, the Settlement Notice and Claims Administrator shall notify Class Counsel and Toyota's Counsel of said rejection of Class Member's Claim and the reason(s) why said Claim was rejected. The decision of the Settlement Notice and Claims Administrator shall be final, provided however, that Class Counsel and Toyota's Counsel may meet and confer in an attempt to resolve these rejected Claims. If Class Counsel and Toyota jointly recommend payment of the Claims or payment of a reduced claim amount, then Toyota's Counsel shall inform the Settlement Notice and Claims Administrator, who shall instruct Toyota to pay said Claims. If Class Counsel and Toyota's Counsel disagree, then Class Counsel may petition the Court that has jurisdiction over the disputed Class Member's Claim for a final decision over the disputed Class Member's Claim.

C. Customer Support Program

Customer Support Program benefits: The Customer Support Program will provide prospective coverage for repairs and adjustments (including parts and

labour) needed to correct defects, if any, in materials or workmanship of (i) the Takata PSAN inflators contained in the driver or passenger front airbag modules of Subject Vehicles or (ii) replacement driver or passenger inflators installed pursuant to the Takata Airbag Recall in the Subject Vehicles.

Customer Support Program timeline and duration: Subject to the time and mileage limitations set forth in the Settlement Agreement, this benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. The normal deployment of a replacement airbag inflator shall terminate this benefit as to a Subject Vehicle. To permit Toyota to coordinate with its Dealers to provide benefits pursuant to the Customer Support Program under the Agreement, eligible Class Members may begin seeking such benefits no earlier than 30 calendar days from the date of the issuance of Settlement Approval Orders. Nothing in the previous sentence shall affect the calculation of periods of time for which Toyota will provide coverage under the Customer Support Program.

Ineligible vehicles: Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

D. Outreach Program

As to non-desiccated Takata PSAN inflators, the Settlement Outreach Administrator shall implement and administer the Outreach Program as set forth in the Settlement Agreement and Outreach Program Protocol, with the goal of maximizing, to the extent practicable, completion of the Recall Remedy in Subject Vehicles for the Takata Airbag Inflator Recall(s). Updates to the Outreach Program shall be posted on the Settlement website.

In the event desiccated Takata PSAN inflators in the driver or passenger front airbag modules in any of the Subject Vehicles are recalled in the future, then the Outreach Program will be extended to include desiccated Takata PSAN inflators by agreement of the Parties and the Settlement Outreach Administrator, that will adopt the same protocol as the Outreach Program Protocol attached to the Settlement Agreement as Exhibit ___ for an additional period of time to be agreed upon by the Parties.

WHAT DO YOU NEED TO DO IF YOU WANT TO FILE A CLAIM?

If you believe you qualify for reimbursement of out-of-pocket expenses, you must submit a Claim Form to postmark or electronically file a Claim by the deadline listed on the first page of this Class Notice. Visit [website] for more information on the claims process, including the Final Claim Deadline. If a Class Member does not timely and properly make a claim under the Settlement Agreement, he/she/it will be forever barred from receiving any reimbursement under the settlement.

OBJECTING TO OR

If you want to tell the Courts what you think about the proposed settlements or speak to the Courts at the hearings listed above, Class Counsel must

**COMMENTING
ON THE
SETTLEMENT**

receive your submission by mail at [address] no later than [DATE]. The written submissions must state the nature of any comments or objections, and whether you intend to appear at the settlement approval hearing. The written submission of any Class Member must include: (a) a heading which refers to the Actions; (b) the commenter's full name, telephone number, email address (if any), and address (the commenter's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her comments; (e) whether the commenter intends to appear at the Approval Hearing(s) on his or her own behalf or through counsel; (f) a statement that the commenter is a Class Member, including the make, model, year, and VIN(s) of the Subject Vehicle(s); and (g) the commenter's dated, handwritten signature (an electronic signature or lawyer's signature are not sufficient). Any documents supporting the comments must be attached to the written submission. If any testimony is proposed to be given in support of the comment at the Approval Hearing(s), the names of all persons who will testify must be set forth in written submission.

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

RELEASE

In exchange for the settlement benefits, the Actions will be settled or dismissed and the Class Members will release all claims (except personal injury claims, wrongful death, or actual physical property damage arising from an accident involving a Subject Vehicle) against any Toyota entity based on the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN Inflators, and the Takata Airbag Inflator Recall(s) that is the subject of the Actions.

**OPTING OUT
OF THE CLASS
ACTION**

You can choose to exclude yourself from the class actions ("opt out"). You can opt out by sending a written request to opt out to the Settlement Administrator.

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

If you do nothing, and so do not opt out you will be eligible to receive compensation or benefits from the class action, but you will not be able to start or continue your own case against the defendant regarding the claims at issue in the class action.

This is your only chance to exclude yourself or opt out of this class action.

No further right to opt out will be provided.

To properly and timely opt out of the class action, a written request to opt out must be postmarked no later than [DATE]. Residents of Quebec must also send a copy of their request to opt out to the Clerk of the Superior Court of Quebec, postmarked by [DATE].

LEGAL FEES

Class Counsel have requested legal fees, disbursements and applicable taxes in the amount of \$[amount] and a total of \$[amount] as awards to the [#] representative Plaintiffs. Class Counsel were retained on a contingency basis. Class Counsel were responsible for funding all disbursements incurred in pursuing this litigation. Pursuant to the Settlement Agreement, any fees or disbursements awarded by the Courts will be separately paid by Toyota. Payment of Class Counsel's fees and awards to the Plaintiffs will require approval by the Courts.

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

Should Class Members choose to retain their own lawyers, they may do so and will be responsible to pay the legal fees of any lawyer they retain.

COURT HEARINGS

The Courts will each hold a hearing to decide whether to approve this settlement. The hearing in the Ontario Court will take place at the courthouse at 361 University Ave., Toronto, Ontario M5G 1T3 on [date and time]. The hearing in the Quebec Court will take place at the Palais de Justice, 1 Notre-Dame St. E., Montreal, Quebec, H2Y 1B6 on [date and time]. The Courts will decide whether the settlement is fair, reasonable, and in the best interests of Class Members.

FURTHER INFORMATION

To obtain a complete copy of the statement of claim, the Settlement Agreement, a Claim Form, or other documents, visit [website]. You may submit a Claim Form online. To obtain a paper copy of any of the documents other than through the website, please call the Settlement Notice and Claims Administrator, toll-free, at [phone number].

To register to receive additional information on the Outreach Program, please submit your information by calling [name] at [phone number] (toll-free) or going to [website].

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

Additional information can be found in the Frequently Asked Questions section at [website].

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

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

Exhibit L

CANADIAN CLASS ACTION SETTLEMENT CLAIM FORM
Takata Airbag Settlement for Certain Toyota, Lexus, and Scion Vehicles

**A SETTLEMENT FUND HAS BEEN CREATED AND
YOU MAY BE ENTITLED TO A CASH PAYMENT**

To Submit A Claim For Payment For Out-Of-Pocket Expenses (a "Settlement Payment"),

YOU MUST:

- (i) Bring or have brought your vehicle (one of the "Subject Vehicles" listed in Section II, below) to a Toyota dealership for the Takata Airbag Recall Remedy, as directed by a recall notice,

OR

- (ii) Have sold or returned your Subject Vehicle after April 11, 2013 and before [Final Court Approval Date], if your Subject Vehicle was recalled prior to [the Final Court Approval Date];

AND YOU MUST:

- (A) Submit your claim for reimbursement of the reasonable out-of-pocket expenses you incurred related to the Takata Airbag Inflator Recall(s).

**INSTRUCTIONS FOR SUBMITTING A CLAIM FOR
A SETTLEMENT PAYMENT**

Please Read These Instructions Carefully

- (1) Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
 - (a) You owned or leased, on **[Final Court Approval Date]**, a Subject Vehicle distributed for sale or lease in Canada, AND You bring or have brought your Subject Vehicle to a Toyota dealership for the Takata Airbag Inflator Recall Remedy

OR

 - (b) You sold, or returned pursuant to a lease, a Subject Vehicle distributed for sale or lease in Canada after April 11, 2013 and before **[Final Court Approval Date]**, if the Subject Vehicle was recalled prior to **[Final Court Approval Date]**.

- (2) To submit a claim for a Settlement Payment, you must either:
 - (a) Submit an electronic Claim Form online by visiting **[website]** (Online registration will result in expedited processing); OR
 - (b) File a paper Claim Form by completing this form and returning it along with any required documentation by mail or commercial delivery service to the following:

[Address, e-mail address]

- (3) The deadline for submitting a claim is as follows:
 - (a) If you had the Recall Remedy performed on your Subject Vehicle before **[the Final Court Approval Date]**, you have one year from **[the Final Court Approval Date]** to submit a Claim Form;
 - (b) If you sold or returned, pursuant to a lease, your Subject Vehicle after April 11, 2013, and before **[the Final Court Approval Date]** and your Subject Vehicle was recalled and the recall was performed under the Takata Airbag Inflator Recall prior to **[the Final Court Approval Date]**, you have one year from **[the Final Court Approval Date]** to submit a Claim Form;
 - (c) If you bring a Subject Vehicle to a Toyota Dealer to have the Recall Remedy performed after **[the Final Court Approval Date]**, you have one year from Final Court Approval or one year from the date of the performance of the Recall Remedy on your Subject Vehicle, whichever is later, to submit a Claim Form,

No Claim Forms may be submitted after the Final Claim Deadline. The Final Court Approval Date and the Final Claim Deadline are not yet known, but will be posted prominently on the Settlement website, www.XXXX.com, when they are known.

- (4) If you are or were the registered owner or lessee of more than one Subject Vehicle, you must submit a separate Claim Form for each Subject Vehicle to obtain a separate out-of-pocket Settlement Payment for each Recall Remedy performed on each Subject Vehicle you own(ed) or lease(d). However, claims for unreimbursed expenses cannot be duplicative.
- (5) Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available at *[website]*. The Long Form Notice, which is also available at *[website]* or by calling *[Toll-Free Number]*, also explains the key terms of the Settlement, including the definition of Final Court Approval.
- (6) If submitted by mail, type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information to complete and submit this Form, attach supporting documentation, as specified below, and sign the Form.
- (7) The information you provide in Section I, below, may be used by the Settlement Notice and Claims Administrator for purposes of contacting you about the Settlement Outreach Program.

Important: Keep a copy of your completed Claim Form and the supporting documents. Any documents you submit with your Form will not be returned. If your claim is rejected for any reason, you will be notified and given an opportunity to address any deficiencies.

SECTION I - CLASS MEMBER INFORMATION		
Name:		
<i>Last</i>	<i>First</i>	<i>Middle Initial</i>
Your Address:		
<i>Street Address:</i>		
<i>City:</i>	<i>Province/Territory:</i>	<i>Postal Code:</i>
<i>Telephone Number:</i>		<i>Email Address:</i>

SECTION II - SUBJECT VEHICLE INFORMATION																					
<i>Vehicle Identification Number (VIN): (The VIN can be found on the dashboard of the vehicle, or the vehicle's registration or title, and is 17 characters long.)</i>																					
<table border="1" style="width:100%; height:20px;"> <tr> <td style="width:12.5%;"></td> </tr> </table>																					
<i>MODEL AND YEAR (Check only one box)</i>																					
Toyota Corolla <input type="checkbox"/> 2003 <input type="checkbox"/> 2004 <input type="checkbox"/> 2005 <input type="checkbox"/> 2006 <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014 <input type="checkbox"/> 2015 <input type="checkbox"/> 2016 <input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <input type="checkbox"/> 2019	Toyota Matrix <input type="checkbox"/> 2003 <input type="checkbox"/> 2004 <input type="checkbox"/> 2005 <input type="checkbox"/> 2006 <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014																				
Toyota RAV4 <input type="checkbox"/> 2004 <input type="checkbox"/> 2005	Toyota Sequoia <input type="checkbox"/> 2002 <input type="checkbox"/> 2003 <input type="checkbox"/> 2004 <input type="checkbox"/> 2005 <input type="checkbox"/> 2006 <input type="checkbox"/> 2007																				
Toyota Sienna <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014	Toyota Tundra <input type="checkbox"/> 2003 <input type="checkbox"/> 2004 <input type="checkbox"/> 2005 <input type="checkbox"/> 2006																				
Toyota Yaris (Hatchback and Sedan) <input type="checkbox"/> 2006 (Hatchback only) <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 (Sedan only)	Toyota 4Runner <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014 <input type="checkbox"/> 2015 <input type="checkbox"/> 2016 <input type="checkbox"/> 2017																				
Toyota Corolla iM <input type="checkbox"/> 2017 <input type="checkbox"/> 2018	Lexus ES350 <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012																				
Lexus IS250/350 <input type="checkbox"/> 2006 <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2014 <input type="checkbox"/> 2015	Lexus ES350 <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012																				
Lexus GX460 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014 <input type="checkbox"/> 2015 <input type="checkbox"/> 2016 <input type="checkbox"/> 2017	Lexus IS <input type="checkbox"/> 2006 <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013																				
Lexus IS-F <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014	Lexus IS250C/350C <input type="checkbox"/> 2010 <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014 <input type="checkbox"/> 2015																				
Lexus IS350/300/200T <input type="checkbox"/> 2016 <input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <input type="checkbox"/> 2019	Lexus LF-A <input type="checkbox"/> 2012																				
Lexus RC-F/350/300/200T <input type="checkbox"/> 2015 <input type="checkbox"/> 2016 <input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <input type="checkbox"/> 2019	Lexus SC430 <input type="checkbox"/> 2002 <input type="checkbox"/> 2003 <input type="checkbox"/> 2004 <input type="checkbox"/> 2005 <input type="checkbox"/> 2006 <input type="checkbox"/> 2007 <input type="checkbox"/> 2008 <input type="checkbox"/> 2009 <input type="checkbox"/> 2010																				
Scion iM <input type="checkbox"/> 2016	Scion XB <input type="checkbox"/> 2011 <input type="checkbox"/> 2012 <input type="checkbox"/> 2013 <input type="checkbox"/> 2014 <input type="checkbox"/> 2015																				

1. Did you purchase or lease your Subject Vehicle before [Final Court Approval Date]?
 Yes No

2. Did you still own or lease your Subject Vehicle on [Final Court Approval Date]?
 Yes No

3. If you answered "No" to question 2 in this Section, did you sell, or return pursuant to a lease, your Subject Vehicle after April 11, 2013 and before [Final Court Approval Date]?
 Yes No

SECTION III - OUT-OF-POCKET EXPENSES

1. Did you pay for any expenses, as further defined below, related to the Takata Airbag Inflator Recall for your Subject Vehicle that have not been reimbursed by Toyota?
 Yes No

If you answered "Yes" to question 1 in this Section, please complete the remainder of this Section and Section IV to submit a claim for reimbursement of the out-of-pocket expenses you incurred. If you answered "No" to question 1 in this Section, please stop and do not submit a Claim as you are not eligible to submit a Claim for reimbursement.

The Settlement Notice and Claims Administrator will process and approve payments from the Settlement Fund in accordance with the terms of the Settlement Agreement. Reimbursements for out-of-pocket expenses will be made on a first-in-first-out basis.

Please periodically check the Settlement website [website], for updates regarding the Settlement, including information about the deadlines for filing Claim Forms.

2. Please identify the reasonable out-of-pocket expenses you incurred relating to the Takata Airbag Inflator Recall for your Subject Vehicle that have not been reimbursed by Toyota. The categories below are eligible for reimbursement.

If you have any documents that support the expenses identified in your response below, including a written explanation of the necessity of the expenses you incurred, please submit them. The categories of supporting documentation identified in the bullet points below are examples of acceptable documentation for each type of eligible out-of-pocket expense. You may have other documents that satisfy this requirement.

<i>Please fill in as many expenses as apply.</i>	
Rental car, or other alternate transportation expenses, necessarily incurred and directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for	\$

<p>performance of the Recall Remedy incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s).</p> <p>Supporting documentation can include, for example:</p> <ul style="list-style-type: none">• receipt(s) from a rental car company evidencing your use of and payment of such services on the day and the approximate time period of performance of the Recall Remedy• receipt(s) from an alternative transportation company (e.g. mass transit, Uber, Lyft or a similar service or a taxi service) evidencing your use of and payment of such services on the day and the approximate time period of performance of the Recall Remedy.		
<p>Towing charges to a Toyota Dealer for completion of the Recall Remedy incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s).</p> <p>Supporting documentation can include, for example:</p> <ul style="list-style-type: none">• receipt(s) from a towing company evidencing your use of and payment of such services to the Toyota Dealer on the day and the approximate time period of performance of the Recall Remedy.• receipt(s) from a vehicle moving company evidencing your use of and payment of such services to the Toyota Dealer on the day and the approximate time period of performance of the Recall Remedy.	\$	
<p>Childcare expenses necessarily incurred and directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s).</p> <p>Supporting documentation can include, for example:</p> <ul style="list-style-type: none">• notarized and signed statement(s) from the person or entity providing childcare services or a receipt from a childcare service stating the date and time period for which such childcare services were rendered as well as the cost of the services.	\$	
<p>Out-of-pocket costs necessarily incurred and directly associated with repairing driver or passenger front airbags containing Takata PSAN inflators and incurred prior to [the Class Notice date] and after the Takata Airbag Inflator Recalls date(s).</p>	\$	

<p>Supporting documentation can include, for example:</p> <ul style="list-style-type: none">• a notarized and signed statement from you providing an explanation of when, why and where the out-of-pocket cost was incurred along with a receipt evidencing the amount of the expense and providing a description of the exact nature of the expense that is close in time to the approximate time period of performance of the Recall Remedy.		
<p>Lost wages resulting from lost time from work directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy</p> <p>For all claims for lost wages <u>that were necessarily incurred after implementation of the Class Notice</u>, you must provide:</p> <ul style="list-style-type: none">• documentation evidencing that you communicated to the Settlement Notice and Claims Administrator and/or a Toyota Dealer with your availability within the Toyota Dealer's normal business hours and relating to the performance of the Recall Remedy; and• documentation from the Toyota Dealer(s) indicating that the request could not be accommodated. <p>For <u>all claims for lost wages</u>, you must provide:</p> <ul style="list-style-type: none">• a written statement or internal record(s) from your employer or accountant on official letterhead that you are paid hourly and providing the actual amount of wages lost directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy; or• if you are self-employed, a notarized and signed statement explaining the claimed lost wages and providing the actual amount of wages lost directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy; or• other written documentation sufficient to demonstrate lost wages and the actual amount of wages lost directly associated with the drop off and/or pickup of your Subject Vehicle to/from a Toyota Dealer for performance of the Recall Remedy.	\$	
<p><i>If you need more space, please submit a separate page with additional information.</i></p>		

SECTION IV - ATTESTATION

I declare or affirm, under penalty of perjury under the laws of Canada, that the information in this Claim form is true and correct to the best of my knowledge, information and belief, that I can make this claim, and have the authority to submit this Claim Form. I understand that my Claim Form may be subject to audit, verification and Court review. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.

Signature _____

Date _____

Toyota, the Settlement Notice and Claims Administrator are not responsible for any documents that are misdelivered, lost, illegible, damaged, destroyed, or otherwise not received by mail, e-mail, fax or other commercial delivery method.