

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA

3  
4 GLENN KESSELMAN, an individual, on  
5 behalf of himself and all others similarly  
6 situated in the State of California; KAREN  
7 AMBROSE, an individual, on behalf of  
8 herself and all others similarly situated in  
9 the State of Arizona; PAUL ARELLANO,  
10 an individual, on behalf of himself and all  
11 others similarly situated in the State of  
12 Colorado; CRAIG GRANGER, an  
13 individual, on behalf of himself and all  
14 others similarly situated in the State of New  
15 York; DAVID DOUGLAS, an individual,  
16 on behalf of himself and all others similarly  
17 situated in the State of Washington; JOSH  
18 DOWNS, an individual, on behalf of  
19 himself and all others similarly situated in  
20 the State of Illinois; JUAN GIRALDO, an  
21 individual, on behalf of himself and all  
22 others similarly situated in the State of  
23 Georgia; MATTHEW SHAFFER, an  
24 individual, on behalf of himself and all  
25 others similarly situated in the State of  
26 Ohio; WAYNE SLATES, an individual, on  
27 behalf of himself and all others similarly  
28 situated in the State of Oregon; MITCHELL  
TROCKMAN, an individual, on behalf of  
himself and all others similarly situated in  
the State of Minnesota; and JAMIE  
BROWN, an individual, on behalf of herself  
and all others similarly situated in the State  
of Missouri,

Plaintiffs,

v.

TOYOTA MOTOR SALES, U.S.A.,  
INC., a California Corporation,

Defendant.

Case No.: 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**DECLARATION OF CAMERON R.  
AZARI, ESQ. REGARDING  
IMPLEMENTATION AND  
ADEQUACY OF NOTICE  
PROGRAM**

1 I, Cameron R. Azari, Esq., hereby declare and state as follows:

2 1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters  
3 set forth herein, and I believe them to be true and correct.

4 2. I am a nationally recognized expert in the field of legal notice, and I have served  
5 as an expert in hundreds of federal and state cases involving class action notice plans.

6 3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc.  
7 (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a  
8 business unit of Epiq that specializes in designing, developing, analyzing, and  
9 implementing large-scale, un-biased, legal notification plans.

10 4. The facts in this declaration are based on my personal knowledge, as well as  
11 information provided to me by my colleagues in the ordinary course of my business at Epiq  
12 and Epiq Legal Noticing (hereinafter “Epiq”).

13 **OVERVIEW**

14 5. This declaration describes the successful implementation of the Settlement  
15 Notice Program (“Notice Program”) for *Kesselman, et al. v. Toyota Motor Sales U.S.A.*  
16 *Inc.*, Case No. 2:21-cv-06010-TJH-JC pending in the United States District Court for the  
17 Central District of California. I previously executed my *Declaration of Cameron R. Azari,*  
18 *Esq. Regarding Notice Plan* (“Notice Plan Declaration”) on January 29, 2025, which  
19 described the Notice Plan, detailed Hilsoft’s class action notice experience, and attached  
20 Epiq’s *curriculum vitae* and Epiq’s Notice Plan. ECF No. 145. In the Notice Plan  
21 Declaration, I also provided my educational and professional experience relating to class  
22 actions and my ability to render opinions on overall adequacy of notice plans.

23 **NOTICE PROGRAM METHODOLOGY**

24 6. The settlement in this Action is an injunctive only Federal Rule of Civil  
25 Procedure 23(b)(2) settlement, which requires no release of any monetary remedies or  
26 statutory damages by any member of the Class or the Plaintiffs. Under Rule 23(c)(2)(A),  
27 “the court may direct appropriate notice to the class” of a 23(b)(2) settlement, and the more  
28 strict notice requirements of a 23(b)(3) damages settlement do not apply. In (b)(2)

1 settlements, courts frequently determine notice to Settlement Class Members and opt-out  
2 rights are not necessary. *Padilla v. Whitewave Foods Co.*, No. 2:18-CV-09327-SB-JC,  
3 2021 WL 4902398, at \*4 (C.D. Cal. May 10, 2021) (“The Court therefore exercises its  
4 discretion and does not direct notice because the settlement does not alter the unnamed  
5 class members’ legal rights.”); *Chan v. Sutter Health Sacramento Sierra Region*, No.  
6 LACV1502004JAKAGR, 2016 WL 7638111, at \*14 (C.D. Cal. June 9, 2016) (“Because  
7 notice is optional for a Rule 23(b)(2) class ... and the Class Members’ rights will not be  
8 prejudiced by the Settlement Agreement, notice is not required for purposes of the  
9 proposed Settlement Agreement.”). However, out of an abundance of caution, certain  
10 notice has been agreed to by the Parties in conjunction with the Outreach Program.

### 11 CAFA NOTICE

12 7. On February 7, 2025, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”), as  
13 required by the Federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The  
14 CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 53  
15 officials, which included the Attorneys General of 47 states, the District of Columbia, and the  
16 United States Territories. Per the direction of the Office of the Nevada, New York, and  
17 Connecticut Attorneys General, the CAFA Notice was sent to the Nevada, New York, and  
18 Connecticut Attorneys General electronically via email. The CAFA Notice was also sent via  
19 United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding  
20 the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on*  
21 *Implementation of CAFA Notice*, dated February 7, 2025, which is included as **Attachment 1**.

### 22 NOTICE PROGRAM DETAIL

23 8. On June 27, 2025, the Court approved the Notice Program and appointed Epiq  
24 as the Settlement Administrator in the *Order* (“Preliminary Approval Order”). In the  
25 Preliminary Approval Order, the Court approved, for settlement purposes only, the following  
26 “Settlement Class”:

27 All individuals and legal entities who, at the time of the Initial  
28 Notice Date, own(ed), purchase(d), or lease(d) a 2014 to 2019

1 Toyota 4Runner, 2015 to 2018 Avalon, 2015 to 2018 Avalon HV,  
2 2014 to 2019 Highlander, 2014 to 2019 Highlander HV, 2016 to  
3 2018 Mirai, 2016 to 2019 Prius, 2017 to 2019 Prius Prime, 2015  
4 to 2019 Prius V, 2014 to 2019 Sequoia, 2015 to 2017 Sienna,  
5 2014 to 2019 Tacoma, 2014 to 2019 Tundra, 2015 Venza, or 2018  
6 to 2019 Yaris, in Arizona, California, Colorado, Georgia, Illinois,  
7 Minnesota, Missouri, New York, Ohio, Oregon, or Washington.

8 Excluded from the Class are: (a) Toyota, its officers, directors,  
9 employees, affiliates and affiliates’ officers, directors and  
10 employees; distributors and distributors’ officers, directors and  
11 employees; and Toyota Dealers and Toyota Dealers’ officers and  
12 directors; (b) Plaintiffs’ Counsel; and (c) judicial officers and  
13 their immediate family members and associated court staff  
14 assigned to this case.

15 9. After the Court’s Preliminary Approval Order was entered, Epiq implemented  
16 the Notice Plan. This declaration details the notice activities undertaken to date, and  
17 explains how and why the Notice Plan was comprehensive and well-suited to reach the  
18 Settlement Class. This declaration also discusses the administration activity to date.

19 10. This Notice Program as designed and implemented reached the greatest practicable  
20 number of Direct Notice Recipients. The Notice Program reached in excess of 90% of the  
21 identified Class with a frequency of three times. The reach to the Class was further enhanced  
22 by an informational release, sponsored search listings, and a settlement website. In my  
23 experience, the reach of the Notice Program was consistent with other court approved notice  
24 plans, was the best notice practicable under the circumstances of this case and satisfied the  
25 requirements of due process, including its “desire to actually inform” requirement.<sup>1</sup>

26  
27 <sup>1</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when  
28 notice is a person’s due, process which is a mere gesture is not due process. The means

1 **NOTICE PLAN**

2 ***Individual Notice***

3 11. ***Data Acquisition.*** On March 26, 2025, Toyota provided Epiq with the list of  
4 applicable Vehicle Identification Numbers (“VIN LIST”), which included 1,798,683 unique  
5 VIN numbers. Epiq sent the VIN LIST to S&P Global Automotive, formerly known as Polk  
6 (“Polk”), to purchase data containing identifying information and last known mailing  
7 addresses corresponding with the VINs provided by Toyota.<sup>2</sup> Polk collects and analyzes  
8 automotive related data, and to the extent Polk does not already have the needed Direct Notice  
9 Recipients’ vehicle and contact information in its existing database, Polk used the VINs  
10 provided by Toyota to request and obtain class vehicle and owner contact information from  
11 the respective state Departments of Motor Vehicles (collectively “State DMVs”).

12 12. On September 16, 2025, Polk returned 1,798,685 unique records associated  
13 with the 1,798,683 unique VIN numbers. Direct Notice Recipients records were identified  
14 and associated with the 1,798,683 unique VIN numbers. Of these, 271,709 records did  
15 not contain a valid email address or associated physical address and were not sent Notice.  
16 Email Notice was sent to all identified Direct Notice Recipients for whom a valid email  
17 address was available, and a Postcard Notice was sent via USPS first class mail to all

18 \_\_\_\_\_  
19 employed must be such as one desirous of actually informing the absentee might  
20 reasonably adopt to accomplish it. The reasonableness and hence the constitutional  
21 validity of any chosen method may be defended on the ground that it is in itself reasonably  
22 certain to inform those affected . . .”) and *see also In re Hyundai & Kia Fuel Econ. Litig.*,  
23 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement notices must  
24 ‘present information about a proposed settlement neutrally, simply, and understandably.’  
25 ‘Notice is satisfactory if it generally describes the terms of the settlement in sufficient  
26 detail to alert those with adverse viewpoints to investigate and to come forward and be  
27 heard.’”) (citations omitted).

28 <sup>2</sup> For Polk to obtain and/or release this type of information for purposes of sending notice  
to Direct Notice Recipients, a Court Order authorizing Polk to obtain Class Vehicle owner  
information from the relevant state DMVs was needed because the Driver’s Privacy  
Protection Act (“DPPA”) requires states to protect the privacy of personal information  
contained in a person’s motor vehicle record. This Court Order was part of the Preliminary  
Approval Order issued on June 27, 2025.

1 identified Direct Notice Recipients with an associated physical address for whom a valid  
2 email address was not available or for whom the Email Notice was undeliverable after  
3 multiple attempts.

4 *Individual Notice – Email*

5 13. On October 16, 2025, Epiq commenced sending 1,050,636 Email Notices to  
6 1,051,300 identified Direct Notice Recipients for whom a valid email address was  
7 available. Some identified Direct Notice Recipients shared the same valid email address  
8 and only one Email Notice was sent per unique, valid email address, thus resulting in a  
9 smaller number of emails sent than the number of identified Direct Notice Recipients with  
10 a valid email address.

11 14. The following industry standard best practices were followed. The Email  
12 Notice was drafted in such a way that the subject line, the sender, and the body of the  
13 message would overcome SPAM filters and ensure readership to the fullest extent  
14 reasonably practicable. For instance, the Email Notice used an embedded html text  
15 format. This format provided easy to read text without graphics, tables, images,  
16 attachments, and other elements that in our experience could have increased the likelihood  
17 that the message and would be blocked by Internet Service Providers (ISPs) and/or SPAM  
18 filters. The Email Notices were sent from an IP address known to major email providers  
19 as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was  
20 transmitted with a digital signature to the header and content of the Email Notice, which  
21 allowed ISPs to programmatically authenticate that the Email Notices were from  
22 authorized mail servers. Each Email Notice was also transmitted with a unique message  
23 identifier. The Email Notice included an embedded link to the settlement website. By  
24 clicking the link, recipients were able to access the Long Form Notice and other  
25 information about the case. The Email Notice is included as **Attachment 2**.

26 15. If the receiving email server could not deliver the message, a “bounce code”  
27 was returned along with the unique message identifier. For any Email Notice for which  
28 a bounce code was received indicating that the message was undeliverable for reasons

1 such as an inactive or disabled account, the recipient’s mailbox was full, technical  
2 autoreplies, etc., at least two additional attempts were made to deliver the Email Notice.

3 ***Individual Notice – Direct Mail***

4 16. On October 16, 2025, Epiq commenced sending 418,051 Postcard Notices to  
5 418,051 identified Direct Notice Recipients with an associated physical address for whom  
6 a valid email address was not available. Subsequently, on November 14, 2025, Epiq  
7 commenced sending 290,709 Postcard Notices to all identified Direct Notice Recipients  
8 with an associated physical address for whom the Email Notice was undeliverable after  
9 multiple attempts. The Postcard Notices were sent via USPS first-class mail. The  
10 Postcard Notice clearly and concisely summarized the case and the legal rights of the  
11 Direct Notice Recipients. In addition, the Postcard Notice also directed the recipients to  
12 the settlement website where they could access additional information. The Postcard  
13 Notice is included as **Attachment 3**.

14 17. Prior to sending the Postcard Notice, all mailing addresses were checked against  
15 the National Change of Address (“NCOA”) database maintained by the USPS to ensure  
16 Direct Notice Recipients’ address information is up-to-date and accurately formatted for  
17 mailing.<sup>3</sup> In addition, the addresses were certified via the Coding Accuracy Support System  
18 (“CASS”) to ensure the quality of the ZIP code, and were verified through Delivery Point  
19 Validation (“DPV”) to verify the accuracy of the addresses. This address updating process  
20 is standard for the industry and for the majority of promotional mailings that occur today.

21 18. The return address on the Postcard Notices is a post office box that Epiq  
22 maintains for this case. The USPS automatically forwarded Postcard Notices with an  
23

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24 <sup>3</sup> The NCOA database is maintained by the USPS and consists of approximately 160  
25 million permanent change-of-address (COA) records consisting of names and addresses  
26 of individuals, families, and businesses who have filed a change-of-address with the  
27 Postal Service™. The address information is maintained on the database for 48 months  
28 and reduces undeliverable mail by providing the most current address information,  
including standardized and delivery-point-coded addresses, for matches made to the  
NCOA file for individual, family, and business moves.

1 available forwarding address order that has not expired (“Postal Forwards”). Postcard  
2 Notices returned as undeliverable were promptly re-mailed to any new address available  
3 through USPS information, (for example, to the address provided by the USPS on returned  
4 mail pieces for which the automatic forwarding order has expired, but is still within the  
5 time period in which the USPS returns the piece with the address indicated). Upon  
6 successfully locating better addresses, Postcard Notices were promptly remailed. As of  
7 January 5, 2026, Epiq has remailed 7,862 Postcard Notices of the 17,480 Postcard Notices  
8 that were returned as undeliverable.

9 19. Additionally, a Long Form Notice was mailed to all persons who requested  
10 one via the toll-free telephone number or by other means. As of January 5, 2026, Epiq  
11 mailed 138 Long Form Notices as a result of such requests. The Long Form Notice is  
12 also available to download or print at the settlement website (in English and Spanish).  
13 The Long Form Notice in English is included as **Attachment 4**. The Long Form Notice  
14 in Spanish is included as **Attachment 5**.

15 *Media Plan*

16 *Internet Digital Notice Campaign*

17 20. Internet advertising has become a standard component in legal notice programs. The  
18 internet has proven to be an efficient and cost-effective method to target and provide measurable  
19 reach of persons covered by a settlement. According to MRI-Simmons data,<sup>4</sup> 97% of Adults  
20  
21

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22 <sup>4</sup> MRI-Simmons is a leading source of publication readership and product usage data for the  
23 communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research &  
24 Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers  
25 comprehensive demographic, lifestyle, product usage and exposure to all forms of  
26 advertising media collected from a single sample. As the leading U.S. supplier of  
27 multimedia audience research, the company provides information to magazines, televisions,  
28 radio, internet, and other media, leading national advertisers, and over 450 advertising  
agencies—including 90 of the top 100 in the United States. MRI-Simmons’s national  
syndicated data is widely used by companies as the basis for the majority of the media and  
marketing plans that are written for advertised brands in the United States.

1 aged 18+ in the United States are online and 84% of all Adults aged 18+ use social media.<sup>5</sup>

2 21. The Notice Plan included targeted digital advertising on the selected  
3 advertising network *Google Display Network*, which represents thousands of digital  
4 properties across all major content categories. The Digital Notices were also placed on the  
5 social media sites *Facebook* and *Instagram*. *Facebook* is one of the leading social  
6 networking sites in the United States with 193 million users and *Instagram* has 171 million  
7 active users in the United States.<sup>6</sup>

8 22. The Digital Notices were targeted to selected audiences who were geo-located  
9 within the Class States<sup>7</sup> and who showed an interest or affinity for content related to the  
10 Subject Vehicles defined above. Additionally, a List Activation campaign was used to reach  
11 Class Members by matching online consumer profiles with the known email addresses of  
12 Class Members. The Digital Notice was then served directly to those individuals.

13 23. The Digital Notices were designed to encourage participation by Class Members—  
14 by linking directly to the settlement website, allowing visitors easy access to relevant  
15 information and documents. Consistent with best practices, the Digital Notices used language  
16 from the Long Form Notice headline, which allowed users to identify themselves as potential  
17 Class Members. All Digital Notices appeared on desktop, mobile, and tablet devices. Digital  
18 Notices were also targeted (remarketed) to people who clicked on a Digital Notice.

19 24. More details regarding the target audiences, distribution, and specific ad sizes  
20 of the Digital Notices, are included in the following table.

21  
22  
23  
24 <sup>5</sup> MRI-Simmons 2025 Survey of the American Consumer®.

25 <sup>6</sup> Statista Digital 2025: Global Overview Report. Statista, founded in 2007, is a leading provider  
26 of worldwide market and consumer data and is trusted by thousands of companies around the  
27 world for data. Statista.com consolidates statistical data on over 80,000 topics from more than  
28 22,500 sources and makes it available in German, English, French and Spanish.

<sup>7</sup> The Class States are Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri,  
New York, Ohio, Oregon, and Washington.

<i>Network/Property</i>	<i>Target/Distribution</i>	<i>Ad Sizes</i>	<i>Delivered Impressions</i>
<i>Google Display Network</i>	Adults 18+	300x250, 728x90, 300x600, 970x250	3,252,800
<i>Google Display Network</i>	Adults 18+ and Affinity Target <sup>8</sup> for certain Toyota makes and models	300x250, 728x90, 300x600, 970x250	2,660,372
<i>Google Display Network</i>	Adults 18+ and Intent Target <sup>9</sup> for certain Toyota makes and models	300x250, 728x90, 300x600, 970x250	2,541,392
<i>Google Display Network</i>	List Activation Targeting	300x250, 728x90, 300x600, 970x250	5,632,062
<i>Instagram</i>	Adults 18+ and POLK targeting for certain Toyota makes and models <sup>10</sup>	Newsfeed	2,284,879
<i>Instagram</i>	Adults 18+ and interest in Toyota	Newsfeed	2,160,214
<i>Facebook</i>	Adults 18+ and POLK targeting for certain Toyota makes and models	Newsfeed & RHC	2,610,869
<i>Facebook</i>	Adults 18+ and interest in Toyota	Newsfeed & RHC	2,131,522
<b>TOTAL</b>			<b>23,275,110</b>

25. Combined, approximately 23 million targeted impressions were generated by the Digital Notices.<sup>11</sup> The Digital Notices ran from October 16, 2025, through November 14, 2025. Clicking on the Digital Notices linked the reader to the settlement website, where they could easily obtain detailed information about the settlement. Examples of the Digital Notices are included as **Attachment 6**.

<sup>8</sup> “Custom Affinity Target” targeted specific websites, keywords, and/or relevant content that the target audience viewed.

<sup>9</sup> “Custom Intent Target” targeted individuals that researched or purchased certain items on the internet.

<sup>10</sup> POLK is a data company that has extensive Vehicle Registration data. Their social media data products can be utilized for Facebook/Instagram campaigns. Targeting included owners and lessees of Subject Vehicles.

<sup>11</sup> The third-party ad management platform, ClickCease was used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (e.g., ads being seen by ‘bots’ or non-humans, ads not being viewable, etc.).

1 ***Sponsored Search Listings***

2 26. To facilitate locating the settlement website, sponsored search listings were  
3 acquired on the three most frequently visited internet search engines: *Google, Yahoo!* and  
4 *Bing*. When search engine visitors searched on selected common keyword combinations  
5 related to the settlement, the sponsored search listing created for the settlement was  
6 generally displayed at the top of the visitor’s website page prior to the search results or in  
7 the upper right-hand column of the web-browser screen. The sponsored search listings  
8 were geotargeted in the Class States. All sponsored search listings linked directly to the  
9 settlement website. A complete list of the sponsored search keyword combinations is  
10 included as **Attachment 7**. Examples of the sponsored search listing as displayed on each  
11 search engine are included as **Attachment 8**.

12 27. The sponsored search listings began on October 12, 2025, and ran through  
13 November 14, 2025. As of January 5, 2026, the sponsored listings have been  
14 displayed 24,511 times, which resulted in 1,808 clicks that displayed the settlement  
15 website.

16 ***Informational Release***

17 28. To build additional reach and extend exposures, on August 18, 2025, a party-  
18 neutral Informational Release was issued broadly over *PR Newswire’s U.S.1 newswire* in  
19 English and Spanish, to approximately 13,000 general media (print and broadcast) outlets,  
20 including local and national newspapers, magazines, national wire services, television and  
21 radio broadcast media across the United States as well as over 4,000 websites, online  
22 databases, internet networks and social networking media.

23 29. The Hispanic release also included a guaranteed placement on 40+ Hispanic  
24 websites and/or news portals. The Informational Release included the address of the  
25 settlement website and the toll-free telephone number. Although there was no guarantee  
26 that any news stories would result, the Informational Release served a valuable role by  
27 providing additional notice exposures beyond that which was provided by the paid media.  
28 As of January 5, 2026, the Informational Release was picked up 412 times. The

1 Informational Release in English is included as **Attachment 9**. The Informational Release  
2 in Spanish is included as **Attachment 10**.

3 *Settlement Website*

4 30. On August 15, 2025, Epiq established a dedicated website for the settlement  
5 with an easy to remember domain name (www.ToyotaEchoSettlement.com). Relevant  
6 documents, including the Settlement Agreement, Long Form Notice (in English and  
7 Spanish), Complaint, Preliminary Approval Order, and other Court documents are posted  
8 on the settlement website. In addition, the settlement website includes relevant dates,  
9 answers to frequently asked questions (“FAQs”), instructions for how Class Members  
10 may object to the settlement, contact information for the Settlement Administrator, and  
11 how to obtain other case-related information. The settlement website includes a chatbot  
12 functionality allowing Class Members to submit questions and receive approved  
13 responses based on the content in the Notices and FAQs. The settlement website address  
14 was prominently displayed in all notice documents. As of January 5, 2026, there have  
15 been 113,807 unique visitor sessions to the settlement website, and 135,081 web pages  
16 have been presented.

17 *Toll-free Telephone Number and Postal Mailing Address*

18 31. On August 15, 2025, Epiq established a toll-free telephone number (1-888-  
19 835-5756) for the Settlement. Class Members are able to call for additional information,  
20 listen to answers to FAQs, and request that a Long Form Notice be mailed to them. The  
21 toll-free telephone number was prominently displayed in all notice documents. The  
22 automated telephone system is available 24 hours per day, 7 days per week. As of January  
23 5, 2026, there have been 1,392 calls to the toll-free telephone number representing 2,846  
24 minutes of use.

25 32. A postal mailing address was established and continues to be available,  
26 providing Class Members with the opportunity to request additional information or ask  
27 questions.

1 ***Objections***

2 33. The deadline to object to the Settlement is January 14, 2026. As of January 5,  
3 2026, Epiq is aware of two objections to the Settlement which are unrelated to notice or  
4 settlement administration. The objections which were filed with the Court, are redacted  
5 and included as **Attachment 11**.

6 **PLAIN LANGUAGE NOTICE DESIGN**

7 34. The Notices were designed to be “noticed” and reviewed by Class Members  
8 and were written in plain language so the Notices could be understood by Class Members.  
9 The design of the Notices followed the principles embodied in the Federal Judicial  
10 Center’s (“FJC”) illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). Many courts, and  
11 the FJC itself, have approved notices written by our notice experts and designed in a  
12 similar fashion. The Notices contained substantial, albeit easy-to-read, summaries of all  
13 of the key information about Class Members’ rights and options. Consistent with our  
14 normal practice, all notice documents underwent a final edit for grammatical errors and  
15 accuracy.

16 35. The Notices were designed to increase noticeability and comprehension. Once  
17 people “notice” the Notices, it is critical that they can understand them. As such, the  
18 Notices, as written, were clearly worded with an emphasis on simple, plain language to  
19 encourage readership and comprehension.

20 36. The Long Form Notice provided substantial information to Class Members. It  
21 began with a summary page, which provided a concise overview of the important  
22 information and a table, which highlighted key options available to Class Members. The  
23 Notice was categorized into logical sections, which helped to organize the information,  
24 while a question and answer format made it easy to find answers to common questions by  
25 breaking the information into simple headings.

26 **CONCLUSION**

27 37. In class action notice planning, execution, and analysis, we are guided by due  
28 process considerations under the United States Constitution, by federal and local rules and

1 statutes, and further by case law pertaining to notice. This framework directs that the  
2 notice plan be designed to reach the greatest reasonably practicable number of potential  
3 class members and, in a settlement class action notice situation such as this, that the notice  
4 or notice plan itself not limit knowledge of the availability of benefits—nor the ability to  
5 exercise other options—to settlement class members in any way. Notwithstanding this is  
6 a Rule 23(b)(2) injunctive-only settlement, all of these requirements were met in this case.

7 38. The Notice Program included individual notice to identified Direct Notice  
8 Recipients, as described in the Settlement Agreement, and supplemental media. The  
9 Notice Program reached in excess of 90% of the Class with individual notice via email  
10 and/or mail and a supplemental media effort. The reach was further enhanced by an  
11 informational release, sponsored search listings, and a settlement website.

12 39. Notwithstanding this is a Rule 23(b)(2) settlement, the Notice Program followed  
13 the guidance for how to satisfy due process obligations that a notice expert gleans from the  
14 United States Supreme Court’s seminal decisions, which are: a) to endeavor to actually  
15 inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

16 A. “But when notice is a person’s due, process which is a mere  
17 gesture is not due process. The means employed must be such as  
18 one desirous of actually informing the absentee might reasonably  
19 adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339  
20 U.S. 306, 315 (1950).

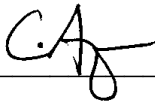
21 B. “[N]otice must be reasonably calculated, under all the  
22 circumstances, to apprise interested parties of the pendency of the  
23 action and afford them an opportunity to present their objections,”  
24 *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) citing *Mullane*  
25 at 314.

26 40. The Notice Program as designed and implemented provided for the best notice  
27 practicable under the circumstances of this case, conformed to all aspects of Federal Rules  
28 of Civil Procedure, Rule 23 regarding notice, comported with the guidance for effective

1 notice articulated in the Manual for Complex Litigation 4th Ed, and followed the FJC’s  
2 Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide  
3 (2010).

4 41. The Notice Program schedule afforded sufficient time to provide full and proper  
5 notice to Class Members before the objection deadline.

6 I declare under penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct. Executed January 5, 2026.

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11 Cameron R. Azari, Esq.

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# Attachment 1

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

GLENN KESSELMAN, an individual, on behalf of himself and all others similarly situated, *et al.*,

Plaintiffs,

v.

TOYOTA MOTOR SALES, U.S.A., INC., a California Corporation,

Defendant.

Case No. 2:21-cv-06010-TJH-JC

**DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE**

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

#### **CAFA NOTICE IMPLEMENTATION**

5. At the direction of counsel for Defendant Toyota Motor Sales, U.S.A., 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").<sup>1</sup>

7. On February 7, 2025, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

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<sup>1</sup> CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- a. The Settlement Agreement filed in the Action, as well as the following Exhibits to the Settlement Agreement:
  - Exhibit 1 – [Proposed] Preliminary Approval Order
  - Exhibit 2 – Outreach Program
  - Exhibit 3 – Long Form Notice
  - Exhibit 4 – Direct Mail Notice
  - Exhibit 5 – Settlement Outreach Administrator’s Declaration
  - Exhibit 6 – [Proposed] Final Approval Order
  - Exhibit 7 – [Proposed] Final Judgment
- b. Fifth Amended Consolidated Class Action Complaint, Dkt. 139.
- c. Order Denying Request for Status Conference, Denying Defendants’ Two Motions [motion to dismiss and motion to compel] Without Prejudice and Setting Deadline for Joint Status Report, Dkt. 32.
- d. Order Granting Stipulation to Consolidate Actions, Dkt. 67.
- e. Order re Filing of Second Amended Complaint, Dkt. No. 79.
- f. Order TMS’s motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(6), Dkt No. 97.
- g. Notice of Motion for Preliminary Approval, Dkt. No. 145.
- h. Plaintiffs’ Memorandum of Law in Support of Preliminary Approval of Class Action Settlement, Dkt. 145-1.
- i. Joint Declaration and Exhibits, Dkt. Nos. 145-2, 145-4, 145-5.
- j. Toyota’s Memorandum of Law in Support of Preliminary Approval of Class Action Settlement, Dkt. No. 148.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 7, 2025.

  
\_\_\_\_\_  
KYLE S. BINGHAM

# **Attachment 1**

## CAFA Notice of Service List

## USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	JB McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Roy J.D. Hall Jr.	3rd Floor PO Box 7	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade	GERS BLDG 2nd Floor	St Thomas	VI	00802

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC

# **Attachment 2**

# KING & SPALDING

King & Spalding LLP  
1185 Avenue of the Americas, 34th Floor  
New York, NY 10036-4003  
Tel: +1 212 556 2100  
Fax: +1 212 556 2222  
www.kslaw.com

John P. Hooper  
Partner  
Direct Dial: +1 212 556 2220  
Direct Fax: +1 212 556 2222  
jhooper@kslaw.com

February 7, 2025

## Sent Via UPS or USPS Priority Mail

The Honorable Pamela Bondi, Esq.  
Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

The Attorneys General Identified  
in the Attached Exhibit A

## **Glenn Kesselman, et al., v. Toyota Motor Sales, U.S.A., Inc., 2:21-cv-06010-AB-JC** **(U.S.D.C. C.D. Cal.) (the “Action”) Class Action Settlement**

Dear Mr. McHenry and Attorneys General,

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 *et seq.* (“CAFA”), this letter and the documents listed below, which are included in the enclosed CD, shall constitute Notice of a Proposed Class Action Settlement by Defendant Toyota Motor Sales, U.S.A., Inc. (“Toyota”), through Toyota’s undersigned counsel, in the above-referenced action.

In conjunction with this notice, please find copies of the following documents in the enclosed CD:

1. Settlement Agreement filed in the Action, as well as the following Exhibits to the Settlement Agreement:
  - a. Exhibit 1 – [Proposed] Preliminary Approval Order
  - b. Exhibit 2 – Outreach Program
  - c. Exhibit 3 – Long Form Notice
  - d. Exhibit 4 – Direct Mail Notice

The Honorable Pamela Bondi, Esq.  
The Attorneys General  
February 7, 2025  
Page 2

- g. Exhibit 5 – Settlement Outreach Administrator’s Declaration
  - h. Exhibit 6 – [Proposed] Final Approval Order
  - i. Exhibit 7 – [Proposed] Final Judgment
2. Fifth Amended Consolidated Class Action Complaint, Dkt. 139
  3. Order Denying Request for Status Conference, Denying Defendants’ Two Motions [motion to dismiss and motion to compel] Without Prejudice and Setting Deadline for Joint Status Report, Dkt. 32
  4. Order Granting Stipulation to Consolidate Actions, Dkt. 67
  5. Order re Filing of Second Amended Complaint, Dkt. No. 79
  6. Order TMS’s motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(6), Dkt No. 97
  7. Notice of Motion for Preliminary Approval, Dkt. No. 145
  8. Plaintiffs’ Memorandum of Law in Support of Preliminary Approval of Class Action Settlement, Dkt. 145-1
  9. Joint Declaration and Exhibits, Dkt. Nos. 145-2, 145-4, 145-5
  10. Toyota’s Memorandum of Law in Support of Preliminary Approval of Class Action Settlement, Dkt. No. 148

Please take note that plaintiffs filed the operative Settlement Agreement and exhibits thereto in the Action with the United States District Court for the Central District of California (the “Court”) on January 31, 2025. As of the date of this letter, the Court has not yet scheduled a preliminary approval hearing nor has the Court issued a preliminary approval order as of the date of this letter.

At the present time it is not feasible to provide the names of each class member who resides in each jurisdiction, but it is anticipated that the great majority reside in States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington (“Class States”) since the Class Members must have purchased or leased their Class Vehicle in a Class State. Toyota currently estimates there approximately 1.8 million vehicles impacted by this settlement.

The Honorable Pamela Bondi, Esq.  
The Attorneys General  
February 7, 2025  
Page 3

If for any reason you believe the enclosed information does not fully comply with CAFA, please notify the undersigned immediately so that Toyota can address any concerns you may have.

Very truly yours,



John P. Hooper

Enclosure

Exhibit A

Appropriate Official	Address 1	Address 2	Address 3	City	State	Zip
Pamela Bondi	US Department of Justice	950 Pennsylvania Ave NW		Washington	DC	20530
Treg Taylor	Office of the Attorney General	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Steve Marshall	Office of the Attorney General	501 Washington Ave		Montgomery	AL	36104
Tim Griffin	Office of the Attorney General	323 Center St	Suite 200	Little Rock	AR	72201
Kris Mayes	Office of the Attorney General	2005 N Central Ave		Phoenix	AZ	85004
CAFA Coordinator	Office of the Attorney General	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Phil Weiser	Office of the Attorney General	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.				CT	
Brian Schwab	Office of the Attorney General	400 6th St NW		Washington	DC	20001
Kathy Jennings	Office of the Attorney General	Carvel State Bldg	820 N French St	Wilmington	DE	19801
James Uthmeier	Office of the Attorney General	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Chris Carr	Office of the Attorney General	40 Capitol Square SW		Atlanta	GA	30334
Anne E Lopez	Department of the Attorney General	425 Queen St		Honolulu	HI	96813
Brenna Bird	Iowa Attorney General	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Raul Labrador	Office of the Attorney General	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Kwame Raoul	Office of the Attorney General	500 South Second Street		Springfield	IL	62701
Todd Rokita	Office of the Indiana Attorney General	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Kris Kobach	Office of the Attorney General	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Russell Coleman	Office of the Attorney General	700 Capitol Ave Suite 118		Frankfort	KY	40601
Liz Murrill	Office of the Attorney General	PO Box 94005		Baton Rouge	LA	70804
Andrea Campbell	Office of the Attorney General	1 Ashburton Pl 20th Fl		Boston	MA	02108
Anthony G Brown	Office of the Attorney General	200 St Paul Pl		Baltimore	MD	21202
Aaron Frey	Office of the Attorney General	6 State House Station		Augusta	ME	04333
Dana Nessel	Department of Attorney General	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Keith Ellison	Office of the Attorney General	445 Minnesota St Ste 1400		St Paul	MN	55101
Andrew Bailey	Missouri Attorney General's Office	207 West High Street	PO Box 899	Jefferson City	MO	65102
Lynn Fitch	Mississippi Attorney General	PO Box 220		Jackson	MS	39205
Austin Knudsen	Office of the Attorney General	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Jeff Jackson	Attorney General's Office	9001 Mail Service Ctr		Raleigh	NC	27699
Drew H Wrigley	Office of the Attorney General	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Mike Hilgers	Nebraska Attorney General	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
John Formella	Office of the Attorney General	NH Department of Justice	33 Capitol St	Concord	NH	03301
Matthew J Platkin	Office of the Attorney General	25 Market Street	PO Box 080	Trenton	NJ	08625
Raul Torrez	Office of the Attorney General	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.				NV	
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.				NY	
Dave Yost	Office of the Attorney General	30 E Broad St Fl 14		Columbus	OH	43215
Gentner Drummond	Office of the Attorney General	313 NE 21st St		Oklahoma City	OK	73105
Dan Rayfield	Office of the Attorney General	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Dave Sunday	Office of the Attorney General	16th Fl Strawberry Square		Harrisburg	PA	17120
Peter F Neronha	Office of the Attorney General	150 S Main St		Providence	RI	02903
Alan Wilson	Office of the Attorney General	PO Box 11549		Columbia	SC	29211
Marty Jackley	Office of the Attorney General	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Jonathan Skrmetti	Office of the Attorney General	PO Box 20207		Nashville	TN	37202
Ken Paxton	Office of the Attorney General	PO Box 12548		Austin	TX	78711
Derek Brown	Office of the Attorney General	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Jason S Miyares	Office of the Attorney General	202 N 9th St		Richmond	VA	23219
Charity R Clark	Office of the Attorney General	109 State St		Montpelier	VT	05609
Nick Brown	Office of the Attorney General	800 5th Ave Ste 2000		Seattle	WA	98104
Josh Kaul	Office of the Attorney General	PO Box 7857		Madison	WI	53707
JB McCuskey	Office of the Attorney General	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Bridget Hill	Office of the Attorney General	109 State Capital		Cheyenne	WY	82002
Roy J.D. Hall Jr.	Department of Legal Affairs	American Samoa Gov't Exec Ofc Bldg Utulei	Territory of American Samoa	Pago Pago	AS	96799
Douglas Moylan	Attorney General Office of Guam	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Edward Manibusan	Office of the Attorney General	PO Box 10007		Saipan	MP	96950
Domingo Emanuelli Hernández	PR Department of Justice	PO Box 9020192		San Juan	PR	00902
Gordon C. Rhea	Department of Justice	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

# Attachment 2

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## Toyota Hands-Free Phone System Echo Class Action Settlement

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From Settlement Outreach Administrator <noreply@toyotaechosettlement.com>

To [REDACTED]

### **THIS IS A COURT-APPROVED LEGAL CLASS SETTLEMENT NOTICE.**

**Current and Former Owners and Lessees of certain Toyota vehicles with a hands-free phone system echo defect could receive benefits from a Class Action Settlement.**

#### **Who Is In the Class and What Are the Allegations?**

You are receiving this notice because you may be a Class Member in a proposed class action settlement alleging that certain vehicles contain a defective hands-free phone system. Specifically, when the driver of the Toyota vehicle uses the hands-free phone system to make or receive a call, the person on the other end of the call hears an echo of his or her own words.

Class Members include persons or entities who, as of **August 18, 2025**, owned, purchased, or leased a Subject Vehicle in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington. Subject Vehicles include the following: 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

#### **What Are the Settlement Benefits?**

The proposed Settlement provides injunctive relief through an Outreach Program, which will educate the Class Members on the existence of the Echo Issue as well as clarification and disclosure of a procedure to address the alleged Echo Issue by adjusting the volume settings on cell phones and in the Subject Vehicles. You can find more information on the Settlement by accessing the website, where you can: (i) view settlement documents; (ii) determine whether you are included in the Settlement, and/or (iii) access the Volume Adjustment Protocol Settlement Website for educational materials. Under the Settlement, Class Members are not releasing any claims for monetary or statutory damages, personal injury, or wrongful death.

The Volume Adjustment Protocol Website has an instructional video and other materials that provide instructions and guidance regarding the Volume Adjustment Protocol.

### What are my options?

**DO NOTHING.** If you are a member of the Class and choose to do nothing, you will still receive benefits from the Outreach Program provided under the Settlement, and you will give up the right to sue Toyota for injunctive relief about the issues in the lawsuit. This is a mandatory Rule 23(b) (2) Class and **Class Members cannot opt out (exclude themselves)** from the Settlement. You are not required to appear before the Court to participate in the Settlement.

**OBJECT.** You may object to the Settlement by **January 14, 2026**. If you wish to object to the Settlement, the Court will consider your views. For more information and the requirements, visit the Settlement website.

**GO TO THE FAIRNESS HEARING.** The Court will hold a hearing on **March 2, 2026, at 10:00 a.m. PST**, to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend but may attend at your own expense.

To represent the Settlement Class, the Court appointed as Class Counsel Mike Arias, Craig Momita, and M. Anthony Jenkins of Arias Sanguinetti Wang & Team LLP, and Kevin Green, Thomas Rosenfeld, and Daniel Levy of Goldenberg Heller & Antognoli, P.C.

**Questions about the Settlement? Call toll-free 1-888-835-5756 or visit**  
[www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com).

**Questions about the Volume Adjustment Protocol? Visit**  
[www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com).

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If [REDACTED] should not be subscribed or if you need to change your subscription information for Kesselman v. Toyota, [please use this preferences page](#).

# Attachment 3

*Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*  
Case No. 2:21-cv-06010-TJH-JC (C.D. Cal.)  
c/o Settlement Outreach Administrator  
PO Box 3607  
Portland, OR 97208-3607

FIRST-CLASS MAIL  
PRESORTED  
U.S. POSTAGE PAID  
PORTLAND, OR  
PERMIT NO. 2882

**THIS IS A COURT-APPROVED LEGAL  
CLASS SETTLEMENT NOTICE**

To access the official Settlement Website,  
scan this QR Code.



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**Who Is In the Class and What Are the Allegations?** You are receiving this notice because you may be a mandatory Class Member in a proposed class action settlement alleging that certain vehicles contain a defective hands-free phone system. Specifically, when the driver of the Toyota vehicle uses the hands-free phone system to make or receive a call, the person on the other end of the call hears an echo of his or her own words.

Class Members include persons or entities who currently own or lease Subject Vehicles in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington. Subject Vehicles include the following:

2014-2019 4Runner	2015-2019 Prius V
2015-2018 Avalon	2014-2019 Sequoia
2015-2018 Avalon HV	2015-2017 Sienna
2014-2019 Highlander	2014-2019 Tacoma
2014-2019 Highlander HV	2014-2019 Tundra
2016-2018 Mirai	2015 Venza
2016-2019 Prius	2018-2019 Yaris
2017-2019 Prius Prime	

Toyota denies the allegations brought against it in the lawsuit, and the Court has not decided who is right. **This notice is to inform you about the Settlement and help you understand your options.**

To access the Volume Adjustment Protocol Website, scan this QR Code:



**What Are the Settlement Benefits?** The proposed Settlement provides injunctive relief through an Outreach Program, which will educate the Class Members on the existence of the Echo Issue as well as clarification and disclosure of a procedure for adjusting the volume settings on cell phones and in the Subject Vehicles in order to address the alleged echo issue. You can find more information on the Settlement by accessing the website, [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com) where you can:

- (i) view settlement documents,
- (ii) determine whether you are included in the Settlement, and/or
- (iii) access the Volume Adjustment Protocol Settlement Website for educational materials.

The Volume Adjustment Protocol Website, [www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com), has instructional videos and other materials that provide instructions and guidance regarding the Volume Adjustment Protocol.

The instructions for the Volume Adjustment Protocol are also at the bottom of this postcard.

**How Will the Attorneys Be Paid?** The attorneys representing the class will request up to \$2,850,000.00 for attorneys' fees to compensate them for their work litigating this case and securing the Settlement, up to \$300,000.00 in costs and expenses, and up to \$95,000.00 total as service awards for all of the Class Representatives will also be requested. Toyota has agreed to pay amounts awarded by the Court. For more information, visit the Settlement website or call the toll-free number below.

**What Are My Rights?** You may object to the Settlement by **January 14, 2026**. If you wish to object to the Settlement, the Court will consider your views. For more information and the requirements, visit the Settlement website. **You cannot opt out (exclude yourself)** from this Rule 23(b)(2) settlement.

**When is the Fairness Hearing?** The Court will hold a hearing on **March 2, 2026, at 10:00 a.m.**, to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend but may attend at your own expense.

**Volume Adjustment Protocol:** If the person on the other end of your hands-free phone call hears an echo, follow these steps:

For safety purposes, these steps should not be performed while your vehicle is being driven.

1. Initiate a Bluetooth hands-free phone call. After successful connection, proceed to step 2. Keep the call connected until all the steps are completed.
2. Increase the volume on your phone to the highest volume level using the volume button on the phone.
3. Adjust the volume of your vehicle's speakers to level 45 or lower using the volume adjustment knob or the steering wheel controls in your vehicle.
4. If echo remains, continue reducing the volume of your vehicle's speakers.

These volume settings will remain in place for future hands-free phone calls but may be undone if your phone is paired to a new head unit, a phone update occurs, or your phone is un-paired and re-paired to your vehicle. If that occurs, repeat the steps above. **Please keep these instructions in the glove box your vehicle for future reference.**

**Questions about the Settlement? Please Call 1-888-835-5756 or Visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**  
**Questions about the Volume Adjustment Protocol? Visit [www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com)**

# Attachment 4

## **Toyota Bluetooth Echo Class Action Settlement Notice**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

### **An Outreach Program is Available for Class Members Who Purchase(d), Own(ed), or Lease(d) 2014-2019 Select Toyota Vehicles Residing in Certain States**

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants<sup>1</sup> concerning 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles (known as the “Subject Vehicles”). The Settlement applies to “Class Members,” who are those individuals or legal entities who at any time as of August 18, 2025, own(ed), purchase(d), or lease(d) Subject Vehicles in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington (the “Class States”). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides an Outreach Program, which shall educate Class Members on how to adjust the Bluetooth settings on their cell phones in order to fix the alleged Echo Issue.

The case is currently pending before Judge Terry J. Hatter, Jr. in the United States District Court for the Central District of California, Western Division, in an action titled *Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.* (Case No. 2:21-cv-06010-TJH-JC). Plaintiffs allege that the Subject Vehicles contain a defect in the vehicle’s hands-free phone system, causes the Echo Issue. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. **The purpose of this notice is to provide you with important information about the Settlement so you may decide what to do.**

If the Court grants final approval, the Settlement will provide injunctive relief through an Outreach Program, which will include:

- Volume Adjustment Protocol Website, which shall contain:
  - Information about the Echo Issue;
  - Detailed customer instructions related to the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
  - An enhanced video with instructions regarding the Volume Adjustment Protocol, the script for which has been negotiated and agreed to by the Parties; and
  - A link to the Settlement website, [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com);
- Communications sent directly to current owners or lessees of Subject Vehicles in the Class States, via U.S. Mail, or where available, by email, which includes:
  - Information about the Echo Issue;
  - Enhanced instructions for the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
  - A QR code to the Volume Adjustment Protocol Website, and
  - A QR code to the Settlement website;

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

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

ID #:4236

- Volume Adjustment Protocol IVR phone number, where Class Members can listen to responses for commonly asked questions related to the Volume Adjustment Protocol;
- Social media program which includes social media ads that target Class Members that will provide settlement-related information to Class Members including directing the Class Members to the Volume Adjustment Protocol Website; and
- A Renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

If the Settlement becomes final, all Class Members will release Toyota and the Released Parties from liability for injunctive relief and will not be able to sue Toyota for injunctive relief regarding the issues in the lawsuit.

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

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com). Please visit the website regularly for further updates about the Settlement. If you have questions about the Volume Adjustment Protocol, visit [www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com).

**What This Notice Contains**

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**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

# THE LAWSUIT AND SETTLEMENT BENEFITS

## 1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action injunctive settlement. You are NOT being sued. This notice explains the litigation, the proposed Settlement, and your legal rights. Judge Terry J. Hatter, Jr. of the United States District Court for the Central District of California, Western Division is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:21-cv-06010-TJH-JC.

If you have any questions, please visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com) or contact the Settlement Outreach Administrator at 1-888-835-5756.

## 2. What are my options?

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

<b>DO NOTHING</b>	If you are a member of the Class and choose to do nothing, you will still receive benefits from the Outreach Program provided under the Settlement, and you will give up the right to sue Toyota for injunctive relief about the issues in the lawsuit. This is a mandatory Rule 23(b)(2) Class and Class Members cannot opt out (exclude themselves) from the settlement. You are not required to appear before the Court to participate in the Settlement.
<b>OBJECT</b>	You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Question 12 below for further details on objecting to the Settlement. You must object by <b>January 14, 2026</b> .

## 3. What is this lawsuit about?

This lawsuit alleges that there is a defect in certain Toyota vehicles (“Subject Vehicles”) in which, when the Toyota driver uses the Bluetooth hands-free phone system to make or receive a call, the person on the other end of the phone call hears an echo of his or her own words (“Echo Issue”). Plaintiffs primarily allege that Toyota’s failure to disclose to Plaintiffs and the rest of the class members the existence of the Echo Issue violates the consumer protection statutes of California, Arizona, Colorado, Missouri, Washington, Illinois, Georgia, New York, Ohio, Oregon, and Minnesota.

The Subject Vehicles are the 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

The parties have actively litigated the case since 2019, including lawsuits in multiple jurisdictions that were consolidated into this case, Toyota filing multiple motions to dismiss, Toyota's motion to compel arbitration, exchanging discovery including interrogatories and responses to those interrogatories, production of over 90,000 pages of documents, and deposition of 11 plaintiffs.

The operative complaint, the Fifth Amended Class Action Complaint, was filed on January 6, 2025 and raises thirteen causes of action, including violation of California's Unfair Competition Law, violation of Arizona's Consumer Fraud Act, violation of Colorado's Consumer Protection Act, violation of Section 349 of the New York General Business Law, violation of Section 350 of the New York General Business Law, violation of the Washington Consumer Protection Act, violation of the Illinois Consumer Fraud and Deceptive Business Practice Act, violation of the Missouri Merchandising Practice Act, violation of the Georgia Fair Business Practices Act, violation of Ohio's Consumer Sales Practices Act, violation of Oregon's Unlawful Trade Practices Act, violation of Minnesota's Prevention of Consumer Fraud Act, and violation of Minnesota's Uniform Deceptive Trade Practices Act.

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

#### 4. What does the Settlement provide?

The Settlement provides for injunctive relief only, consisting of a multifaceted consumer Outreach Program designed to educate Class Members about the existence of the Echo Issue and how to adjust the volume settings on their cell phone and in their vehicle in order to eliminate the problem. **The settlement does not release the monetary claims of class members.**

The Outreach Program includes:

- Volume Adjustment Protocol Website, which shall contain:
  - Information about the Echo Issue;
  - Detailed customer instructions related to the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties,
  - An enhanced video instructing Class Members of the Volume Adjustment Protocol, the script for which has been negotiated and agreed to by the Parties, and
  - A link to the Settlement website, [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com);
- Communications sent directly to current owners or lessees of Subject Vehicles in the Class States, via U.S. Mail, or where available, by email, which includes:
  - Information about the Echo Issue;
  - Enhanced instructions for the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
  - A QR code to the Volume Adjustment Protocol Website, and
  - A QR code to the Settlement website;
- Volume Adjustment Protocol IVR phone number, where Class Members can listen to responses for commonly asked questions related to the Volume Adjustment Protocol;
- Social media program which includes social media ads that target Class Members that will provide settlement-related information to Class Members including directing the Class Members to the Volume Adjustment Protocol Website; and
- A Renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

**The Volume Adjustment Protocol Website can be found at [www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com).**

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

**5. What am I giving up in exchange for the Settlement benefits?**

If the Settlement becomes final, all Class Members will release Toyota and the Released Parties from liability for injunctive relief and will not be able to sue Toyota about the issues in the lawsuit for injunctive relief.

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

The Settlement Agreement at Section VI and Appendix A of this Long Form Notice describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com). You can talk to one of the lawyers listed in Question 10 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

**6. What is a Class Action?**

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are known as the “Class” or “Class Members,” and the Court must approve this procedure. When a class action of this nature is settled, the Court resolves the issues in the lawsuit for all class members, without the option for exclusion or opting out.

**7. Why is there a Settlement?**

Both sides in the lawsuit agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement provides benefits to Class Members in exchange for releasing Toyota from liability. The Settlement does not mean that Toyota broke any laws or did anything wrong, and the Court did not decide which side was right. The Class Representatives and the lawyers representing the Class believe that the Settlement is in the best interests of all Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth in greater detail the rights and obligations of the parties. To access the Settlement Agreement and other important case documents, please visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com).

**WHO IS IN THE SETTLEMENT?**

**8. Am I included in the Settlement?**

You are included in the Class if as of August 18, 2025, you own, lease, or previously purchased, owned or leased a Subject Vehicle in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington.

The Subject Vehicles are:

2014-2019 4Runner	2016-2018 Mirai	2015-2017 Sienna
2015-2018 Avalon	2016-2019 Prius	2014-2019 Tacoma
2015-2018 Avalon HV	2017-2019 Prius Prime	2014-2019 Tundra
2014-2019 Highlander	2015-2019 Prius V	2015 Venza
2014-2019 Highlander HV	2014-2019 Sequoia	2018-2019 Yaris

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

**9. Is anyone excluded from the Settlement?**

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

- Toyota, its officers, directors, and employees, affiliates and affiliates’ officers, directors and employees; distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors;
- Plaintiffs’ counsel; and
- Judicial officers and their immediate family members and associated court staff assigned to this case.

For more information, please review the Settlement Agreement available at [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com).

**THE LAWYERS REPRESENTING YOU**

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

Yes. The Court has appointed lawyers from the law firms Arias Sanguinetti Wang and Team LLP and Goldenberg Heller & Antognoli, P.C. These lawyers are called “Class Counsel.” Their contact information is as follows:

<p>Mickel M. Arias M. Anthony Jenkins Arias Sanguinetti Wang and Team LLP 6701 Center Drive West 14th Floor Los Angeles, CA 90045 Tel: 310-844-9696 Email: <a href="mailto:Toyotasettlement@aswtlawyers.com">Toyotasettlement@aswtlawyers.com</a></p>	<p>Kevin P. Green Thomas P. Rosenfeld Daniel S. Levy  Goldenberg Heller &amp; Antognoli, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025 Tel: 618-656-5150 E-mail: <a href="mailto:Toyotasettlement@ghalaw.com">Toyotasettlement@ghalaw.com</a></p>
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If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**11. How will the lawyers be paid?**

Class Counsel will ask the Court to award the attorneys representing the Class up to \$2,850,000.00 to compensate them for their attorneys’ fees and up to \$300,000.00 for their costs and expenses in litigating this case and securing this nationwide Settlement for the Class. The amounts awarded will be paid by the Toyota Defendants. Class Counsel will also ask the Court to award the Settlement Class Representatives service awards totaling no more than \$95,000.00 for their work in this litigation.

The Court must approve Class Counsel’s requests for fees, costs and expenses, and Settlement Class Representative service awards. Class Counsel will submit their request by December 19, 2025, and that document will be available at [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com) shortly after it is filed with the Court.

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

**OBJECTING TO THE SETTLEMENT****12. How do I tell the Court if I do not like the Settlement?**

If you do not like the Settlement, you may object to it.<sup>2</sup> The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, the lawsuit will continue. To comment on or to object to the Settlement or to Class Counsel's request for attorneys' fees, costs, and expenses, and the request for Settlement Class Representative service awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name "*Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*" and number of the Action "No. 2:21-cv-06010-TJH-JC;"
- Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- An explanation of the basis upon which you claim to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), the State in which you purchased or leased the Subject Vehicle, and the date of purchase/lease;
- Whether the objection applies only to you, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence you believe supports the objection;
- The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection to this Settlement, the caption and case number of each case in which you have made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- If you have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection;
- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
- Your original signature and date of signature (an electronic signature or attorney's signature is not sufficient).

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

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

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<sup>2</sup> This is a mandatory Rule 23(b)(2) Class and Class Members cannot opt out (exclude themselves) from the settlement.

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

counsel has made such objection and the caption and case number of any related appeal.

The lawyer(s) asserting the objection must also:

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

You must file your objection electronically with the Court, or mail your objection to the Clerk of the Court, Class Counsel and Toyota's counsel with a postmark of, on or before **January 14, 2026**:

Court	Class Counsel	Toyota's Counsel
Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. 1st Street, Courtroom #9C, 9th Floor (or as assigned) Los Angeles, California 90012	Mickel M. Arias Arias Sanguinetti Wang and Team 6701 Center Drive West, 14th Floor Los Angeles, CA 90045 Toyotasettlement@aswtlawyers.com  Kevin P. Green Goldenberg Heller & Antognoli, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025 Toyotasettlement@ghalaw.com	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, New York 10036 jhooper@kslaw.com

If you intend to appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, you or your attorney(s) who intend to appear must also deliver a notice of intention to appear to Class Counsel and to Toyota's Counsel at the addresses listed above, and file that notice with the Court, by **January 14, 2026**.

## THE COURT'S FAIRNESS HEARING

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

The Court will hold the final approval or "Fairness Hearing" at **10:00 a.m. PST on March 2, 2026**, at the United States District Courthouse, Western Division of the Central District of California, 350 W. 1st Street, Courtroom # 9C, 9th Floor (or as assigned) Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs, and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see* Question 12 above). The Court will decide whether to grant final approval of the settlement, and, if so, how much Class Counsel and Class Representatives will receive from Toyota. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website ([www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)) for further updates.

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

**14. Do I have to come to the hearing?**

No, you do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advanced notice of your intention to appear (*see* Question 12 above). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

**15. May I speak at the hearing?**

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court a written notice of your intent to appear by January 14, 2026, and send a copy of that notice to Class Counsel and to Toyota’s Counsel at the addresses listed in Question 12 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **10:00 a.m. PST on March 2, 2026**. The Court may reschedule the Fairness Hearing, so check the Settlement website ([www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)) for further updates.

**GETTING MORE INFORMATION**

**16. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the Settlement at [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com). You can also call the toll-free number, 1-888-835-5756.

**PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY  
FOR IMPORTANT SETTLEMENT UPDATES**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

**Appendix A – Section VI from the Settlement Agreement – Release and Waiver**

- A. The Parties agree to the following releases and waiver, which shall take effect upon the Final Effective Date.
- B. Settlement Class Release
1. In consideration for the relief provided above, Class Members, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all injunctive relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action or the Related Action, including, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind seeking any injunctive relief, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.
- C. Plaintiffs' Release
1. In consideration for the relief provided above, Plaintiffs and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action and/or the Related Action, including, not limited to, injunctive or declaratory relief, compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.
- D. Related Release Terms
1. If a Class Member commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or

**Questions? Call Toll Free 1-888-835-5756 or visit [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

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- proceeding shall be dismissed with prejudice at that Class Member's cost.
2. Notwithstanding the Releases set forth in Section VI of this Agreement, Plaintiffs and Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.
  3. The Final Approval Order will reflect the terms of these Releases.
  4. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Approval Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.
  5. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, and/or assert 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 claims subject to the Release.
- E. In connection with this Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they may hereafter discover claims encompassed by the Release presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action, the Related Action, and/or the Release herein. Nevertheless, it is the intention of the Class Representatives in executing this Agreement fully, finally, and forever to settle, release, discharge, and acquit, all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action or the Related Action, to the extent they are encompassed by the Release. Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.
- F. Class Representatives expressly understand and acknowledge that all Class Representatives will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.
- Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.
- G. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action and/or the Related Action, including, without limitation, any claim for benefits, proceeds, or value under the Action and/or the Related Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.
- H. Without in any way limiting its scope, and, except to the extent otherwise specified in the

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Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs, or any other fees, costs, and/or disbursements incurred by any attorneys, Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

- I. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive Attorneys' Fees, Costs, and Expenses from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.
- J. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended in regard to the Action and/or the Related Action. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements.
- K. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- L. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

# Attachment 5

## **Aviso de Conciliación de demanda colectiva sobre el eco de Bluetooth de Toyota**

*Un tribunal federal autorizó este Aviso. No es una solicitud de un abogado.*

# **Se pone a disposición un Programa de ayuda para los Miembros del grupo que compran (o compraron), adquieren (o adquirieron) o arrendan (o arrendaron) vehículos Toyota seleccionados de 2014 a 2019 que residen en determinados estados**

Existe una conciliación propuesta (la “Conciliación”) en una demanda colectiva contra los Demandados de Toyota<sup>1</sup> que incluye los vehículos 4Runner de 2014 a 2019, Avalon de 2015 a 2018, Avalon HV de 2015 a 2018, Highlander de 2014 a 2019, Highlander HV de 2014 a 2019, Mirai de 2016 a 2018, Prius de 2016 a 2019, Prius Prime de 2017 a 2019, Prius V de 2015 a 2019, Sequoia de 2014 a 2019, Sienna de 2015 a 2017, Tacoma de 2014 a 2019, Tundra de 2014 a 2019, Venza de 2015 y Yaris de 2018 a 2019 (denominados los “Vehículos incluidos”). La Conciliación se aplica a los “Miembros del grupo”, que son aquellas personas o entidades legales que, en cualquier momento al 18 de agosto del 2025, adquieren (o adquirieron), compran (o compraron) o arriendan (o arrendaron) Vehículos incluidos en los estados de Arizona, California, Colorado, Georgia, Illinois, Minnesota, Misuri, Nueva York, Ohio, Oregón y Washington (los “Estados de la demanda colectiva”). Si usted está incluido en la Conciliación, tiene derechos y opciones legales y plazos para ejercerlos.

La Conciliación proporciona un Programa de ayuda, que educará a los Miembros del grupo sobre cómo configurar la configuración de Bluetooth en sus teléfonos celulares para corregir el supuesto Problema de eco.

El caso está actualmente pendiente ante el Juez Terry J. Hatter, Jr. en el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, División Occidental, en una demanda titulada *Kesselman contra Toyota Motor Sales, U.S.A., Inc., et al.* (Caso n.º 2:21-cv-06010-TJH-JC). Los Demandantes alegan que los Vehículos incluidos presentan un defecto en el sistema telefónico manos libres del vehículo, lo que causa el Problema de eco. Toyota niega las acusaciones presentadas contra ella en la demanda, pero ha aceptado la Conciliación para resolver el caso. El Tribunal no ha decidido quién tiene la razón. **El propósito de este aviso es proporcionarle información importante sobre la Conciliación para que pueda decidir qué hacer.**

Si el Tribunal otorga la aprobación definitiva, la Conciliación proporcionará medidas cautelares a través de un Programa de ayuda, que incluirá lo siguiente:

- Sitio web del Protocolo de ajuste de volumen, con lo siguiente:
  - información sobre el Problema de eco;
  - instrucciones detalladas para el cliente relacionadas con el Protocolo de ajuste de volumen, cuyo texto ha sido negociado y acordado por las Partes;
  - un video mejorado con instrucciones sobre el Protocolo de ajuste de volumen, cuyo guion ha sido negociado y acordado por las Partes;
  - un enlace al sitio web de la Conciliación, [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com).
- Comunicaciones enviadas directamente a propietarios o arrendatarios actuales de Vehículos

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<sup>1</sup> Los términos en mayúscula tienen el significado que se les asigna en el Acuerdo de conciliación, a menos que se indique lo contrario.

incluidos en los estados de la demanda colectiva, por correo postal de los EE. UU. o, cuando esté disponible, por correo electrónico, con lo siguiente:

- información sobre el Problema de eco;
  - instrucciones mejoradas para el Protocolo de ajuste de volumen, cuyo texto ha sido negociado y acordado por las Partes;
  - un código QR con enlace al sitio web del Protocolo de ajuste de volumen; y
  - un código QR con enlace al sitio web de la Conciliación.
- Número de teléfono de la respuesta de voz interactiva (Interactive Voice Response, IVR) del Protocolo de ajuste de volumen, donde los Miembros del grupo pueden escuchar las respuestas a las preguntas frecuentes relacionadas con el Protocolo de ajuste de volumen.
  - Programa de redes sociales que incluye anuncios en redes sociales dirigidos a los Miembros del grupo que les proporcionarán información relacionada con la Conciliación, incluido el direccionamiento de los Miembros del grupo al sitio web del Protocolo de ajuste de volumen.
  - Un Consejo técnico renovado, que estará disponible para los Concesionarios e incluirá las instrucciones mejoradas y un enlace al sitio web del Protocolo de ajuste de volumen y un video mejorado.

Si la Conciliación resulta ser definitiva, todos los Miembros del grupo eximirán a Toyota y a las Partes exoneradas de la responsabilidad por medidas cautelares, y no podrán demandar a Toyota por medidas cautelares con respecto a los asuntos de la demanda.

**En virtud de la Conciliación, usted no releva ningún reclamo por daños legales o económicos, lesiones personales o muerte por negligencia.**

Este aviso proporciona un resumen de la Conciliación, y es importante que lo revise detenidamente para comprender sus derechos legales. Los detalles completos de la Conciliación, incluido el Acuerdo de conciliación y otros documentos importantes del caso, están disponibles en [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com). Visite regularmente el sitio web para ver más actualizaciones sobre la Conciliación. Si tiene preguntas sobre el Protocolo de ajuste de volumen, visite [www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com).

**Qué contiene este aviso**

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## BENEFICIOS DE LA DEMANDA Y LA CONCILIACIÓN

### 1. ¿De qué se trata este Aviso?

Un tribunal federal autorizó este aviso para informarle sobre una propuesta de Conciliación de medidas cautelares de demanda colectiva. Usted NO está siendo demandado. Este aviso explica el litigio, la Conciliación propuesta y sus derechos legales. El Juez Terry J. Hatter, Jr. del Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, División Occidental, está a cargo de este caso y tiene jurisdicción exclusiva sobre la Conciliación. Este litigio se denomina *Kesselman contra Toyota Motor Sales, U.S.A., Inc., et al.*, Caso n.º 2:21-cv-06010-TJH-JC.

Si tiene alguna pregunta, visite [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com) o comuníquese con el Administrador de la Ayuda de la Conciliación al 1-888-835-5756.

### 2. ¿Cuáles son mis opciones?

La siguiente tabla resume sus opciones en virtud de la Conciliación propuesta. **Revise esta información detenidamente porque sus derechos legales pueden verse afectados incluso si no toma ninguna medida.**

<b>NO HACER NADA</b>	Si es Miembro del grupo y decide no hacer nada, de todos modos recibirá beneficios del Programa de ayuda proporcionados en virtud de la Conciliación, y renunciará al derecho de demandar a Toyota por medidas cautelares sobre los problemas de la demanda. Esta es una demanda colectiva obligatoria en virtud de la Regla 23(b)(2) y los Miembros del grupo no pueden retirarse (excluirse) de la Conciliación. Usted no está obligado a comparecer ante el Tribunal para participar en la Conciliación.
<b>OBJETAR</b>	Usted puede escribirle al Tribunal para explicar por qué no está de acuerdo con la Conciliación. Si objeta la Conciliación, está expresando sus opiniones sobre la Conciliación, pero seguirá siendo miembro del Grupo (si es elegible de otro modo) y seguirá liberando las reclamaciones cubiertas por esta Conciliación. Si presenta objeciones a la Conciliación como se ha descrito anteriormente, puede solicitar hablar en el Tribunal sobre la equidad de la Conciliación. Consulte la pregunta 12 a continuación para obtener más detalles sobre cómo oponerse a la Conciliación. Debe objetar a más tardar el <b>14 de enero del 2026</b> .

### 3. ¿De qué trata esta demanda?

Esta demanda alega que existe un defecto en ciertos vehículos Toyota (“Vehículos incluidos”) por el cual, cuando el conductor de Toyota usa el sistema telefónico manos libres por Bluetooth para hacer o recibir una llamada, la persona en el otro extremo de la llamada escucha un eco de sus propias palabras (“Problema de eco”). Los Demandantes alegan principalmente que el incumplimiento por parte de Toyota en divulgar a los Demandantes y al resto de los Miembros del grupo la existencia del Problema de eco infringe los estatutos sobre la protección al consumidor de California, Arizona, Colorado, Misuri, Washington, Illinois, Georgia, Nueva York, Ohio, Oregón y Minnesota.

Los Vehículos incluidos son los vehículos 4Runner de 2014 a 2019, Avalon de 2015 a 2018, Avalon HV de 2015 a 2018, Highlander de 2014 a 2019, Highlander HV de 2014 a 2019, Mirai de

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2016 a 2018, Prius de 2016 a 2019, Prius Prime de 2017 a 2019, Prius V de 2015 a 2019, Sequoia de 2014 a 2019, Sienna de 2015 a 2017, Tacoma de 2014 a 2019, Tundra de 2014 a 2019, Venza de 2015 y Yaris de 2018 a 2019.

Las partes han litigado activamente el caso desde 2019, incluidas las demandas en múltiples jurisdicciones que se consolidaron en este caso, la presentación por parte de Toyota de múltiples mociones de desistimiento, la moción de Toyota para obligar el arbitraje, el intercambio de presentación de hallazgos, incluidos los interrogatorios y las respuestas a esos interrogatorios, la redacción de más de 90,000 páginas de documentos y la declaración de 11 demandantes.

La demanda principal, el Quinto reclamo enmendado de la demanda colectiva, se presentó el 6 de enero del 2025 y plantea trece causales de demanda, incluido el incumplimiento de la Ley de Competencia Desleal de California, el incumplimiento de la Ley de Fraude al Consumidor de Arizona, el incumplimiento de la Ley de Protección al Consumidor de Colorado, el incumplimiento de la Sección 349 de la Ley General de Negocios de Nueva York, el incumplimiento de la Sección 350 de la Ley General de Negocios de Nueva York, el incumplimiento de la Ley de Protección al Consumidor de Washington, el incumplimiento de la Ley de Fraude al Consumidor y Prácticas Comerciales Engañosas de Illinois, el incumplimiento de la Ley de Prácticas de Comercialización de Misuri, el incumplimiento de la Ley de Prácticas Comerciales Justas de Georgia, el incumplimiento de la Ley de Prácticas de Ventas al Consumidor de Ohio, el incumplimiento de la Ley de Prácticas Comerciales Ilegales de Oregón, el incumplimiento de la Ley de Prevención de Fraudes al Consumidor de Minnesota y el incumplimiento de la Ley Uniforme de Prácticas Comerciales Engañosas de Minnesota.

Toyota niega todas las reclamaciones y acusaciones de delitos, y niega que haya infringido cualquier ley u obligación que pudiera dar lugar a responsabilidad. El Tribunal no ha decidido quién tiene la razón.

#### 4. ¿Qué establece la Conciliación?

La Conciliación establece solo medidas cautelares, que consisten en un Programa de ayuda multifacético para el consumidor diseñado para educar a los Miembros del grupo sobre la existencia del Problema de eco y cómo configurar los ajustes de volumen en su teléfono celular y en su vehículo para eliminar el problema. **La Conciliación no exime los reclamos económicos de los Miembros del grupo.**

El Programa de ayuda incluye lo siguiente:

- Sitio web del Protocolo de ajuste de volumen, con lo siguiente:
  - información sobre el Problema de eco;
  - instrucciones detalladas para el cliente relacionadas con el Protocolo de ajuste de volumen, cuyo texto ha sido negociado y acordado por las Partes;
  - un video mejorado con instrucciones para los Miembros del grupo sobre el Protocolo de ajuste de volumen, cuyo guion ha sido negociado y acordado por las Partes;
  - un enlace al sitio web de la Conciliación, [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com).
- Comunicaciones enviadas directamente a propietarios o arrendatarios actuales de Vehículos incluidos en los estados de la demanda colectiva, por correo postal de los EE. UU. o, cuando esté disponible, por correo electrónico, con lo siguiente:
  - información sobre el Problema de eco;
  - instrucciones mejoradas para el Protocolo de ajuste de volumen, cuyo texto ha sido negociado y acordado por las Partes;
  - un código QR con enlace al sitio web del Protocolo de ajuste de volumen; y

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- un código QR con enlace al sitio web de la Conciliación.
- Número de teléfono de la IVR del Protocolo de ajuste de volumen, donde los Miembros del grupo pueden escuchar las respuestas a las preguntas frecuentes relacionadas con el Protocolo de ajuste de volumen.
- Programa de redes sociales que incluye anuncios en redes sociales dirigidos a los Miembros del grupo que les proporcionarán información relacionada con la Conciliación, incluido el direccionamiento de los Miembros del grupo al sitio web del Protocolo de ajuste de volumen.
- Un Consejo técnico renovado, que estará disponible para los Concesionarios e incluirá las instrucciones mejoradas y un enlace al sitio web del Protocolo de ajuste de volumen y un video mejorado.

**El sitio web del Protocolo de ajuste de volumen se puede encontrar en [www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com).**

### **5. ¿A qué renuncio a cambio de recibir los beneficios de la Conciliación?**

Si la Conciliación resulta ser definitiva, todos los Miembros del grupo eximirán a Toyota y a las Partes exoneradas de la responsabilidad por medidas cautelares, y no podrán demandar a Toyota por los asuntos de la demanda y reclamar medidas cautelares.

**En virtud de la Conciliación, usted no releva ningún reclamo por daños legales o económicos, lesiones personales o muerte por negligencia.**

En la Sección VI del Acuerdo de conciliación y en el Anexo A de este Aviso en formato largo, se describen los reclamos exonerados mediante la terminología legal necesaria; por lo tanto, léalos detenidamente. El Acuerdo de conciliación está disponible en [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com). Puede hablar sin costo alguno con los abogados enumerados en la pregunta 10 a continuación, o puede, por supuesto, por su cuenta y gasto, hablar con su propio abogado si tiene preguntas acerca de los reclamos exonerados o el significado de ellos.

### **6. Qué es una Demanda colectiva?**

En una demanda colectiva, personas llamadas “Representantes del grupo” demandan en nombre de otras personas que tienen reclamos similares. Todas estas personas juntas se conocen como “Grupo de demandantes” o “Miembros del Grupo de Demandantes”, y el Tribunal debe aprobar este procedimiento. Cuando se llega a un acuerdo en una demanda colectiva de esta naturaleza, el Tribunal resuelve los asuntos de la demanda para todos los Miembros del grupo, sin la opción de exclusión o retiro.

### **7. ¿Por qué existe una Conciliación?**

Ambas partes de la demanda aceptaron la Conciliación para evitar el costo y los riesgos del litigio adicional, incluido un posible juicio. La Conciliación proporciona beneficios a los Miembros del Grupo de Demandantes a cambio de liberar a Toyota de responsabilidad. La Conciliación no significa que Toyota hubiese infringido ley alguna o que hubiese hecho algo ilícito, y el Tribunal aún no se expidió en lo que respecta a cuál de las partes está en lo correcto. Los Representantes del grupo de demandantes y los abogados que representan al Grupo consideran que la Conciliación beneficia a todos los Miembros del grupo de demandantes.

Este Aviso resume los términos esenciales de la Conciliación. El Acuerdo de conciliación establece, en gran detalle, los derechos y las obligaciones de las partes. Para acceder al Acuerdo de conciliación y otros documentos importantes del caso, visite [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com).

**¿Tiene alguna pregunta? Llame al número gratuito 1-888-835-5756 o visite [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

## QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO DE CONCILIACIÓN?

### 8. Estoy incluido en la Conciliación?

Usted está incluido en el Grupo si al 18 de agosto del 2025 adquiere, arrienda o previamente compró, adquirió o arrendó un Vehículo incluido en los estados de Arizona, California, Colorado, Georgia, Illinois, Minnesota, Misuri, Nueva York, Ohio, Oregon y Washington.

Los Vehículos incluidos son los siguientes:

4Runner de 2014 a 2019	Mirai de 2016 a 2018	Sienna de 2015 a 2017
Avalon de 2015 a 2018	Prius de 2016 a 2019	Tacoma de 2014 a 2019
Avalon HV de 2015 a 2018	Prius Prime de 2017 a 2019	Tundra de 2014 a 2019
Highlander de 2014 a 2019	Prius V de 2015 a 2019	Venza 2015
Highlander HV de 2014 a 2019	Sequoia de 2014 a 2019	Yaris de 2018 a 2019

### 9. ¿Hay alguien que quede excluido de la Conciliación?

Las siguientes entidades y personas quedan **excluidas** del Grupo:

- Toyota, sus ejecutivos, directores y empleados, sus afiliadas y los ejecutivos, directores y empleados de las afiliadas; sus distribuidores y los ejecutivos, directores y empleados de los distribuidores; y los concesionarios de Toyota y los ejecutivos y directores de los concesionarios de Toyota;
- los abogados de los Demandantes;
- los funcionarios judiciales y sus familiares directos, y el personal asociado del Tribunal designado para este caso.

Para obtener más información, revise el Acuerdo conciliatorio disponible en [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com).

## LOS ABOGADOS QUE LO REPRESENTAN

### 10. ¿Tengo un abogado en este caso?

Sí. El Tribunal ha designado abogados de los estudios de abogados Arias Sanguinetti Wang and Team LLP y Goldenberg Heller & Antognoli, P.C. Estos abogados se denominan “Abogados del grupo”. Su información de contacto es la siguiente:

Mickel M. Arias M. Anthony Jenkins Arias Sanguinetti Wang and Team LLP 6701 Center Drive West 14th Floor Los Angeles, CA 90045 Tel.: 310-844-9696 Correo electrónico: <a href="mailto:Toyotasettlement@aswtlawyers.com">Toyotasettlement@aswtlawyers.com</a>	Kevin P. Green Thomas P. Rosenfeld Daniel S. Levy  Goldenberg Heller & Antognoli, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025 Tel.: 618-656-5150 Correo electrónico: <a href="mailto:Toyotasettlement@ghalaw.com">Toyotasettlement@ghalaw.com</a>
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Si desea ser representado por otro abogado, puede contratar uno por su cuenta y gasto propios para que comparezca por usted ante el Tribunal.

## 11. ¿Cómo se pagará a los abogados?

Los Abogados del grupo solicitarán al Tribunal que conceda a los abogados que representan al Grupo hasta \$2,850,000.00 para compensar los honorarios, de los abogados y hasta \$300,000.00 por sus costos y gastos en el litigio de este caso y en la obtención de esta Conciliación de alcance nacional para el Grupo. Los Demandados de Toyota pagarán los montos concedidos. Los Abogados del grupo también solicitarán al Tribunal que otorgue a cada uno de los Representantes del grupo de la Conciliación una adjudicación de servicios por un total no mayor \$95,000.00 por su trabajo en este litigio.

El Tribunal debe aprobar las solicitudes de honorarios, costos y gastos del Abogado del grupo de demandantes y los pagos por servicios del Representante del grupo de demandantes de la Conciliación. Los Abogados del grupo presentarán su solicitud antes del 19 de diciembre del 2025, y ese documento estará disponible en [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com) poco después de que se presente ante el Tribunal.

## OBJETAR LA CONCILIACIÓN

### 12. ¿Cómo le hago saber al Tribunal si no estoy conforme con la Conciliación?

Si no le gusta la Conciliación, puede objetarla.<sup>2</sup> El Tribunal considerará sus posturas a la hora de decidir si aprueba o rechaza esta Conciliación. Si el Tribunal no aprueba la Conciliación, la demanda continuará. Para comentar u objetar la Conciliación o a la solicitud del Abogado del Grupo de Demandantes de honorarios, costos y gastos de abogados, y a la solicitud del pago por servicios del Representante del grupo de demandantes de la Conciliación, usted o su abogado deben presentar su objeción por escrito al Tribunal con la siguiente información:

- El nombre del caso “*Kesselman contra Toyota Motor Sales, U.S.A., Inc., et al.*” y número de la demanda, “n.º 2:21-cv-06010-TJH-JC”;
- Su nombre completo, dirección residencial actual, dirección de correo postal (si es diferente), número de teléfono y dirección de correo electrónico;
- Una explicación sobre el fundamento en virtud del cual usted alega ser un Miembro del grupo, incluida la marca, el año del modelo y los números de identificación de vehículos (Vehicle Identification Numbers, VIN) de los Vehículos incluidos, el estado en el que compró o arrendó el Vehículo incluido, y la fecha de la compra/del arrendamiento;
- Si la objeción se aplica solo a usted, a un subconjunto específico del Grupo o del Grupo completo, y a todos los motivos de la objeción, acompañados de cualquier apoyo legal para la objeción, y cualquier documento u otra prueba que crea que respalda la objeción;
- La cantidad de veces en que usted ha objetado una Conciliación de demanda colectiva en el plazo de los cinco años anteriores a la fecha en que presenta la objeción a esta Conciliación, la copia y el número de caso de cada caso en el que haya hecho una objeción, y el título y el número de caso de cualquier apelación relacionada, y una copia de las órdenes o sentencias relacionadas o que se pronuncien sobre sus objeciones previas, emitidas por los tribunales de primera instancia y de apelación en cada caso enumerado;

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<sup>2</sup> Esta es una demanda colectiva obligatoria en virtud de la Regla 23(b)(2) y los Miembros del grupo no pueden retirarse (excluirse) de la Conciliación.

- Si no ha hecho ninguna objeción anterior, deberá indicarlo afirmativamente en los materiales escritos proporcionados con la objeción;
- Una lista de todas las personas a las que se llamará a testificar en la Audiencia de equidad en apoyo a la objeción;
- Una declaración que confirme si usted tiene la intención de comparecer personalmente o testificar en la Audiencia de equidad; y
- Su firma original y la fecha de su firma (la firma de un abogado o la firma electrónica no es suficiente).

Si se realiza una objeción a través de un abogado, la objeción también debe incluir lo siguiente (además de los elementos anteriores):

- El nombre completo, número de teléfono, dirección de correo postal y dirección de correo electrónico de todos los abogados que le representen, incluido cualquier abogado anterior o actual que pueda tener derecho a una compensación por cualquier motivo relacionado con la objeción al Acuerdo de conciliación o la solicitud de honorarios, costos y gastos de abogados;
- La identidad de todos los abogados que lo representan y que comparecerán en la Audiencia de equidad definitiva; y
- El número de veces que su abogado ha representado a una persona o entidad en cuyo nombre el abogado ha objetado a una conciliación de demanda colectiva dentro de los cinco años anteriores a la fecha en que ha presentado la objeción, y el título y número de caso de cada caso en el que su abogado ha presentado dicha objeción y el título y número de caso de cualquier apelación relacionada.

El(los) abogado(s) que afirma(n) la objeción también debe(n):

- presentar un aviso de comparecencia ante el Tribunal antes de la fecha límite para presentar objeciones;
- presentar una declaración jurada que certifique su representación de cada Miembro del Grupo de Demandantes en cuyo nombre se presenta la objeción, y especificar el número de veces durante el período de cinco años anterior en que el abogado o su firma de abogados han objetado a una conciliación de demanda colectiva; y
- cumplir con los requisitos de objeción por escrito descritos en la Sección V. del Acuerdo conciliatorio.

Usted debe presentar su objeción electrónicamente ante el Tribunal o enviar su objeción por correo postal al Secretario del Tribunal, al Abogado del grupo y al abogado de Toyota con un franqueo postal a más tardar el **14 de enero del 2026**:

Tribunal	Abogados del grupo de demandantes	Abogados de Toyota
Clerk of Court United States District Court Distrito Central de California First Street Courthouse 350 W. 1st Street, Courtroom #9C, 9th Floor (o según se asigne) Los Angeles, California 90012	Mickel M. Arias Arias Sanguinetti Wang and Torrijos LLP 6701 Center Drive West, 14th Floor Los Angeles, CA 90045 Toyotasettlement@aswtlawyers.com  Kevin P. Green Goldenberg Heller & Antognoli, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025 Toyotasettlement@ghalaw.com	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, New York 10036 jhooper@kslaw.com

Si tiene la intención de comparecer en la Audiencia de equidad, ya sea en persona o a través de un abogado personal contratado a su cargo, usted o su(s) abogado(s) que tenga(n) la intención de comparecer también debe(n) entregar un aviso de intención de comparecer al Abogado del grupo y al Abogado de Toyota en las direcciones indicadas anteriormente, y presentar ese aviso ante el Tribunal antes del **14 de enero del 2026**.

## AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

### 13. ¿Cuándo y dónde decidirá el Tribunal si otorgará la aprobación definitiva de la Conciliación?

El Tribunal celebrará la aprobación definitiva, o “Audiencia de equidad” a las **10:00 a. m. hora estándar del Pacífico, el 2 de marzo del 2026**, en el Tribunal del Distrito de los Estados Unidos, División Occidental del Distrito Central de California, 350 W. 1st Street, Courtroom # 9C, 9th Floor (o según se asigne) Los Angeles, California 90012. En esta audiencia, el Tribunal evaluará si la Conciliación es justa, razonable y adecuada, y si aprueba la solicitud de los honorarios, y gastos de los abogados; y la solicitud de pagos por servicios al Representante del grupo de demandantes. Si existen objeciones, el Tribunal las considerará y escuchará a las personas que hayan solicitado hablar en la audiencia (*consulte* la pregunta 12 anterior). El Tribunal decidirá si debe otorgar la aprobación definitiva de la Conciliación y, en caso de hacerlo, cuánto recibirán el Abogado del grupo y los Representantes del grupo de parte de Toyota. No sabemos cuánto tiempo tardarán estas decisiones. El Tribunal puede reprogramar la Audiencia de equidad, por lo que debe consultar el sitio web de la Conciliación ([www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)) para obtener más actualizaciones.

### 14. ¿Debo asistir a la audiencia?

No, no es obligatorio que asista a la Audiencia de Equidad. Los Abogados del Grupo de Demandantes responderán todas las preguntas que el Tribunal pueda tener. Si desea asistir a la audiencia, puede hacerlo por su cuenta. Si presenta una objeción a la Conciliación, no tiene que asistir al Tribunal para hablar sobre ella, pero tiene la opción de hacerlo si proporciona un aviso por anticipado de su intención de comparecer (*consulte* la pregunta 12 anterior). Siempre que haya presentado una objeción escrita de manera oportuna y con toda la documentación requerida ante el Tribunal, el

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Tribunal la considerará. Puede solicitar, por su cuenta y cargo, que se presente su abogado, pero no es obligatorio.

### **15. ¿Puedo hablar en la audiencia?**

Usted o su abogado pueden pedirle permiso al Tribunal para tomar la palabra en la Audiencia de equidad. Para hacerlo, usted debe presentar ante el Tribunal una notificación por escrito de su intención de comparecer a más tardar el 14 de enero del 2026 y enviar una copia de ese aviso al Abogado del grupo y al Abogado de Toyota a las direcciones enumeradas en la pregunta 12 anterior.

Cualquier persona que haya solicitado permiso para hablar debe estar presente al comienzo de la Audiencia de equidad a las **10:00 a. m. hora estándar del Pacífico, el 2 de marzo del 2026**. El Tribunal puede reprogramar la Audiencia de equidad, por lo que debe consultar el sitio web de la Conciliación ([www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)) para obtener más actualizaciones.

## **CÓMO OBTENER MÁS INFORMACIÓN**

### **16. ¿Cómo puedo obtener más información?**

Este aviso resume la Conciliación propuesta. El Acuerdo de conciliación contiene más detalles. Puede obtener una copia del Acuerdo de conciliación y otros documentos e información sobre la Conciliación en [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com). También puede llamar al número gratuito 1-888-835-5756.

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**NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

**Anexo A. Sección VI del Acuerdo conciliatorio: Exoneración y renuncia**

A. Las Partes acuerdan las exoneraciones y la renuncia siguientes, las cuales deberán entrar en vigencia al momento de la Fecha de entrada en vigencia definitiva.

B. Exoneración del Grupo de la Conciliación

1. Considerando la compensación proporcionada anteriormente, los Miembros del grupo, en representación propia y de cualquier otra persona legal o natural y entidades que pudieran presentar un reclamo por ellos, a través de estos o en virtud de ellos, incluidos sus albaceas, administradores, herederos, cesionarios, predecesores y sucesores, aceptan eximir, ceder, absolver y exonerar de manera completa, final y definitiva a las Partes exoneradas de todas y cada una de las medidas cautelares, incluidos los reclamos, las responsabilidades, las demandas, las peticiones, las obligaciones, las causas de acción, los derechos, las pérdidas y los recursos de cualquier clase o tipo de medida cautelar en relación con el objeto de la Demanda o la Demanda relacionada, lo que incluye, ya sean anteriores, presentes o futuros, vencidos o a vencer, conocidos o desconocidos, sospechosos o no sospechosos, eventuales o no eventuales, derivados, ejercidos o directos, alegados o no alegados, incluidos, entre otros, los defectos alegados en el uso, la programación o la implementación del sistema telefónico manos libres en los Vehículos incluidos, y ya sea que estén basados en leyes, estatutos, ordenanzas, reglamentos, normas, códigos federales, estatales o locales, contratos o acuerdos extracontractuales, fraude o declaraciones falsas, derecho consuetudinario, prácticas comerciales o negocios desleales, injustos o engañosos, que violan leyes estatales o del territorio, publicidad fraudulenta, engañosa y falsa, fraude al consumidor y a estatutos de protección al consumidor o a otras leyes, enriquecimiento ilícito, incumplimiento de garantías expresas o implícitas o de cualquier otra garantía, la Ley de Garantías Magnuson-Moss, la Ley de Garantía del Consumidor Song-Beverly o de cualquier otro origen, o cualquier reclamo de cualquier clase, en busca de una medida cautelar, conforme a la ley o a la equidad, que surja de la Demanda o la Demanda relacionada, o se relacione o se vincule con ellas, o las implique de cualquier modo.

C. Exención de los Demandantes

1. Considerando la compensación proporcionada anteriormente, los Demandantes y cualquier otra persona legal o natural y entidades que pudieran presentar un reclamo por ellos, a través de estos o en virtud de ellos, incluidos sus albaceas, administradores, herederos, cesionarios, predecesores y sucesores, aceptan eximir, ceder, absolver y exonerar de manera completa, final y definitiva a las Partes exoneradas de todas y cada una de las medidas cautelares, incluidas las responsabilidades, las causas de acción, los derechos, las pérdidas, los daños, y recursos de cualquier clase o tipo de medida cautelar en relación con el objeto de la Demanda o la Demanda relacionada, lo que incluye, entre otros, medidas declaratorias y medidas cautelares, daños compensatorios, ejemplares, legales, punitivos, restitutivos; sanciones civiles, los honorarios y costos de peritos o de abogados, ya sean anteriores, presentes o futuros, vencidos o a vencer, conocidos o desconocidos, sospechosos o no sospechosos, eventuales o no eventuales, derivados, ejercidos o directos, alegados o no alegados, incluidos, entre otros, los defectos alegados en el uso, la programación o la implementación del sistema telefónico manos libres en los Vehículos incluidos, y ya sea que estén basados en leyes, estatutos, ordenanzas, reglamentos, normas, códigos federales, estatales o locales, contratos o acuerdos extracontractuales, fraude o declaraciones falsas, derecho consuetudinario, prácticas comerciales o negocios desleales, injustos o engañosos, que violan leyes estatales o del territorio, publicidad fraudulenta, engañosa y falsa, fraude al consumidor y a estatutos de protección al consumidor o a otras leyes, enriquecimiento ilícito, incumplimiento de

garantías expresas o implícitas o de cualquier otra garantía, la Ley de Garantías Magnuson-Moss, la Ley de Garantía del Consumidor Song-Beverly o de cualquier otro origen, o cualquier reclamo de cualquier clase, conforme a la ley o a la equidad, que surja de la Demanda o la Demanda relacionada, o se relacione o se vincule con ellas, o las implique de cualquier modo.

D. Términos de exoneración relacionados

1. Si un Miembro del grupo comienza, presenta, inicia o entabla cualquier acción legal nueva u otro procedimiento en contra de una Parte exonerada por cualquier reclamo exonerado en esta Conciliación en cualquier tribunal federal o estatal, tribunal de arbitraje o administrativo u otra instancia, dicha acción legal o dicho procedimiento deberán desestimarse con sobreseimiento a cargo del Miembro del grupo.
  2. Sin perjuicio de la Exoneración establecida en la Sección VI de este Acuerdo, los Demandantes y los Miembros del grupo eximirán a las Partes exoneradas de toda responsabilidad por todos los Reclamos exonerados que puedan ser reivindicados por otra persona jurídica o física (incluidos, entre otros, tutores legales y administradores de patrimonio) que reclamen por ese Representante del grupo o Miembro del grupo, o a través de estos.
  3. La Orden de Aprobación Definitiva reflejará los términos de esta Exoneración.
  4. Los Representantes del grupo de demandantes, en nombre de los otros Miembros del grupo de demandantes y a través del Abogado del grupo de demandantes, acuerdan expresamente que esta Liberación, Orden de Aprobación Definitiva y la Sentencia Definitiva son, serán, y pueden ser planteadas como defensa completa y excluirán cualquier demanda o procedimiento abarcado por esta Liberación.
  5. Los Representantes del grupo y los Miembros del Grupo no deberán, ahora y en lo sucesivo, entablar, mantener, enjuiciar o interponer ninguna demanda, acción, reclamo o procedimiento, sea legal, administrativo o de otra índole contra las Partes exoneradas, ya sea directa o indirectamente, por propia representación, en representación de un grupo o en representación de cualquier otra persona o entidad con respecto a los reclamos que son asunto de la Exoneración.
- E. En relación con este Acuerdo, los Representantes del grupo, en nombre de los otros Miembros del grupo, reconocen que pueden encontrar, en lo sucesivo, reclamos comprendidos en la Exoneración que actualmente son desconocidos o insospechados, o hechos además o diferentes de aquellos conocidos en el presente o que se crea que son verdaderos en relación con el asunto de la Demanda, la Demanda relacionada o la Exoneración en el presente documento. No obstante, es la intención de los Representantes del grupo celebrar este Acuerdo de manera plena, final y definitiva para resolver, eximir, liberar y absolver de todos estos asuntos, y de todos los reclamos existentes y potenciales contra las Partes exoneradas relacionados con ellas, que existan en lo sucesivo o puedan existir, o pudieran haber existido (independientemente de si fueron o no alegadas de manera previa o actual en cualquier demanda o procedimiento) con respecto a la Demanda o la Demanda relacionada, en la medida en que estén comprendidas en la Exoneración. Los Representantes del grupo y los demás Miembros del grupo no renuncian a los reclamos por lesiones personales o muerte por negligencia.
- F. Los Representantes del grupo comprenden y reconocen expresamente que por la Orden de Aprobación Definitiva y la Sentencia Definitiva se considerará que todos los Representantes del grupo reconocen la Sección 1542 del Código Civil del Estado de California, y renuncian a ella, la cual estipula lo siguiente:

Una liberación general no se extiende a las reclamaciones con respecto a las cuales el acreedor o la parte liberada no tuviesen conocimiento o sospechasen de su existencia en su favor en el momento en que firmase la liberación y que,

de haber sido de su conocimiento, habrían alterado de manera sustancial su conciliación con el deudor o la parte liberada.

Los Representantes del grupo de demandantes abandonan y renuncian expresamente a todos y cada uno de los derechos y beneficios que pudieran tener en virtud de las disposiciones de la Sección 1542 del Código Civil de California, o que pudieran conferírseles por estas, o cualquier otra ley de cualquier estado o territorio que sea similar, comparable o equivalente a la Sección 1542, en la medida máxima en que estos puedan renunciar legítimamente a dichos derechos.

- G. Los Representantes del grupo de demandantes declaran y garantizan que son los únicos y exclusivos propietarios de todas las reclamaciones que personalmente están liberando en virtud de este Acuerdo de conciliación. Los Representantes del grupo de demandantes reconocen además que no han cedido, pignorado o de cualquier otra manera, vendido, transferido, cedido o gravado cualquier derecho, título, interés o reclamación que surja de la Demanda, o de cualquier manera se relacione con esta, incluido, entre otros, cualquier reclamación por beneficios, ingresos o valor en virtud de la Demanda, y que los Representantes del grupo de demandantes no tienen conocimiento de ninguna persona que no sean ellos mismos que estén reclamando algún interés, en totalidad o en parte, en las reclamaciones individuales que están liberando en virtud del Acuerdo de conciliación o en cualquier beneficio, ingreso o valor en las reclamaciones individuales que están liberando en virtud del Acuerdo de conciliación.
- H. Sin que de ninguna manera se limite su alcance y excepto en la medida especificada de alguna otra manera en el Acuerdo, esta Liberación cubre, a modo de ejemplo y sin limitación, a todas y cada una de las reclamaciones por los honorarios de los abogados, los costos, los honorarios de los peritos, los honorarios de los consultores, los intereses o los honorarios de litigio, los costos o todo otro tipo de honorario, costo o desembolso en los que hubiese incurrido cualquiera de los abogados, el Abogado del grupo de demandantes, el abogado de los demandantes, los Representantes del grupo de demandantes u otros Miembros del grupo de demandantes que reclaman haber asistido para que se confieran al Grupo los beneficios de esta Conciliación.
- I. Los Representantes del grupo de demandantes, el abogado de los demandantes, el Abogado del grupo de demandantes y cualquier otro abogado que recibiese el pago de los honorarios, costos y gastos de este Acuerdo de conciliación reconocen que han realizado la investigación independiente y la presentación de pruebas necesarias para celebrar este Acuerdo de conciliación y, al celebrar este Acuerdo, indican que no han confiado en ninguna declaración o presentación hecha por las Partes liberadas o por cualquier persona o entidad que represente a las Partes liberadas, que no sean las establecidas en este Acuerdo de conciliación.
- J. En espera de la aprobación final de esta Conciliación mediante la emisión de la Orden de Aprobación Definitiva y la Sentencia Definitiva del Tribunal, las Partes aceptan que cada uno y todos los alegatos pendientes, la presentación de pruebas, los plazos y demás requisitos previos al juicio quedan mediante el presente suspendidos e interrumpidos con respecto a la Demanda y/o la Demanda relacionada. Tras la aprobación final de esta Conciliación mediante la emisión de la Orden de Aprobación Definitiva y la Sentencia Definitiva del Tribunal, las Partes renuncian de forma expresa a todos y cada uno de dichos requisitos previos al juicio.
- K. Nada en esta Liberación excluirá cualquier acción para hacer cumplir los términos de este Acuerdo de conciliación, incluida la participación en cualquiera de los procesos aquí detallados.
- L. Los Representantes del grupo de demandantes y el Abogado del grupo de demandantes acuerdan y reconocen que las disposiciones de esta Liberación en su conjunto constituyen un término esencial y sustancial del Acuerdo de conciliación y deberán estar incluidas en cualquier Orden de Aprobación Definitiva y la Sentencia Definitiva dictada por el Tribunal.

# Attachment 6

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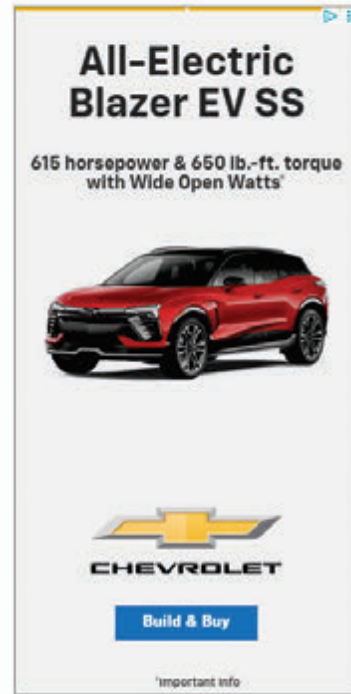
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Finanzas - 6:07 AM EDT - Actualizado hace 3 horas



Se ve una señalización en el Tribunal de Quiebras de los Estados Unidos para el Distrito Sur de Nueva York en Manhattan, Ciudad de Nueva York, EE. UU., 24 de agosto de 2020. REUTERS/Andrew Kelly/Foto de archivo

La quiebra del fabricante de autopartes First Brands ha repercutido en los mercados crediticios en las últimas semanas, poniendo de relieve la exposición de algunas de las principales instituciones financieras del mundo.

**Autos y transporte**  
**Caballos de fuerza: el motor Renault-Geely acelera mientras el cambio de EV se trava**  
 Hace 7 horas



**Sostenibilidad**  
**Los Inversores piden mayor transparencia en la compra de una empresa del grupo por parte de Toyota**  
 Hace 5 horas



**Autos y transporte**  
**Ford retirará más de 59.000 vehículos en EE.UU. por riesgo de incendio, según la NHTSA**  
 Hace 5 horas



**Sostenibilidad**  
**Tesla insta a la Corte Suprema de Delaware a restaurar el pago de 56 mil millones de dólares de Musk**  
 Hace 17 horas



**Negocio**  
**Canadá amenaza a Stellantis con acciones legales por su plan de trasladar su producción a EE.UU.**  
 Hace 16 horas



**Autos y transporte**  
**El plan de inversión de 13.000 millones de dólares de Stellantis en EE.UU. recibe el visto bueno de inversores y analistas**



**Los propietarios y arrendatarios actuales y anteriores de ciertos vehículos de Toyota con un defecto de eco del sistema telefónico manos libres podrían recibir los beneficios en virtud de una Conciliación de demanda colectiva.**




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Facebook navigation bar with search bar and icons for home, messages, marketplace, and notifications.

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- Friends
- Memories
- Saved
- Groups
- Video
- Marketplace
- See more

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Owned or leased a Toyota vehicle with a hands-free phone system echo defect? You could receive a payment from a Settlement.




TOYOTA ECHO SETTLEMENT.COM [Learn more](#)

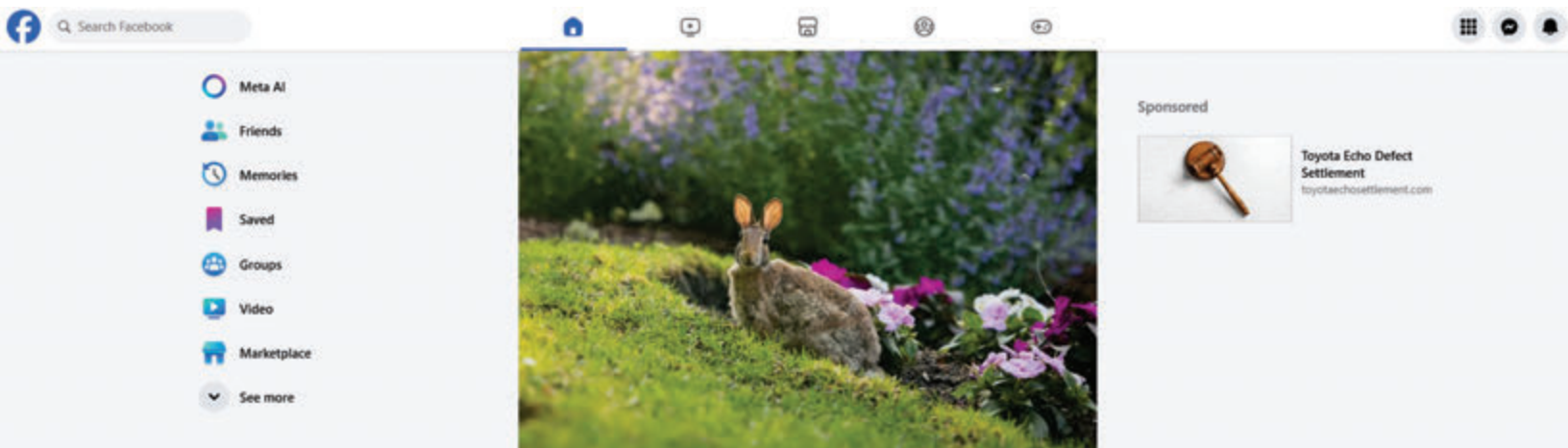
**Toyota Echo Defect Settlement**

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goodaddy.com



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[Learn more](#)



legal.notice Settlement payments for certain Toyota vehicles with a hands-free phone echo defect.

# Attachment 7

**Kesselman v Toyota****Sponsored Search Keyword List**

4Runner Echo Class Action  
4Runner Echo Class Action Lawsuit  
4Runner Echo Class Action Settlement  
4Runner Echo Defect Class Action  
4Runner Echo Defect Class Action Lawsuit  
4Runner Echo Defect Class Action Settlement  
4Runner Echo Defect Lawsuit  
4Runner Echo Defect Litigation  
4Runner Echo Defect Payment  
4Runner Echo Defect Settlement  
4Runner Echo Lawsuit  
4Runner Echo Litigation  
4Runner Echo Payment  
4Runner Echo Settlement  
Avalon Echo Class Action  
Avalon Echo Class Action Lawsuit  
Avalon Echo Class Action Settlement  
Avalon Echo Defect Class Action  
Avalon Echo Defect Class Action Lawsuit  
Avalon Echo Defect Class Action Settlement  
Avalon Echo Defect Lawsuit  
Avalon Echo Defect Litigation  
Avalon Echo Defect Payment  
Avalon Echo Defect Settlement  
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Avalon Echo Payment  
Avalon Echo Settlement  
Highlander Echo Class Action  
Highlander Echo Class Action Lawsuit  
Highlander Echo Class Action Settlement  
Highlander Echo Defect Class Action  
Highlander Echo Defect Class Action Lawsuit  
Highlander Echo Defect Class Action Settlement  
Highlander Echo Defect Lawsuit  
Highlander Echo Defect Litigation  
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Highlander Echo Defect Settlement  
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Highlander Echo Litigation  
Highlander Echo Payment  
Highlander Echo Settlement  
Kesselman v Toyota Class Action  
Kesselman v Toyota Class Action Lawsuit  
Kesselman v Toyota Class Action Settlement  
Kesselman v Toyota Lawsuit  
Kesselman v Toyota Litigation  
Kesselman v Toyota Payment  
Kesselman v Toyota Settlement  
Mirai Bluetooth Class Action  
Mirai Echo Class Action  
Mirai Echo Class Action Lawsuit  
Mirai Echo Class Action Settlement  
Mirai Echo Defect Class Action  
Mirai Echo Defect Class Action Lawsuit  
Mirai Echo Defect Class Action Settlement  
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Mirai Echo Defect Litigation  
Mirai Echo Defect Payment  
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Sequoia Echo Defect Settlement  
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Sequoia Echo Litigation  
Sequoia Echo Payment  
Sequoia Echo Settlement

ID #:4274

Sienna Bluetooth Class Action	Toyota 4Runner Bluetooth Echo Defect Payment
Sienna Bluetooth Class Action Lawsuit	Toyota 4Runner Bluetooth Echo Defect Settlement
Sienna Bluetooth Class Action Settlement	Toyota 4Runner Bluetooth Echo Lawsuit
Sienna Bluetooth Defect Class Action	Toyota 4Runner Bluetooth Echo Litigation
Sienna Bluetooth Defect Class Action Lawsuit	Toyota 4Runner Bluetooth Echo Payment
Sienna Bluetooth Defect Class Action Settlement	Toyota 4Runner Bluetooth Echo Settlement
Sienna Bluetooth Defect Lawsuit	Toyota 4Runner Class Action
Sienna Bluetooth Defect Litigation	Toyota 4Runner Class Action Lawsuit
Sienna Bluetooth Defect Payment	Toyota 4Runner Class Action Settlement
Sienna Bluetooth Defect Settlement	Toyota 4Runner Echo Defect Class Action
Sienna Bluetooth Lawsuit	Toyota 4Runner Echo Defect Class Action Lawsuit
Sienna Bluetooth Litigation	Toyota 4Runner Echo Defect Class Action Settlement
Sienna Bluetooth Payment	Toyota 4Runner Echo Defect Lawsuit
Sienna Bluetooth Settlement	Toyota 4Runner Echo Defect Litigation
Sienna Echo Class Action	Toyota 4Runner Echo Defect Payment
Sienna Echo Class Action Lawsuit	Toyota 4Runner Echo Defect Settlement
Sienna Echo Class Action Settlement	Toyota 4Runner Lawsuit
Sienna Echo Defect Class Action	Toyota 4Runner Litigation
Sienna Echo Defect Class Action Lawsuit	Toyota 4Runner Payment
Sienna Echo Defect Class Action Settlement	Toyota 4Runner Settlement
Sienna Echo Defect Lawsuit	Toyota Avalon Bluetooth Echo Class Action
Sienna Echo Defect Litigation	Toyota Avalon Bluetooth Echo Class Action Lawsuit
Sienna Echo Defect Payment	Toyota Avalon Bluetooth Echo Class Action Settlement
Sienna Echo Defect Settlement	Toyota Avalon Bluetooth Echo Defect Class Action
Sienna Echo Lawsuit	Toyota Avalon Bluetooth Echo Defect Class Action Lawsuit
Sienna Echo Litigation	Toyota Avalon Bluetooth Echo Defect Class Action Settlement
Sienna Echo Payment	Toyota Avalon Bluetooth Echo Defect Lawsuit
Sienna Echo Settlement	Toyota Avalon Bluetooth Echo Defect Litigation
Tacoma Bluetooth Class Action	Toyota Avalon Bluetooth Echo Defect Payment
Tacoma Bluetooth Class Action Lawsuit	Toyota Avalon Bluetooth Echo Defect Settlement
Tacoma Bluetooth Class Action Settlement	Toyota Avalon Bluetooth Echo Lawsuit
Tacoma Bluetooth Defect Class Action	Toyota Avalon Bluetooth Echo Litigation
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Tacoma Bluetooth Defect Class Action Settlement	Toyota Avalon Bluetooth Echo Settlement
Tacoma Bluetooth Defect Lawsuit	Toyota Avalon Class Action
Tacoma Bluetooth Defect Litigation	Toyota Avalon Class Action Lawsuit
Tacoma Bluetooth Defect Payment	Toyota Avalon Class Action Settlement
Tacoma Bluetooth Defect Settlement	Toyota Avalon Echo Defect Class Action
Tacoma Bluetooth Lawsuit	Toyota Avalon Echo Defect Class Action Lawsuit
Tacoma Bluetooth Litigation	Toyota Avalon Echo Defect Class Action Settlement
Tacoma Bluetooth Payment	Toyota Avalon Echo Defect Lawsuit
Tacoma Bluetooth Settlement	Toyota Avalon Echo Defect Litigation
Tacoma Echo Class Action	Toyota Avalon Echo Defect Payment
Tacoma Echo Class Action Lawsuit	Toyota Avalon Echo Defect Settlement
Tacoma Echo Class Action Settlement	Toyota Avalon Lawsuit
Tacoma Echo Defect Class Action	Toyota Avalon Litigation
Tacoma Echo Defect Class Action Lawsuit	Toyota Avalon Payment
Tacoma Echo Defect Class Action Settlement	Toyota Avalon Settlement
Tacoma Echo Defect Lawsuit	Toyota Bluetooth Class Action
Tacoma Echo Defect Litigation	Toyota Bluetooth Class Action Lawsuit
Tacoma Echo Defect Payment	Toyota Bluetooth Class Action Settlement
Tacoma Echo Defect Settlement	Toyota Bluetooth Lawsuit
Tacoma Echo Lawsuit	Toyota Bluetooth Litigation
Tacoma Echo Litigation	Toyota Bluetooth Payment
Tacoma Echo Payment	Toyota Bluetooth Settlement
Tacoma Echo Settlement	Toyota Bluetooth Defect Class Action
Toyota 4Runner Bluetooth Echo Class Action	Toyota Bluetooth Defect Class Action Lawsuit
Toyota 4Runner Bluetooth Echo Class Action Lawsuit	Toyota Bluetooth Defect Class Action Settlement
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Toyota 4Runner Bluetooth Echo Defect Class Action	Toyota Bluetooth Defect Litigation
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Toyota Yaris Bluetooth Echo Defect Settlement  
Toyota Yaris Bluetooth Echo Lawsuit  
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Toyota Yaris Bluetooth Echo Payment

Toyota Yaris Bluetooth Echo Settlement	Venza Echo Defect Litigation
Toyota Yaris Class Action	Venza Echo Defect Payment
Toyota Yaris Class Action Lawsuit	Venza Echo Defect Settlement
Toyota Yaris Class Action Settlement	Venza Echo Lawsuit
Toyota Yaris Echo Defect Class Action	Venza Echo Litigation
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Toyota Yaris Echo Defect Lawsuit	Yaris Bluetooth Class Action
Toyota Yaris Echo Defect Litigation	Yaris Bluetooth Class Action Lawsuit
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Toyota Yaris Payment	Yaris Bluetooth Defect Lawsuit
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Tundra Bluetooth Class Action	Yaris Bluetooth Defect Payment
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Tundra Bluetooth Defect Class Action	Yaris Bluetooth Litigation
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Tundra Bluetooth Defect Lawsuit	Yaris Echo Class Action
Tundra Bluetooth Defect Litigation	Yaris Echo Class Action Lawsuit
Tundra Bluetooth Defect Payment	Yaris Echo Class Action Settlement
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Tundra Bluetooth Litigation	Yaris Echo Defect Class Action Settlement
Tundra Bluetooth Payment	Yaris Echo Defect Lawsuit
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Tundra Echo Class Action	Yaris Echo Defect Payment
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Tundra Echo Defect Class Action	Yaris Echo Litigation
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Tundra Echo Defect Lawsuit	Echo Defect Class Action
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Tundra Echo Defect Settlement	Echo Defect Lawsuit
Tundra Echo Lawsuit	Echo Defect Litigation
Tundra Echo Litigation	Echo Defect Payment
Tundra Echo Payment	Echo Defect Settlement
Tundra Echo Settlement	4Runner Bluetooth Class Action
Venza Bluetooth Class Action	4Runner Bluetooth Class Action Lawsuit
Venza Bluetooth Class Action Lawsuit	4Runner Bluetooth Class Action Settlement
Venza Bluetooth Class Action Settlement	4Runner Bluetooth Defect Class Action
Venza Bluetooth Defect Class Action	4Runner Bluetooth Defect Class Action Lawsuit
Venza Bluetooth Defect Class Action Lawsuit	4Runner Bluetooth Defect Class Action Settlement
Venza Bluetooth Defect Class Action Settlement	4Runner Bluetooth Defect Lawsuit
Venza Bluetooth Defect Lawsuit	4Runner Bluetooth Defect Litigation
Venza Bluetooth Defect Litigation	4Runner Bluetooth Defect Payment
Venza Bluetooth Defect Payment	4Runner Bluetooth Defect Settlement
Venza Bluetooth Defect Settlement	4Runner Bluetooth Lawsuit
Venza Bluetooth Lawsuit	4Runner Bluetooth Litigation
Venza Bluetooth Litigation	4Runner Bluetooth Payment
Venza Bluetooth Payment	4Runner Bluetooth Settlement
Venza Bluetooth Settlement	Avalon Bluetooth Payment
Venza Echo Class Action	Avalon Bluetooth Class Action
Venza Echo Class Action Lawsuit	Avalon Bluetooth Class Action Lawsuit
Venza Echo Class Action Settlement	Avalon Bluetooth Class Action Settlement
Venza Echo Defect Class Action	Avalon Bluetooth Defect Class Action
Venza Echo Defect Class Action Lawsuit	Avalon Bluetooth Defect Class Action Lawsuit
Venza Echo Defect Class Action Settlement	Avalon Bluetooth Defect Class Action Settlement
Venza Echo Defect Lawsuit	Avalon Bluetooth Defect Lawsuit

- Avalon Bluetooth Defect Litigation
- Avalon Bluetooth Defect Payment
- Avalon Bluetooth Defect Settlement
- Avalon Bluetooth Lawsuit
- Avalon Bluetooth Litigation
- Avalon Bluetooth Settlement
- Highlander Bluetooth Class Action
- Highlander Bluetooth Class Action Lawsuit
- Highlander Bluetooth Class Action Settlement
- Highlander Bluetooth Defect Class Action
- Highlander Bluetooth Defect Class Action Lawsuit
- Highlander Bluetooth Defect Class Action Settlement
- Highlander Bluetooth Defect Lawsuit
- Highlander Bluetooth Defect Litigation
- Highlander Bluetooth Defect Payment
- Highlander Bluetooth Defect Settlement
- Highlander Bluetooth Lawsuit
- Highlander Bluetooth Litigation
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- Highlander Bluetooth Settlement
- Mirai Bluetooth Class Action Lawsuit
- Mirai Bluetooth Class Action Settlement
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- Mirai Bluetooth Lawsuit
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- Mirai Bluetooth Payment
- Mirai Bluetooth Settlement

# Attachment 8



4Runner Echo Class Action



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toyotaechosettlement.com  
https://www.toyotaechosettlement.com

Toyota Vehicles Echo Defect | Class Action Settlement

Current or former owner/lessee of certain Toyota vehicles could receive a payment. To find out more information and to see if you are included, visit the Settlement website.

AI Overview

A 2025 class action settlement addresses a hands-free phone system "echo" defect in certain 2014-2019 Toyota 4Runner vehicles, along with other Toyota models. The settlement offers benefits to current and former owners and lessees, including a notification program about how to address the issue by adjusting volume settings and potentially receiving a payment ranging from \$37 to \$125, depending on the state and other factors.



Current and Former Owners and Lessees of Toyota vehicles ...

Aug 18, 2025 — Current and Former Owners and certain Toyota vehicles with a hands-free phone s...

KRON4

Toyota Bluetooth Echo class action settlement

Aug 26, 2025 — ... echo during phone calls. The Toyota settlement benefits consumers who ow...

What the settlement is for

- The lawsuit alleges a defect in the hands-free phone system of certain Toyota

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Class Action Lawsuits  
https://topclassactions.com > open-lawsuit-settlements

Toyota Bluetooth Echo class action settlement

Aug 26, 2025 — The Toyota settlement benefits consumers who own, lease or previously purchased a 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014 ...

toyotaechosettlement.com  
https://www.toyotaechosettlement.com

Toyota Hands-Free Echo Class Action Settlement - Home

Plaintiffs allege that the Subject Vehicles contain a defect in the vehicle's hands-free phone system, causing the Echo Issue. Toyota denies the allegations ...

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Current and Former Owners and Lessees of certain Toyota



Toyota Tacoma Class Action



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Toyota Owners and Lessees | May be Eligible for Benefits

Some Toyotas with a hands-free phone system echo defect may be part of a Settlement. To find out more information and to see if you are included, visit the Settlement website.

AI Overview

A class action lawsuit was filed in late 2024 against Toyota for defects in the 8-speed automatic transmissions of new 2024 and newer Tacoma trucks, alleging harsh shifting, failures to engage, "limp mode," and internal component damage. While Toyota offered a fix, including replacing faulty transmissions, the lawsuit claims this was insufficient and that the replacement parts may also be defective. The lawsuit also contends that Toyota is liable for fraudulent concealment, breach of warranties, and violation of California consumer protection laws, seeking compensation for repair costs and diminished vehicle value.



This video explains the details of the 2024 Toyota Tacoma transmission class action

Show more

Class Action Filed: Toyota Transmission Troubles

Nov 13, 2024 — November 13, 2024. Lawyers from Beasley Allen and Blood Hurst &...

Beasley Allen Law Firm

Class Action Law Suit against Toyota? : r/ToyotaTacoma - Reddit

Nov 9, 2024 — "seejodee" • 1y ago. According to this form, n 24OR is not affected. If yours is in production it shouldn't be.

Beasley Allen Law Firm  
https://www.beasleyallen.com/article/class-action-ll...

Class Action Filed: Toyota Transmission Troubles

Nov 13, 2024 — The lawsuit alleges that 2024 and newer Toyota Tacoma trucks have a defect in their transmission. These trucks are equipped with an Aisin-Toyota 8-speed ...

Reddit · r/4x4  
130+ comments · 11 months ago

The Toyota Tacoma class action moves forward : r/4x4

My biggest complaints are: 1. Lack of storage in the front cab. 2. Weak CV boots. 3. Bumper isn't winch compatible. 4. Screen lockouts and ...

Class action against Toyota : r/ToyotaTacoma - Reddit 59 posts Nov 8, 2024

Class Action Law Suit against Toyota? : r/ToyotaTacoma 43 posts Nov 9, 2024

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Toyota Airbag Control Unit Settlement



4Runner Echo Class Action

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### Toyota Vehicles Echo Defect - Class Action Settlement

Current or former owner/lessee of certain Toyota vehicles could receive a payment. To find out more information and to see if you are included, visit the Settlement website.

ClassAction.org  
www.classaction.org › news › toyota-bluetooth

### Toyota Bluetooth Settlement Ends Class Action Lawsuit Over ...

Aug 26, 2025 · A class action settlement will resolve a consolidated lawsuit that claimed a defect plaguing the hands-free phone system in certain 2014-2019 Toyota vehicles can cause an echo...

unionrayo.com  
unionrayo.com › en › toyota-lawsuit-bluetooth-eco

### Confirmed—Toyota pays millions after class action lawsuit ...

Sep 13, 2025 · Some Toyota owners have noticed an issue with the Toyota Bluetooth Echo, which led to a lawsuit and now a settlement that could affect thousands of Toyota owners and lessees.

claimdepot.com  
www.claimdepot.com › settlements › toyota-echo

### Toyota Hands-Free Phone Class Action Settlement

Aug 19, 2025 · Toyota Motor Sales U.S.A. Inc. agreed to settle a class action lawsuit alleging certain Toyota vehicles' hands-free Bluetooth phone systems caused an echo for the person o...

Top Class Actions  
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### Toyota Bluetooth Echo class action settlement

Aug 26, 2025 · Toyota agreed to a class action lawsuit settlement to resolve claims that certain vehicles were equipped with a Bluetooth system that caused an echo during phone calls.

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### Current and Former Owners and Lessees of certain Toyota ...

Aug 18, 2025 · Plaintiffs allege that the Subject Vehicles contain a defect in the vehicle's hands-free phone system which causes the Echo Issue. Toyota denies the allegations brought against ...



Sequoia Echo Payment

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### Toyota Owners and Lessees - May be Eligible for Benefits

Some Toyotas with a hands-free phone system echo defect may be part of a Settlement. To find out more information and to see if you are included, visit the Settlement website.

Echo Health  
www.echohealthinc.com provider

### ECHO Providers

about Payments Simplified: A Guide to Removing Cost & Complexity From Payments. Are you a provider interested in the following: If you need additional assistance please contact ECHO...

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A Strategic Guide to Evaluating and Implementing a...

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#### Premium Payment Manager

Premium Payment Manager is a payment platform for ICHRA...

Sequoia HRX  
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### Sequoia

Secure login portal for Sequoia services and resources.

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4Runner Echo Lawsuit

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Toyota Vehicles Echo Defect | Class Action Settlement

Sponsored Current or former owner/lessee of certain Toyota vehicles could receive a payment. To find out more information and to see if you are included, visit the Settlement website.



The 4Runner is one of the Toyota vehicles affected by the Bluetooth echo lawsuit. The lawsuit claimed that the hands-free phone system in certain 2014-2019 Toyota vehicles, including the 4Runner, caused an echo during phone calls. Toyota agreed to a settlement to resolve the claims, which included providing educational resources and support to help drivers fix the annoying echo. The settlement does not involve cash payments but provides an outreach program with instructions for adjusting Bluetooth and volume settings to address the problem. ClassAction.org +5

ClassAction.org
Toyota Bluetooth Settlement Ends Class Action Lawsuit...

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Toyota Bluetooth Settlement Ends Class Action ...

Aug 26, 2025 · A class action settlement will resolve a consolidated lawsuit that claimed a defect plaguing the hands-free phone system in certain 2014-2019 ...



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4Runner Echo Defect Class Action Settlement

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### Toyota Owners and Lessees | May be Eligible for Benefits

Sponsored Some Toyotas with a hands-free phone system echo defect may be part of a Settlement. To find out more information and to see if you are included, visit the Settlement website.



The **Toyota Echo Defect Class Action Settlement** involves a lawsuit alleging a defect in the hands-free phone system of certain Toyota vehicles, including the **4Runner**. The settlement aims to resolve claims that the hands-free phone system causes an echo during calls.

- **Eligibility:** Class members include individuals or entities who owned,

Read more

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#### Toyota Bluetooth Settlement Ends Class Action ...

Aug 26, 2025 - A class action settlement will resolve a consolidated lawsuit that claimed a defect plaguing the hands-free phone system in certain 2014-2019 ...



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#### Confirmed—Toyota pays millions after class action lawsuit over a ...

Sep 13, 2025 - Some Toyota owners have noticed an issue with the Toyota Bluetooth Echo, which led to a lawsuit and now a settlement that could affect thousands of Toyota owners and ...

# Attachment 9

# Current and Former Owners and Lessees of certain Toyota vehicles with a hands-free phone system echo defect could receive benefits from Class Action Settlement

USA - English ▾

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NEWS PROVIDED BY

**United States District Court for the Central District of California, Western Division →**

Aug 18, 2025, 08:00 ET

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LOS ANGELES, Aug. 18, 2025 /PRNewswire/ --

*A federal court authorized this Notice*

Toyota has agreed to a class action settlement to resolve claims that 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles ("Subject Vehicles") contain a defect in the vehicle's hands-free phone system. Specifically, when the driver of the Subject Vehicle uses the hands-free phone system to make or receive a call, the person on the other end of the call hears an echo of their own words ("Echo Issue"). The Settlement provides an Outreach Program, which shall educate Class Members on how to adjust the hands-free phone system settings on their cell phones in order to fix the alleged Echo Issue.

**What is this lawsuit about?**

Case 2:21-cv-06010-TJH-JC Document 168-1 Filed 01/05/26 Page 89 of 103 Page ID #:4288  
Plaintiffs allege that the Subject Vehicles contain a defect in the vehicle's hands-free phone system which causes the Echo Issue. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. **This notice is to inform Class Members about the Settlement and available options.**

### **Who is Included in the Settlement?**

Class Members include persons or entities who, as of **August 18, 2025**, owned, purchased, or leased a Subject Vehicle in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington.

### **What Are the Settlement Benefits?**

The proposed Settlement provides injunctive relief through an Outreach Program, which will educate the Class Members on the existence of the Echo Issue as well as clarification and disclosure of a procedure to address the alleged Echo Issue by adjusting the volume settings on cell phones and in the Subject Vehicles. You can find more information on the Settlement by accessing the website, **[www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)** where you can: (i) view settlement documents; (ii) determine whether you are included in the Settlement, and/or (iii) access the Volume Adjustment Protocol Settlement Website for educational materials.

The Volume Adjustment Protocol Website, **[www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com)**, has an instructional video and other materials that provide instructions and guidance regarding the Volume Adjustment Protocol.

### **What are my options?**

**DO NOTHING.** If you are a member of the Class and choose to do nothing, you will still receive benefits from the Outreach Program provided under the Settlement, and you will give up the right to sue Toyota for injunctive relief about the issues in the lawsuit. This is a mandatory Rule 23(b)(2) Class and **Class Members cannot opt out (exclude themselves)** from the Settlement. You are not required to appear before the Court to participate in the Settlement.

Case 2:21-cv-06010-TJH-JC Document 168-1 Filed 01/05/26 Page 90 of 103 Page  
ID #: 4289  
**OBJECT.** You may object to the Settlement by **January 14, 2026**. If you wish to object to the Settlement, the Court will consider your views. For more information and the requirements, visit the Settlement website.

**GO TO THE FAIRNESS HEARING.** The Court will hold a hearing on **March 2, 2026, at 10:00 a.m.**, to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend but may attend at your own expense.

To represent the Settlement Class, the Court appointed as Class Counsel Mike Arias, Craig Momita, and M. Anthony Jenkins of Arias Sanguinetti Wang & Team LLP, and Kevin Green, Thomas Rosenfeld, and Daniel Levy of Goldenberg Heller & Antognoli, P.C.

**Questions about the Settlement? Call toll-free 1-888-835-5756 or visit  
[www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

**Questions about the Volume Adjustment Protocol? Visit  
[www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com)**

URL: [www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com), [www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com)

SOURCE United States District Court for the Central District of California, Western Division

# Attachment 10

# Los propietarios y arrendatarios actuales y anteriores de ciertos vehículos de Toyota con un defecto de eco del sistema telefónico manos libres podrían recibir los beneficios en virtud de una Conciliación de demanda colectiva

USA - español ▾

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NEWS PROVIDED BY

**Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, División Occidental →**

Aug 18, 2025, 08:00 ET

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LOS ÁNGELES, 18 de agosto del 2025 /PRNewswire-HISPANIC PR WIRE/ --

*Un tribunal federal autorizó este Aviso*

Toyota ha aceptado una Conciliación de demanda colectiva para resolver reclamos de que los vehículos 4Runner de 2014 a 2019, Avalon de 2015 a 2018, Avalon HV de 2015 a 2018, Highlander de 2014 a 2019, Highlander HV de 2014 a 2019, Mirai de 2016 a 2018, Prius de 2016 a 2019, Prius Prime de 2017 a 2019, Prius V de 2015 a 2019, Sequoia de 2014 a 2019, Sienna de 2015 a 2017, Tacoma de 2014 a 2019, Tundra de 2014 a 2019, Venza de 2015 y Yaris de 2018 a 2019 ("Vehículos incluidos") presentan un defecto en el sistema telefónico manos libres del vehículo. Específicamente, cuando el conductor del Vehículo incluido utiliza el sistema telefónico manos libres para hacer o recibir una llamada, la persona que se encuentra en el otro extremo de la llamada escucha un eco de sus propias palabras ("Problema de eco"). La Conciliación

Case 2:21-cv-06010-TJH-JC Document 168-1 Filed 01/05/26 Page 93 of 103 Page  
ID #: 4292  
proporciona un Programa de ayuda, que educará a los Miembros del grupo sobre cómo configurar los ajustes del sistema telefónico manos libres en sus teléfonos celulares para corregir el supuesto Problema de eco.

### **¿De qué trata esta demanda?**

Los Demandantes alegan que los Vehículos incluidos presentan un defecto en el sistema telefónico manos libres del vehículo, lo cual causa el Problema de eco. Toyota niega las acusaciones presentadas contra ella en la demanda, pero ha aceptado la Conciliación para resolver el caso. El Tribunal no ha decidido quién tiene la razón. **El presente aviso es para informar a los Miembros del grupo sobre la Conciliación y las opciones disponibles.**

### **¿Quiénes están incluidos en la Conciliación?**

Entre los Miembros del grupo, se incluye a personas o entidades que, al **18 de agosto del 2025**, adquirieron, compraron o arrendaron un Vehículo incluido en los estados de Arizona, California, Colorado, Georgia, Illinois, Minnesota, Misuri, Nueva York, Ohio, Oregón y Washington.

### **¿Cuáles son los beneficios de la Conciliación?**

La Conciliación propuesta proporciona medidas cautelares a través de un Programa de ayuda, que informará a los Miembros del grupo sobre la existencia del Problema de eco, así como la aclaración y divulgación de un procedimiento para abordar el supuesto Problema de eco mediante la configuración de los ajustes de volumen en los teléfonos celulares y en los Vehículos incluidos. Puede encontrar más información sobre la Conciliación si accede al sitio web, **[www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**, donde puede: (i) ver los documentos de la Conciliación; (ii) determinar si está incluido en la Conciliación, o (iii) acceder al sitio web de la Conciliación del Protocolo de ajuste de volumen para obtener materiales educativos.

El sitio web del Protocolo de ajuste de volumen, **[www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com)**, incluye un video instructivo y otros materiales que proporcionan instrucciones y orientación con respecto al Protocolo de ajuste de volumen.

### **¿Cuáles son mis opciones?**

**NO HACER NADA.** Si es Miembro del grupo y decide no hacer nada, de todos modos recibirá beneficios del Programa de ayuda proporcionados en virtud de la Conciliación, y renunciará al derecho de demandar a Toyota por medidas cautelares sobre los problemas de la demanda. Esta es una demanda colectiva obligatoria en virtud de la Regla 23(b)(2) y los **Miembros del grupo no pueden retirarse (excluirse)** de la Conciliación. Usted no está obligado a comparecer ante el Tribunal para participar en la Conciliación.

**OBJETAR.** Puede presentar objeciones a la Conciliación a más tardar el **14 de enero del 2026**. Si desea objetar la Conciliación, el Tribunal considerará sus opiniones. Para obtener más información y conocer los requisitos, visite el sitio web de la Conciliación.

**ASISTIR A LA AUDIENCIA DE IMPARCIALIDAD.** El Tribunal llevará a cabo una audiencia el **2 de marzo del 2026, a las 10:00 a. m.**, para considerar si se aprobará de manera definitiva la Conciliación. La fecha de la audiencia puede cambiar, así que consulte regularmente el sitio web de la Conciliación para ver las actualizaciones. No es obligatorio asistir, pero, si lo hace, será por cuenta propia.

Para representar al Grupo de la Conciliación, el Tribunal designó como Abogados del grupo a Mike Arias, Craig Momita y M. Anthony Jenkins de Arias Sanguinetti Wang & Team LLP, y a Kevin Green, Thomas Rosenfeld y Daniel Levy de Goldenberg Heller & Antognoli, P.C.

**¿Tiene preguntas sobre la Conciliación? Llame al número gratuito 1-888-835-5756 o visite**

**[www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**

**¿Tiene preguntas sobre el Protocolo de ajuste de volumen? Visite**

**[www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com)**

URL: **[www.ToyotaEchoSettlement.com](http://www.ToyotaEchoSettlement.com)**, **[www.ToyotaVolumeAdjustmentProtocol.com](http://www.ToyotaVolumeAdjustmentProtocol.com)**

FUENTE Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, División Occidental

# Attachment 11

November 21, 2025



United States District Court  
Central District of California  
First Street Courthouse  
350 W. 1<sup>st</sup> Street  
Los Angeles, California 90012

Re: *Kesselman v. Toyota Motor Sales USA*  
Case No. 2:21-cv-06010-TJH-JC (C.D. Cal.)  
OBJECTION TO PROPOSED CLASS SETTLEMENT

Dear Sir or Madam:

I am apparently a mandatory member of the class by virtue of my ownership of a 2017 Toyota Tacoma pickup. As set forth below, I object to the proposed settlement terms in this litigation.

Paul Hribernick



Explanation of Objection: Please see below.

This objection applies only to me.

I certify to the Court that I have never previously objected to any class action settlement.

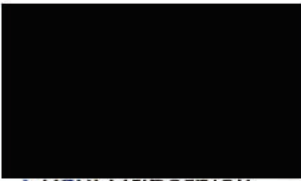
I do not intend to personally attend or testify at the Fairness Hearing. As such, I will not be calling any persons to testify at the Fairness Hearing.

I am representing myself and this objection is not made through counsel.

Background of Objector: If it is of any interest to the Court, I retired from the practice of law after 37 years. I was a member of the Oregon Bar, and the Bars of the US District Court for the District of Oregon, the Ninth Circuit, and the US Supreme Court. I clerked for the US District Court for the Eastern District of Louisiana (New Orleans). My Martindale-Hubbell rating was AV Preeminent. My Chambers rating was Band 1. I was a “Super Lawyer” from whenever they started that nonsense until I retired. While my practice did not primarily involve litigation, I successfully litigated matters in my specialty areas at the State and Federal administrative levels, in State and Federal trial courts, and in State and Federal (en banc) appellate courts.

Objection: My Toyota truck is perfectly adequate transportation that is fit for the purpose it was manufactured. It reliably gets me from point A to point B and has done so for nearly eight years. It is not defective or dangerous. Lawyering by sharp litigators has embroiled the manufacturer in years of litigation over a hands-free phone system “echo issue” (for the cell phone user *outside* the vehicle). This is not an issue of road-worthiness or safety, or even common sense, given the proposed “solution” that counsel for the plaintiffs has agreed to: “clarification and disclosure” of a volume adjustment on both the vehicle *and* cell phones that are not part of the vehicle. This settlement has absolutely zero effect on my use of my truck and does absolutely nothing to improve the performance of my vehicle, make it any safer, or make it more road-worthy. The value to me as an owner is absolutely zero. In essence, the class lawyers have created the perfect litigation nothing-burger that Toyota obviously wants to get rid of and is willing to pay to make its own mountain of attorneys fees go away. Given the proposed non-vehicle remedy, there is no real injury to be addressed here and no public benefit from the class lawyers’ work. This should be obvious from the paltry \$95,000 service award to the class representatives (\$7,916.67 per plaintiff). All this litigation has accomplished to tie up the Court’s resources for years and increase the price of Toyota vehicles, costs that are fractionally borne by me and all Toyota owners, both as taxpayers and Toyota vehicle and/or ongoing services purchasers. The class lawyers have fallen short of the FRCP 23(a)(4) requirement to “fairly and adequately” represent the class. I don’t think one can articulate how the “clarification and disclosure” remedy actually helps any class member. The social utility of the litigation is nil (probably negative), yet the class lawyers’ request \$2,850,000 (plus costs) for their lifesaving efforts on behalf of the class. That Toyota is willing to pay to make the litigation go away, does not require the Court to agree to the fee proposal in the proposed settlement. The Court has discretion in awarding fees, and I urge the Court to use its discretion to drastically lower the fee award requested by class counsel. FRCP 23(h) is clear that the Court “**may**” (not “shall”) award attorneys fees. The alternative “lodestar” methodology is totally inappropriate in this circumstance given the non-existent benefit to the class (thank you

very much, but I can contact the dealer to get the volume issue, if any, resolved) and the fact that the attorneys fees request is **30 times** the monetary settlement amount. More appropriate for the earth-shattering efforts of the class lawyers would be the “percentage of remedy” alternative. Take Toyota’s readily ascertainable internal costs for the “clarification and disclosure” remedy, add the monetary service fee award, and multiply the sum by the standard contingent fee percentage for a case settled before trial. Under FRCP 23(h), attorneys fees are not mandatory and in this particular “let’s-find-something-to-litigate-about” case, the Court should use its discretion to avoid rewarding litigation that accomplishes nothing.



Paul Hribernick

I certify that on November 21, 2025, I mailed a copy of this objection, First Class mail proper postage attached, to class counsel Mikel M. Arias, class counsel Kevin P. Green, and Toyota counsel John P. Hooper, at each counsel’s respective address as indicated in Section 12 of the Court’s instructions (“How do I tell the Court if I do not like the Settlement?”).



Paul Hribernick



PORTLAND OR RPDC 972

21 NOV 2025 PM 6 L

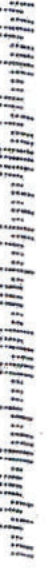
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United States District Court  
Central District of California  
First street Courthouse  
350 W. 1st Street, Courthouse #9C  
Los Angeles, California 90012



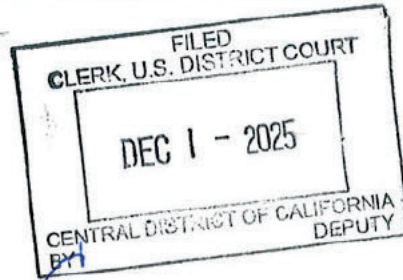
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Ivan McMillen



United States District Court

Central District of California

First Street Courthouse

350 W 1<sup>st</sup> Street, Courtroom #gC, 9<sup>th</sup> Floor (or as assigned)

Los Angeles, California 90012

Dear District Court Judge and Clerk of Court

I am writing concerning case "*Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*" and number of the Action "No. 2:21-cv-06010-TJH-JC;~~X~~

I am a class member of this case due to purchasing a 2019 Toyota Tacoma, vin [REDACTED] in [REDACTED] on 2/11/2021.

I object to this settlement because it mainly is a benefit to attorneys and not the owners of the affected vehicles. According to the Court-Approved Legal Class Settlement Notice I received in the mail the attorneys are asking for \$2,850,000.00 for attorney fees and up to \$300,000.00 in costs and expenses, while the vehicle owners would get \$95,000.00 divided among them. This seems very lopsided in favor of the attorneys and if the settlement is approved who will ultimately pay for the settlement cost? The settlement costs will then be paid by consumers in increased costs for new Toyota vehicles. Therefore, I think the case should be dropped and no settlement awarded.

In addition, the case seems frivolous because the alleged problem can be dealt with by using the Volume Adjustment Protocol listed on the Court-Approved Legal Class Settlement Notice.

I have never objected to a class action settlement in the past. I have not previously objected to this case.

I will not be calling any persons to testify and do not plan to appear in person to testify.

Respectfully,

A solid black rectangular redaction box covering the signature of Ivan McMillen.

Ivan McMillen

Ivan McMillen



*Dr. Snp*

BUFFALO NY 140

24 NOV 2025 AM 2 L



1775

United States District Court  
Central District of California  
First Street Courthouse  
350 W 1st Street Courtroom #9C, 9th Floor  
Los Angeles, California 99012  
(or other as assigned)

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POSTNET  
9901284536 0000