

EXHIBIT P

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JULIET MURPHY, individually and on
behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR CORPORATION, ET AL.,

Defendant.

No.: 4:21-cv-00178

Hon. Amos L. Mazzant, III

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

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

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

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

3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft Notifications is a business unit of Epiq. References to Epiq in this declaration include Hilsoft Notifications.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues under my direction and control in the ordinary course of my business at Epiq.

OVERVIEW

5. This declaration describes the implementation of the Settlement Notice Plan (“Notice Plan”) for *Murphy v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00178-ALM pending in the United States District Court for the Eastern District of Texas. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Class Notice Plan* (“Notice Plan Declaration”) on March 27, 2024, which described the Notice Plan, detailed Hilsoft’s class action notice experience, and attached Hilsoft’s *curriculum vitae* and Epiq’s Notice Plan. ECF No. 128-1. In the Notice Plan Declaration, I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice plans.

NOTICE PLAN METHODOLOGY

6. Federal Rule of Civil Procedure 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Plan is on track to reach in excess of 95% of the identified Class Members with a frequency of three times (efforts to re-mail to undeliverable initial emails and physical mailings is ongoing). The Notice Plan, therefore has satisfied these requirements.

CAFA NOTICE

7. On April 5, 2024, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”). The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 54 officials (the Attorneys General of 48 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada and Connecticut Attorneys General, the CAFA Notice was sent to the Nevada and Connecticut Attorneys General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle*

¹ Fed. R. Civ. P. 23(c)(2)(B).

S. Bingham on Implementation of CAFA Notice, dated April 5, 2024, which is included as **Attachment 1**.

NOTICE PLAN DETAIL

8. On April 9, 2024, the Court approved the Notice Plan and appointed Epiq as the Settlement Notice Administrator in the Preliminary Approval Order. In the Preliminary Approval Order, the Court approved and certified, for settlement purposes only, the Class, which is defined as:

All individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles² in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions.

Excluded from the Class are: (a) Toyota, its officers, directors and employees; (b) Plaintiffs' Counsel; (c) the Court and associated court staff assigned to this case and their immediate family members. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in the Settlement Agreement, and once the exclusion request is finally approved by the Court.

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

10. This Notice Plan, as designed, implemented, and approved by the Court, reached the greatest practicable number of Class Members. The Notice Plan is on schedule to reach well in excess of 95% of the identified Class Members with a frequency of three times (efforts to re-mail to undeliverable initial emails and physical mailings is ongoing). The reach was further enhanced by, among others, print publication notice, a targeted online media effort, an

² The "Subject Vehicles" means model year 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023. Note: hybrid vehicles are not included in the Recall or the Settlement. "Recall" is defined as Toyota's recall of the Subject Vehicles, namely, Toyota's Recall 23V-734 submitted to NHTSA on or about November 01, 2023.

informational release, and a settlement website. In my experience, the reach of the Notice Plan was consistent with other court approved notice plans, was the best notice practicable under the circumstances of this case, and satisfied the requirements of due process, including its “desire to actually inform” requirement.³

NOTICE PLAN

Individual Notice

11. **Data Acquisition.** On March 25, 2024, Toyota provided Epiq with the list of applicable Vehicle Identification Numbers (“VIN LIST”), which included 1,853,568 unique VIN numbers. Epiq sent the VIN LIST to S&P Global Automotive, formerly known as Polk (“Polk”), to purchase data containing identifying information and last known mailing addresses corresponding with the VINs provided by Toyota.⁴ Polk collects and analyzes automotive related data, and to the extent Polk does not already have the needed Class Members’ vehicle and contact information in its existing database, Polk used the VINs provided by Toyota to request and obtain class vehicle and owner contact information from the respective state Departments of Motor Vehicles (collectively “State DMVs”).

12. Between May 14, 2024, through June 28, 2024, Polk returned 3,442,006 unique records associated with the 1,853,568 unique VIN numbers. After deduplication and validation, 3,088,882 Class Member records were identified and associated with the 1,853,568 unique VIN numbers. Email Notice was sent to all identified Class Members for whom a valid email address was available, and a Postcard Notice was sent via USPS first class mail to all identified Class

³ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

⁴ For Polk to obtain and/or release this type of information for purposes of sending notice to Class Members, 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 April 9, 2024.

Members with an associated physical address for whom a valid email address was not available or for whom the Email Notice was undeliverable after multiple attempts.

Individual Notice – Email

13. Commencing on June 25, 2024, Epiq sent 2,227,036 Email Notices to all identified Class Members for whom a valid email address was available. The following industry standard best practices were followed for the email notice efforts: The Email Notice was created using an embedded html text format. This format provided easy- to- read text without graphics, tables, images and other elements that in our experience would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of email communication. Each Email Notice was also transmitted with a unique message identifier. The Email Notice included an embedded link to the settlement website. By clicking the link, recipients were able to access the Long Form Notice and other information about the Settlement. The Email Notice is included as **Attachment 2**.

14. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Email Notice.

Individual Notice – Direct Mail

15. On June 25, 2024, Epiq sent 700,045 Postcard Notices to identified Class Members with an associated physical address for whom a valid email address was not available. Subsequently, commencing on July 19, 2024, Epiq sent 1,076,888 Postcard Notices to all identified Class Members with an associated physical address for whom the Email Notice was undeliverable after multiple attempts, and to identified Class Members included in the data for the States of California and New Hampshire (representing 97,916 Postcard Notices).⁵ The Postcard

⁵ Epiq received the registration records from Polk for California and New Hampshire after Postcard

Notices were sent via USPS first-class mail. The Postcard Notice, which was substantively identical to Exhibit 4 of the Settlement Agreement, clearly and concisely summarized the case and the legal rights of the Class Members. In addition, the Postcard Notice also directed the recipients to the settlement website where they could access additional information. On September 13, 2024, Epiq sent 332,594 Postcard Notices to identified Class Members with an associated physical address for whom the Email Notice was undeliverable after multiple attempts. The formatted Postcard Notice is included as **Attachment 3**.

16. Prior to sending the Postcard Notice, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Class Members’ address information is up-to-date and accurately formatted for mailing.⁶ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the ZIP code, and were verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

17. The return address on the Postcard Notices is a post office box that Epiq maintains for this case. The USPS automatically forwards Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were promptly re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated). Upon successfully locating better addresses, Postcard Notices were promptly

Notices were mailed on June 25, 2024. As a result, 97,916 Postcard Notices were sent on July 19, 2024, to these Class Members.

⁶ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months 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.

remained. As of September 4, 2024, Epiq has mailed 45,473 Postcard Notices.

18. Additionally, a Claim Form and Long Form Notice (“Claim Package”) was mailed to all persons who requested one via the toll-free telephone number or by mail. As of September 4, 2024, Epiq mailed 1,283 Claim Packages as a result of such requests. The Claim Form (in English) and Long Form Notice (in English and Spanish) are also available to download or print at the settlement website. The Claim Form is included as **Attachment 4**. The Long Form Notice in English is included as **Attachment 5**. The Long Form Notice in Spanish is included as **Attachment 6**.

Media Plan

Internet Digital Notice Campaign

19. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to MRI-Simmons data,⁷ 97% of Adults aged 18+ in the United States are online and 85% of all Adults aged 18+ use social media.⁸

20. The Notice Plan included targeted digital advertising on the selected advertising network *Google Display Network*, in English and Spanish, which represents thousands of digital properties across all major content categories. The Digital Notices were also placed on the social media sites *Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States with 175 million users and *Instagram* has 143 million active users in the United States.⁹

⁷ MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, 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.

⁸ MRI-Simmons 2022 Survey of the American Consumer®.

⁹ Statista Digital 2023: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

21. The Digital Notices were targeted to selected audiences nationwide who have shown an interest or affinity for content related to Toyota and/or Toyota RAV4. Additionally, a List Activation campaign was also utilized to reach Class Members by matching online consumer profiles with the known emails of Class Members. The Digital Notice was then served directly to those individuals.

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

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

| <i>Network/Property</i> | <i>Language</i> | <i>Target/Distribution</i> | <i>Ad Sizes</i> | <i>Delivered Impressions</i> |
|---|-------------------|--|-----------------------------------|---|
| <i>Google Display Network</i> | English & Spanish | Adults 18+ and Affinity Target for Toyota RAV4 and/or Toyota | 300x250, 728x90, 300x600, 970x250 | 664,759 |
| <i>Google Display Network</i> | English & Spanish | Adults 18+ and Intent Target for Toyota RAV4 and/or Toyota | 300x250, 728x90, 300x600, 970x250 | 549,554 |
| <i>Google Display Network</i> | English | Data Match Targeting to approx. 4.635 million Class Members | 300x250, 728x90, 300x600, 970x250 | 5,725,708 |
| <i>Facebook</i> | English | Adults 18+ and interest in Toyota RAV4 and/or Toyota | Newsfeed & Right Hand Column | 5,134,778 |
| <i>Instagram</i> | English | Adults 18+ and interest in Toyota RAV4 and/or Toyota | Newsfeed | 4,059,629 |
| <i>Various Territory Websites:</i> <i>www.elnuevodia.com</i> <i>www.elvocero.com</i> <i>www.guampdn.com</i> <i>www.primerahora.com</i> <i>www.saipantribune.com</i> <i>www.samoanews.com</i> <i>www.virginislandsdailynews.com</i> | English & Spanish | Run of Site | 300x250, 728x90, 300x600, 970x250 | 2,010,617 1,613,175 1,147,326 1,147,326 630,807 472,453 336,741 |
| TOTAL | | | | 24,646,769 |

24. Combined, over 24 million targeted impressions were generated by the Digital Notices.¹⁰ The Digital Notices ran from June 25, 2024, through July 24, 2024. 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 7**.

U.S. Territory Newspapers

25. A Publication Notice was placed in eight newspapers, covering Puerto Rico and other U.S. Territories. The Publication Notice ranged from a one-eighth to a one-half page ad unit depending on the dimensions of each newspaper, and were placed in either English or Spanish. The Publication Notice ran one-time in each printed newspaper on June 25, 2024. More details regarding the Publication Notice are including in the following table.

| <i>Publication</i> | <i>Run Date</i> | <i>Page #</i> | <i>Circulation</i> |
|--|------------------------|----------------------|---------------------------|
| <i>El Nuevo Dia</i> | 06/25/24 | 9 | 155,000 |
| <i>El Vocero De Puerto Rico</i> | 06/25/24 | 10 | 170,000 |
| <i>Primera Hora</i> | 06/25/24 | 12 | 100,000 |
| <i>Pacific Daily News</i> | 06/25/24 | 11 | 210,000(e-edition only) |
| <i>Saipan Tribune</i> | 06/25/24 | 2 | 4,000 |
| <i>San Juan Daily Star</i> | 06/25/24 | 10 | 55,000 |
| <i>Samoa News</i> | 06/25/24 | 7 | 2,500 |
| <i>Virgin Islands Daily News</i> ¹¹ | 06/25/24 | 13 | 15,000 |
| TOTAL | | | 711,500 |

26. The selected newspapers have a combined circulation of over 711,500. Individual tear sheets of the Publication Notice as it appeared in each of these selected newspapers are included as **Attachment 8**.

¹⁰ 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.).

¹¹ The Publication Notice was published again in the *Virgin Islands Daily News* on 7/2/2024 (page 13) due to a printing error that altered the readability of the ad in the 6/25/2024 issue.

Sponsored Search Listings

27. To facilitate locating the settlement website, sponsored search listings were acquired on the three most frequently visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine visitors searched on selected common keyword combinations related to the settlement, the sponsored search listing created for the settlement was generally displayed at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings were targeted nationwide and included Puerto Rico and other U.S. Territories. All sponsored search listings linked directly to the settlement website. A complete list of the sponsored search keyword combinations is included as **Attachment 9**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 10**.

28. The sponsored search listings began on June 25, 2024, and will run through September 30, 2024. As of September 8, 2024, the sponsored listings have been displayed 84,240 times, which resulted in 11,221 clicks that displayed the settlement website.

Informational Release

29. To build additional reach and extend exposures, on June 25, 2024, a party-neutral Informational Release was issued broadly over PR Newswire's U.S.1 and Hispanic newlines, in English and Spanish, to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as approximately 4,500 websites, online databases, internet networks and social networking media.

30. The Informational Release included the address of the settlement website and the toll-free telephone number. According to PR Newswire, the Informational Release resulted in 495 new stories/postings regarding the settlement. The Informational Release in English is included as **Attachment 11**. The Informational Release in Spanish is included as **Attachment 12**.

Settlement Website

31. On June 24, 2024, Epiq established a dedicated website (www.RAV4BatteryAssemblySettlement.com) for the settlement with an easy to remember domain name. Relevant documents, including the Settlement Agreement, Long Form Notice, Complaint, Preliminary Approval Order, and other Court documents, are posted on the settlement website. In addition, the settlement website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Notice Administrator, and how to obtain other case-related information. Class Members are also able to file a Claim Form on the settlement website. The settlement website address was prominently displayed in all notice documents. As of September 4, 2024, there have been 182,206 unique visitor sessions to the settlement website, and 1,417,092 web pages have been presented.

Toll-free Telephone Number and Contact Information

32. On June 24, 2024, Epiq established a toll-free telephone number (1-877-522-3626) for the case that provides information about the Settlement. Class Members are able to call for additional information, listen to answers to FAQs, and request that a Claim Package be mailed to them. Callers also have the option to connect with a live operator during normal business hours. The toll-free telephone number was prominently displayed in all notice documents. The automated telephone system is available 24 hours per day, 7 days per week. As of September 4, 2024, there have been 10,038 calls to the toll-free telephone number representing 53,558 minutes of use, and service agents have handled 5,109 incoming calls representing 41,389 minutes of use, and 169 outgoing calls representing 561 minutes of use.

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

Requests for Exclusion and Objections

34. The deadline to request exclusion from the Settlement is October 21, 2024. The deadline to object to the Settlement is September 30, 2024. As of September 4, 2024, Epiq has

received ten requests for exclusion. As of September 4, 2024, Epiq has not received any objections to the settlement.

Claim Filing and Distribution Options

35. The English and Spanish-language Notices provided a detailed summary of the relevant information about the settlement, including the settlement website address and how Class Members can file a Claim Form online or by mail. The deadline for Class Members to file a Claim Form under the Unreimbursed Out-of-Pocket Repair/Reimbursement Expense Reimbursement Program, is December 1, 2024. The deadline for Class Members to file a Claim Form under the Battery Replacement Reimbursement Program, is June 25, 2025. The deadline for Class Members to file a Claim Form under the Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program, is July 1, 2025. As of September 4, 2024, Epiq has received a combined total of 3,764 Claim Forms (3,533 online submissions and 231 paper submissions). Since the claim filing deadlines have not yet passed, these numbers are preliminary. As the claim filing deadlines are months or more than a year away, I expect additional Claim Forms will be filed by Class Members. In my experience it is common to see a spike in claim filing as the deadline approaches.

Cost of Notice Implementation and Administration

36. As of September 4, 2024, Epiq has invoiced \$1,526,017.29 to implement the Notice Plan and handle the settlement administration to date. The remaining work to be completed includes: 1) addressing the remainder of notice dissemination, including, but not limited to, responding to inquiries from Class Members and a supplemental declaration to be filed with the Court; 2) receipt, processing, and auditing of Claim Forms; 3) communicating with Class Members, including maintaining the settlement website and toll-free telephone number throughout the remaining duration of the settlement administration; 4) distributing settlement funds to Class Members, including digital payments and printing and mailing checks, and associated postage; 5) handling undeliverable payments; 6) re-issuing payments; 7) Qualified Settlement Fund (“QSF”) management, tax reporting, and any sales tax; and 8) associated project management and related

billable hours to handle the distribution and related settlement administration responsibilities. All costs are subject to the Service Contract under which Epiq is retained as the Settlement Notice Administrator, and the terms and conditions of that agreement.

CONCLUSION

37. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest reasonably practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to settlement class members in any way. All of these requirements were met in this case.

38. The Notice Plan included individual notice to identified Class Members and supplemental media. The Notice Plan is on track to reach in excess of 95% of identified Class Members with a frequency of three times. The reach is further enhanced by, among others, print publication notice, a targeted online media effort, an informational release, and a settlement website. In 2010, the Federal Judicial Center (“FJC”) issued a *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.” Here, we have developed and implemented a Notice Plan that readily achieved a reach at the high end of that standard.

39. The Notice Plan followed the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

- A. “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt

to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

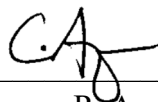
- B. “[N]otice must be ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane* at 314).

40. The Notice Plan described in this declaration provided for the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rules of Civil Procedure, Rule 23 regarding notice, and comported with the guidance for effective notice articulated in the Manual for Complex Litigation 4th Ed, and followed the FJC’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide (2010).

41. The Notice Plan schedule afforded sufficient time to provide full and proper notice to Class Members before the exclusion request and objection deadlines.

42. I will provide a supplemental declaration to update the information, as warranted, in this declaration.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed September 16, 2024.



Cameron R. Azari, Esq.

Attachment 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JULIET MURPHY, individually and on
behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR CORPORATION, et al.,

Defendants.

No.: 4:21-cv-00178

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 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 400 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 Defendants Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering and Manufacturing North America, Inc., and Toyota Motor North America, Inc., 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”).¹

7. On April 5, 2024, Epiq sent 57 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Priority Mail to 54 officials (the Attorneys General of 48 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada and Connecticut Attorneys General, the Notice was sent to the Nevada 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**.

¹ 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.

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:

- a) Settlement Agreement filed in the Action, as well as the following Exhibits to the Settlement Agreement:
 - i. Exhibit 1 – [Proposed] Preliminary Approval Order
 - ii. Exhibit 2 – Notice Plan
 - iii. Exhibit 3 – Long Form Notice
 - iv. Exhibit 4 – Direct Mail Notice
 - v. Exhibit 5 – Publication Notice
 - vi. Exhibit 6 – Claim Form
 - vii. Exhibit 7 – Settlement Notice Administrator’s Declaration and Notice Program
 - viii. Exhibit 8 – [Proposed] Final Approval Order
 - ix. Exhibit 9 – [Proposed] Final Judgment
 - x. Exhibit 10 – Consumer Advisory 21TG01
- b) Amended Consolidated Class Action Complaint
- c) July 27, 2023 Joint Stipulation and Order Regarding Certain Plaintiffs, amending the Amended Consolidation Class Action Complaint.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 5, 2024.



KYLE S. BINGHAM

Attachment 1

CAFA Notice 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 | Ashley Moody | 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 | 100 W Randolph St | | Chicago | IL | 60601 |
| 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 | | 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 | Josh Stein | 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 | CAFA Coordinator | 28 Liberty Street 15th Floor | | New York | NY | 10005 |
| 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 | Ellen F Rosenblum | Oregon Department of Justice | 1162 Court St NE | Salem | OR | 97301 |
| Office of the Attorney General | Michelle A Henry | 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 | Sean D Reyes | PO Box 142320 | | 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 | Bob Ferguson | 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 | Patrick Morrissey | 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 | Fainu'ulei Falefatu Ala'ilima-Utu | American Samoa Gov't Exec Ofc Bldg Utulei | Territory of American Samoa | Pago Pago | AS | 96799 |
| Attorney General Office of Guam | Douglas Moylan | Administrative Division | 590 S Marine Corps Dr Ste 901 | Tamuning | GU | 96913 |
| Office of the Attorney General | Edward Manibusan | Administration Bldg | PO Box 10007 | Saipan | MP | 96950 |
| PR Department of Justice | Domingo Emanuelli Hernández | PO Box 9020192 | | San Juan | PR | 00902 |
| Department of Justice | Ariel M Smith | 3438 Kronprindsens Gade Ste 2 | GERS BLDG | St Thomas | VI | 00802 |

CAFA Notice Service List

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 |

CAFA Notice Service List

UPS

| Appropriate Official | FullName | Address1 | Address2 | City | State |
|--------------------------|--------------------|-------------------------|----------|------------|-------|
| US Department of Justice | Merrick B. Garland | 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

April 5, 2024

Sent Via UPS or USPS Priority Mail

The Honorable Merrick B. Garland, 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

Juliet Murphy, et al., v. Toyota Motor Corporation, et al., 4:21-cv-00178-ALM (U.S.D.C. E.D. Tex.) (the “Action”) Class Action Settlement

Dear Mr. Garland 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 Defendants Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering and Manufacturing North America, Inc., and Toyota Motor North America, Inc. (collectively, “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 – Notice Plan
 - c. Exhibit 3 – Long Form Notice

The Honorable Merrick B. Garland, Esq.
The Attorneys General
April 5, 2024
Page 2

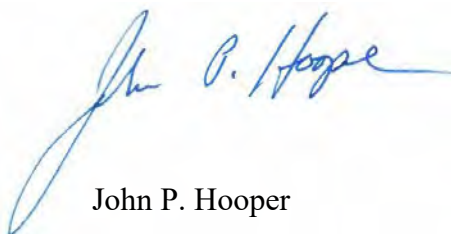
- d. Exhibit 4 – Direct Mail Notice
 - e. Exhibit 5 – Publication Notice
 - f. Exhibit 6 – Claim Form
 - g. Exhibit 7 – Settlement Notice Administrator’s Declaration and Notice Program
 - h. Exhibit 8 – [Proposed] Final Approval Order
 - i. Exhibit 9 – [Proposed] Final Judgment
 - j. Exhibit 10 – Consumer Advisory 21TG01
- 2. Amended Consolidated Class Action Complaint
 - 3. July 27, 2023 Joint Stipulation and Order Regarding Certain Plaintiffs, amending the Amended Consolidation Class Action Complaint.

Please take note that plaintiffs filed the operative Settlement Agreement and exhibits thereto in the Action with the United States District Court for the Eastern District of Texas (the “Court”) on March 28, 2024. The Court has scheduled a preliminary approval hearing on April 11, 2024, at 9:00 a.m. CDT. The Court has not 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. Accordingly, pursuant to 28 U.S.C. § 1715(b)(7)(B), Toyota believes that class members reside in all 50 States, the District of Columbia, and territories and possession of the United States. Toyota estimates that there is a total of approximately 1.85 million subject vehicles, although Toyota may have additional information on the subject vehicles at a later date.

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 | FullName | Address1 | Address2 | City | State | Zip |
|--|--|--|---------------------------------|----------------|-------|-------|
| US Department of Justice | Merrick B. Garland | 950 Pennsylvania Ave NW | | Washington | DC | 20530 |
| 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 for Connecticut | | All documents sent to CT AG at their dedicated CAFA email inbox. | | | CT | |
| 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 | Ashley Moody | 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 | 100 W Randolph St | | Chicago | IL | 60601 |
| Office of the Indiana Attorney General | Todd Rokita | Indiana Government Center South | 302 W Washington St Rm 5 | Indianapolis | IN | 46204 |
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| 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 | | Lansing | MI | 48909 |
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| Missouri Attorney General's Office | Andrew Bailey | 207 West High Street | PO Box 899 | Jefferson City | MO | 65102 |
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| 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 for Nevada | | All documents sent to NV AG at their dedicated CAFA email inbox. | | | NV | |
| Office of the Attorney General | CAFA Coordinator | 28 Liberty Street 15th Floor | | New York | NY | 10005 |
| 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 | Ellen F Rosenblum | Oregon Department of Justice | 1162 Court St NE | Salem | OR | 97301 |
| Office of the Attorney General | Michelle A Henry | 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 | Sean D Reyes | PO Box 142320 | | 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 | Bob Ferguson | 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 | Patrick Morrissey | 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 | Fainu'ulei Falefatu Ala'ilima-Utu | American Samoa Gov't Exec Ofc Bldg Utulei | Territory of American Samoa | Pago Pago | AS | 96799 |
| Attorney General Office of Guam | Douglas Moylan | Administrative Division | 590 S Marine Corps Dr Ste 901 | Tamuning | GU | 96913 |
| Office of the Attorney General | Edward Manibusan | Administration Bldg | PO Box 10007 | Saipan | MP | 96950 |
| PR Department of Justice | Domingo Emanuelli Hernández | PO Box 9020192 | | San Juan | PR | 00902 |
| Department of Justice | Ariel M Smith | 3438 Kronprindsens Gade Ste 2 | GERS BLDG | St Thomas | VI | 00802 |

Attachment 2

From: [NoReply_RAV4BatteryAssemblySettlement](#)
To: [REDACTED]
Subject: Toyota RAV4 Battery Class Action Settlement

[Click here](#) to view this message in a browser window.

THIS IS A COURT-APPROVED LEGAL CLASS SETTLEMENT NOTICE

You are receiving this notice because you may be a Class Member in a proposed class action settlement alleging that 2013-2018 Toyota RAV4 vehicles (“Subject Vehicles”) contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. Toyota denies all claims and 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.**

Who’s Included in the Settlement? You are included in the Settlement if you are a current or former owner/lessee of a 2013-2018 RAV4 vehicle. Subject Vehicles are subject to NHTSA Recall No. 23V-734 (“Recall”). Note: hybrid vehicles are not included in the Recall or the Settlement. You will be provided additional notice by Toyota when your vehicle is able to have the Recall performed (“Recall Remedy”).

What Are the Settlement Benefits? The proposed Settlement provides a Customer Support Program that includes: (1) an Inspection Program; (2) a Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery; (3) an Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program providing reimbursement for certain unreimbursed costs incurred prior to June 25, 2024, related to a repair or parts replacement of the battery hold-down assembly unit and related reasonable rental and/or towing expenses; and (4) an Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program which provides reimbursements for certain unreimbursed out-of-pocket costs incurred prior to June 25, 2025, or 30 days after the date the Recall Remedy is available, whichever is earlier, related to a Unique Thermal Event caused by the alleged defect to the battery hold-down assembly unit. You can access the Settlement website by scanning the QR code on this Notice, where you can (i) view settlement documents, (ii) determine whether you are included in the Settlement, and (iii) submit a claim. This Settlement does not resolve any claims for personal injury or wrongful death.

What Do I Need to Do? You must submit a timely and valid claim to receive a Settlement payment. Claims for (i) the Battery Replacement Reimbursement Program must be submitted by **June 25, 2025**; (ii) the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must be submitted by **December 1, 2024**; and (iii) the Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program must be

submitted by **July 1, 2025**. You may submit a claim by visiting the Settlement website [here](#) or by submitting a claim by [mail](#).

How Will the Attorneys Be Paid? The attorneys representing the class will request attorneys' fees, costs, and expenses up to \$13.6 million to compensate them for their work litigating this case and securing the Settlement. Service awards up to \$5,000 for each of the Class Representatives will also be requested. For more information, visit the Settlement website [here](#) or call the toll-free number.

What Are My Rights? You may object to the Settlement by **September 30, 2024**, or exclude yourself by **October 21, 2024**. If you exclude yourself, you will not release any of the legal claims resolved in this Settlement or be bound by the Court's orders in this class action, but you will not be eligible for any benefits from the Settlement. If you wish to object to the Settlement, the Court will consider your views. You cannot both exclude yourself from and object to the Settlement. For more information visit the Settlement website [here](#).

When is the Fairness Hearing? The Court will hold a hearing on **November 19, 2024, at 9:00 a.m. CST**, 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.

**Questions? Please call 1-877-522-3626 or visit
www.RAV4BatteryAssemblySettlement.com.**

AK256_v03

Copyright © 2024 Murphy v Toyota Settlement
Our address is P.O. Box 2589, Portland, OR 97208-2589

If you do not wish to receive future email, [click here](#).

(You can also send your request to **Customer Care** at the street address above.)

Attachment 3

Murphy v. Toyota Motor Corp., et al.
Case No. 4:21-cv-00178 (E.D. Tex.)
c/o Settlement Notice Administrator
PO Box 2589
Portland, OR 97208-2589

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

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



Questions? Please Call 1-877-522-3626 or Visit
www.RAV4BatteryAssemblySettlement.com



You are receiving this notice because you may be a Class Member in a proposed class action settlement alleging that 2013-2018 Toyota RAV4 vehicles ("Subject Vehicles") contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. 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.**

Who's Included in the Settlement? You are included in the Settlement if you are a current or former owner/lessee of a 2013-2018 RAV4 vehicle. Subject Vehicles are subject to NHTSA Recall No. 23V-734 ("Recall"). Note: hybrid vehicles are not included in the Recall or the Settlement. You will be provided additional notice by Toyota when your vehicle is able to have the Recall performed ("Recall Remedy").

What Are the Settlement Benefits? The proposed Settlement provides a Customer Support Program that includes: (1) an Inspection Program; (2) a Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery; (3) an Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program providing reimbursement for certain unreimbursed costs incurred prior to June 25, 2024, related to a repair or parts replacement of the battery hold-down assembly unit and related reasonable rental and/or towing expenses; and (4) an Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program which provides reimbursements for certain unreimbursed out-of-pocket costs incurred prior to June 25, 2025, or 30 days after the date the Recall Remedy is available, whichever is earlier, related to a Unique Thermal Event caused by the alleged defect to the battery hold-down assembly unit. You can access the Settlement website by scanning the QR code on this Notice, where you can (i) view settlement documents, (ii)

determine whether you are included in the Settlement, and (iii) submit a claim. This Settlement does not resolve any claims for personal injury or wrongful death.

What Do I Need to Do? You must submit a timely and valid claim to receive a Settlement payment. Claims for (i) the Battery Replacement Reimbursement Program must be submitted by **June 25, 2025**; (ii) the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must be submitted by **December 1, 2024**; and (iii) the Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program must be submitted by **July 1, 2025**. You may submit a claim by visiting the Settlement website, scanning the QR code, or by submitting a claim by mail.

How Will the Attorneys Be Paid? The attorneys representing the class will request attorneys' fees, costs, and expenses up to \$13.6 million to compensate them for their work litigating this case and securing the Settlement. Service awards up to \$5,000 for each of the Class Representatives will also be requested. For more information, visit the Settlement website or call the toll-free number.

What Are My Rights? You may object to the Settlement by **September 30, 2024**, or exclude yourself by **October 21, 2024**. If you exclude yourself, you will not release any of the legal claims resolved in this Settlement or be bound by the Court's orders in this class action, but you will not be eligible for any benefits from the Settlement. If you wish to object to the Settlement, the Court will consider your views. You cannot both exclude yourself from and object to the Settlement. For more information visit the Settlement website.

When is the Fairness Hearing? The Court will hold a hearing on **November 19, 2024, at 9:00 a.m. CST**, 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.

Attachment 4

CLAIM FORM

Murphy v. Toyota Motor Corporation, et al.

Use this Claim Form only if:

- You own(ed), purchased, or lease(d) a 2013-2018 RAV4 Vehicle, which was identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023. Note: hybrid vehicles are not included in this Recall or the Settlement.

AND

- You replaced a Group 26R battery with a Group 35 battery in your Subject Vehicle. Such claims must be submitted by **June 25, 2025**.

OR

- You incurred out of pocket expenses to repair or replace parts of the battery hold down assembly of the Subject Vehicle, and for which you were not otherwise reimbursed, and the costs were incurred prior to the Initial Notice Date. Such claims must be submitted by **December 1, 2024**.

OR

- You incurred out-of-pocket damages to the Subject Vehicle or property due to a thermal event caused by a short circuit in the battery assembly unit of your Subject Vehicle (for example, a fire), and for which you were not otherwise reimbursed, and the costs were incurred within (1) a year of the Initial Notice Date; or (2) 30 days after the Recall Remedy was available for your Subject Vehicle, whichever is earlier. Such claims must be submitted by **July 1, 2025**.

You may be eligible for compensation if you are not excluded from the Class and you otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement. For more information regarding the class action settlement, please first visit www.RAV4BatteryAssemblySettlement.com. If you still have questions regarding the claims process, *call 1-(877) 522-3626*.

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

- 1) You can complete the Claim Form online at www.RAV4BatteryAssemblySettlement.com, or on paper. Check the Claim Form carefully to make sure all of the information is correct, complete and legible.
- 2) If you wish to submit claims for multiple vehicles, you must submit a separate claim for each VIN. The fastest way to do this is through the Settlement website.
- 3) Capitalized terms in this Claim Form have the same meaning as provided in the Settlement Agreement, which is available at www.RAV4BatteryAssemblySettlement.com. No funds will be paid out unless and until the settlement is finally approved by the Court, including the resolution of any appeals in favor of upholding the settlement.
- 4) If you print this Claim Form, type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information to complete and submit this Claim Form, attach Supporting Documentation, as specified below, and sign the Claim Form.
- 5) **You must submit your completed Claim Form and any Supporting Documentation by mail or electronically no later than the deadlines indicated at the beginning of this Claim Form. Please check the settlement website, www.RAV4BatteryAssemblySettlement.com, which will be periodically updated. The completed Claim Form and any Supporting Documentation can be submitted online at www.RAV4BatteryAssemblySettlement.com or mailed to:**

**Murphy v. Toyota Settlement
PO Box 2589
Portland, OR 97208-2589**

Important: Keep a copy of your completed Claim Form and the Supporting Documentation. Any documents you submit with your Claim Form will not be returned. Do not send original documents. If your claim is rejected for any reason, you will be notified.

SECTION VI – DOCUMENTATION

The best way to show that you are eligible to receive compensation is to provide copies of any documentation you have that support the expenses you listed in Sections III, IV and/or V, above. Supporting documentation may include, for example, proof of ownership/lease of a Subject Vehicle, receipts, invoices, credit card statement, canceled check, service records, repair orders, or any other documents that show:

- Proof of ownership or lease, which includes VIN, make and model
- Date the expense was incurred
- Details of the expense being claimed (for example, details of battery replacement, rental car expenses, towing expenses, or repairs)
- Details of the battery purchased
- Proof of payment and total amount paid
- Facility name, address and phone number where the purchase/repair occurred.

The court-appointed Settlement Claims Administrator will review your claim and supporting documentation to determine whether you are eligible for reimbursement and may request additional documentation. All claim decisions from the Settlement Claims Administrator are final.

SECTION VII – ATTESTATION

By signing this Claim Form, you affirm that you **HAVE NOT** already been reimbursed for any of the above services except as reflected on the documents you have submitted. If you were only partially reimbursed, please enclose the document(s) that show how much you were reimbursed.

I affirm under the laws of the United States of America that the information in this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification and the Settlement Claims Administrator and Court review.

Signature:

Date:

| | | | | | | | | | |
|----|--|---|----|--|---|------|--|--|--|
| | | - | | | - | | | | |
| MM | | | DD | | | YYYY | | | |

SECTION VIII – CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST

- Be sure that your completed Claim Form includes your current name, address, contact information and the vehicle identification number (VIN) of your Subject Vehicle.
- Provide receipts or other evidence for the battery replacement purchase and/or out-of-pocket expenses, as instructed above.
- Keep a copy of your completed Claim Form (plus documentation submitted) for your records.
- Sign and date your Claim Form.
- Finally, you must submit your Claim Form and any Supporting Documentation, no later than:
 - **June 25, 2025** for Claims submitted as part of the Battery Replacement Reimbursement Program.
 - **December 1, 2024** for Claims submitted as part of the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program.
 - **July 1, 2025** for Claims submitted as part of the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program.
- The completed claim form and documentation can be submitted online at www.RAV4BatteryAssemblySettlement.com or mailed to:

Murphy v. Toyota Settlement

PO Box 2589

Portland, OR 97208-2589

Toyota, the Settlement Claims Administrator, and/or the Settlement Notice Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail or e-mail.

Claim Forms will be processed and approved in accordance with the terms of the Settlement Agreement. Please check the settlement website, www.RAV4BatteryAssemblySettlement.com, for updates.

Attachment 5

Toyota RAV4 Battery Class Action Settlement Notice

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

Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of 2013-2018 Toyota RAV4 Vehicles

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants¹ concerning 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 (known as the “Subject Vehicles”). Note: hybrid vehicles are not included in the Recall or the Settlement. If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides a Consumer Support Program that provides an Inspection Program and reimbursement of certain unreimbursed out-of-pocket expenses as further discussed in this Settlement notice.

The case is currently pending before Judge Amos L. Mazzant, III in the United States District Court for the Eastern District of Texas, Sherman Division, in an action titled *Murphy v. Toyota Motor Corp. et al.* (Case No. 4:21-cv-00178). Plaintiffs allege that the battery terminal equipped in the Subject Vehicles are vulnerable to battery failure which can lead the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire in the engine compartment. 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 compensation and other benefits to eligible current and former owners and lessees of Subject Vehicles through a Customer Support Program. The Customer Support Program benefits include:

- An Inspection Program;
- A Battery Replacement Reimbursement Program that provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles;
- An Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program that provides reimbursement for (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses; and
- An Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program that provides:
 - (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly; and
 - (ii) related reasonable rental and/or towing expenses.

You may be eligible for these benefits if you own, lease, or previously owned or leased a Subject Vehicle and file a timely and valid Claim. The Subject Vehicles are 2013–2018 RAV4 vehicles.

To determine whether your vehicle is part of the Class, please visit the Settlement website, www.RAV4BatteryAssemblySettlement.com, which contains a Vehicle Identification Number (VIN) lookup tool to check the eligibility of your vehicle.

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

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

For their work in securing this Settlement, the attorneys representing the Class (known as “Class Counsel”) will request up to \$13.6 million in attorneys’ fees, costs, and expenses. Class Counsel will also request service awards of up to \$5,000 for each of the Class Representatives. If approved by the Court, the attorneys’ fees, costs, and expenses, and Class Representative service awards, will be paid by Toyota.

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.RAV4BatteryAssemblySettlement.com. Please visit the website regularly for further updates about the Settlement.

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Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

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A. BASIC INFORMATION

1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action settlement. You are NOT being sued. This notice explains the litigation, the proposed Settlement, and your legal rights. Judge Amos L. Mazzant, III of the United States District Court for the Eastern District of Texas, Sherman Division is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *Murphy v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 4:21-cv-00178.

If you have any questions, please visit www.RAV4BatteryAssemblySettlement.com or contact the Settlement Notice Administrator at 1-877-522-3626.

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.**

| | |
|---|---|
| <p>OBTAIN AN INSPECTION OF THE SUBJECT VEHICLE</p> | <p>Authorized Toyota Dealers will perform an inspection the Subject Vehicle to confirm that the Subject Vehicle’s battery is the correct size. If certain components used to secure the battery in place are found to be damaged or missing during this inspection, they will be replaced at no cost to the Class Member, as long as the correct size battery is installed at the time of the inspection. Repairs will not be made to fix any damage caused by a collision involving the Subject Vehicle. You may receive an inspection regardless of whether you had previously obtained an inspection by an authorized Toyota Dealer as part of Consumer Advisory 21TG01.</p> |
| <p>FILE A CLAIM FOR REIMBURSEMENT</p> | <p>You will be able to submit a claim for reimbursement at www.RAV4BatteryAssemblySettlement.com for the following programs:</p> <ul style="list-style-type: none"> • Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles. The deadline to submit claims is June 25, 2025. |

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

| | |
|---|---|
| | <ul style="list-style-type: none"> • Unreimbursed Out-of-Pocket Repair/Reimbursement Expense Reimbursement Program which provides reimbursement for costs incurred prior to June 25, 2024, of (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses. The deadline to submit such claims is December 1, 2024. • Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program that provides reimbursement for costs incurred prior to June 25, 2025, or 30 days after the date the Recall Remedy is available, whichever date is earlier, of: (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly and (ii) related reasonable rental and/or towing expenses. The deadline to submit such claims will be July 1, 2025. <p>Please refer to Questions 12–17 below for more information about the eligible out-of-pocket expenses.</p> <p>If you incurred out-of-pocket expenses related to the costs above, you may submit a claim for reimbursement at www.RAV4BatteryAssemblySettlement.com. Please refer to Question 15 for details on how to submit a claim.</p> |
| <p>OBJECT</p> | <p>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 make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 24-25 below for further details on objecting to the Settlement. You must object by September 30, 2024. You cannot both exclude yourself from and object to the Settlement.</p> |
| <p>EXCLUDE YOURSELF</p> | <p>If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement. If you do so, you will not receive any of the Settlement benefits, but you will preserve your rights to sue Toyota separately over the claims being resolved by this Settlement. You cannot both exclude yourself from and object to the Settlement.</p> <p>Please refer to Questions 19-21 below for details on excluding yourself from the Settlement. Your request for exclusion must be postmarked on or before October 21, 2024.</p> |
| <p>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</p> | <p>You are not required to appear before the Court to participate in the 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 Questions 24 and 26-28 for further details. The fairness hearing is set for November 19, 2024, at 9:00 a.m. CST.</p> |
| <p>DO NOTHING</p> | <p>If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.</p> |

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

3. What is this lawsuit about?

This lawsuit alleges that Toyota designed and sold 2013-2018 RAV4 vehicles with a defective battery terminal. The battery terminal includes a battery clamp sub-assembly, battery tray, and positive terminal cover that holds the battery in place while the vehicle is in use. Plaintiffs allege that the battery defect can cause a failure of the battery leading the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire in the engine compartment.

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. Which Vehicles are included in the Settlement?

The Settlement applies to 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023. Note: hybrid 2013-2018 RAV4 vehicles are not included in the Recall or the Settlement.

To determine whether your vehicle is part of the Settlement, please visit www.RAV4BatteryAssemblySettlement.com and use the VIN lookup tool to check the eligibility of your vehicle. If you do not know your VIN, please check the driver's side dashboard and/or driver's side door post, which will contain the 17-digit VIN for your vehicle. You should take a photo of the VIN with your phone, so you have easy access to the number when you're filing a claim or registering for a residual payment.

5. 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 is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or "opt out" of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in Questions 19-21 below.

6. 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.RAV4BatteryAssemblySettlement.com.

B. WHO IS IN THE SETTLEMENT

7. Am I included in the Settlement?

You are included in the Class if as of **June 25, 2024**, you own, lease, or previously owned or leased a Subject Vehicle (as defined in Question 4 above) in any of the fifty States, the District of Columbia, Puerto Rico, and all

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

other United States territories and/or possessions.

To check whether you have a Subject Vehicle, please enter your Vehicle Identification Number in the VIN lookup tool available at www.RAV4BatteryAssemblySettlement.com.

8. Is anyone excluded from the Settlement?

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

- Toyota, its officers, directors, and employees;
- Plaintiffs' counsel;
- the Court and associated court staff assigned to this case and their immediate family members; and
- Persons or entities who or which timely and properly exclude themselves from the Class and the exclusion request is finally approved by the Court.

For more information, please review the Settlement Agreement available at www.RAV4BatteryAssemblySettlement.com.

9. I am not sure if I am included in the Settlement. How do I obtain more information?

If you are not sure whether you are included in the Class, you may contact the Settlement Notice Administrator at **1-877-522-3626** or visit www.RAV4BatteryAssemblySettlement.com, which contains further information and a VIN lookup tool to determine if your vehicle is part of the Class.

C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

10. What does the Settlement provide?

Plaintiffs and Toyota have agreed to a Customer Support Program which consists of:

- An Inspection Program to confirm that the Subject Vehicle's battery is the correct size and make certain repairs (described in Question 11 below);
- A Battery Replacement Reimbursement Program (described in Question 12 below);
- An Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program (described in Question 13 below); and
- An Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program (described in Question 14 below).

To receive the compensation benefits, you must submit a claim by the deadlines specified in the Questions 12-14. If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

11. How does the Inspection Program work?

Toyota shall institute a Settlement Inspection Program where authorized Toyota Dealers will perform an inspection the Subject Vehicle to confirm that the Subject Vehicle's battery is the correct size. If certain components used to secure the battery in place are found to be damaged or missing during this inspection, they will be replaced at no cost to the Class Member, as long as the correct size battery is installed at the time of the inspection. Repairs will not be made to fix any damage caused by a collision involving the Subject Vehicle.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

You may participate in the Inspection Program if:

- (a) Your Subject Vehicle had not previously been inspected by an authorized Toyota Dealer as part of the Consumer Advisory 21TG01 (“Consumer Advisory”); or
- (b) Your Subject Vehicle had previously been inspected by a Toyota Dealer as part of the Consumer Advisory, but you request a second inspection be performed.

12. How does the Battery Replacement Reimbursement Program work?

Toyota will implement a Battery Replacement Reimbursement Program that permits Class Members to submit a claim for a partial reimbursement to replace a Group 26R battery with a Group 35 battery in a Subject Vehicle. The amount of reimbursement will be as follows:

- For Class Members that already received a \$32 discount pursuant to Consumer Advisory 21TG01, the Class Member may submit a claim to receive a \$43 reimbursement.
- For Class Members that purchased a battery prior to **June 25, 2024**, but had not received a \$32 discount pursuant to the Consumer Advisory, the Class Member may submit a claim to receive a \$75 reimbursement.
- For Class Members that purchase a battery at an authorized Toyota Dealer after **June 25, 2024**, the Class Member may submit a claim to receive a \$75 reimbursement.
- Class Members that have not previously received a discount pursuant to the Consumer Advisory and purchase a battery after **June 25, 2024**, from a source other than an authorized Toyota Dealer will not be eligible for reimbursement.

Class Members may submit claims under the Battery Replacement Reimbursement Program until **June 25, 2025**.

13. How does the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program work?

Toyota will implement an Out-of-Pocket Repair/Replacement Expense Reimbursement Program that permits Class Members to submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses.

Expenses for claims submitted as part of the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must have been incurred prior to **June 25, 2024**.

Claims for the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must be submitted by **December 1, 2024**.

Expenses that are not the result of the alleged defect to the Subject Vehicle’s battery hold-down assembly, but rather are the result of collision, misuse and/or abuse will not be eligible for reimbursement.

14. How does the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program work?

Toyota will implement an Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program that permits Class Members to submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly and (ii) related reasonable rental and/or towing expenses.

The amount reimbursed for a Claim is limited to the actual unreimbursed out-of-pocket expense actually incurred

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

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by the Class Member. For the avoidance of doubt, where a claim was made pursuant to a Class Member's insurance policy, reimbursement is limited to the deductible actually paid by the Class Member.

Expenses for claims submitted as part of the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must have been incurred within a year following **June 25, 2024** or 30 days after the Recall Remedy is available to the Class Member, whichever is earlier.

Claims for the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must be submitted by **July 1, 2025**.

Expenses that are not the result of the alleged defect to the Subject Vehicle's battery hold-down assembly, but rather are the result of collision, misuse, and/or abuse will not be eligible for reimbursement.

15. How do I submit my claim for out-of-pocket expenses?

The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses, such as a receipt, invoice, credit card statement, canceled check, an associated towing or rental car rental expense, an associated damage related to the battery hold-down assembly unit, and other reasonable and practicable evidence. To submit your claim, please visit www.RAV4BatteryAssemblySettlement.com, input your Vehicle Identification Number (VIN), and fill out the Claim Form.

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print the Claim Form from the Settlement website or request a hardcopy form to be mailed to you by calling 1-877-522-3626. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: www.RAV4BatteryAssemblySettlement.com

Submit claims via mail:

Settlement Notice Administrator
PO Box 2589
Portland, OR 97208-2589

16. When will my claim for out-of-pocket expenses be paid?

The Settlement Special Administrator will begin issuing payments on a rolling basis within 60 days after the Court grants final approval of the Settlement and any appeals of that final approval order are resolved. Payments will continue on a rolling basis as claims are submitted and approved. Please check www.RAV4BatteryAssemblySettlement.com for updates on Settlement payments.

17. I have multiple Subject Vehicles. How many claims for out-of-pocket expenses may I submit?

You may submit a claim for out-of-pocket expenses for each Subject Vehicle you own(ed) or lease(d), as long your out-of-pocket expenses are not duplicative. For example, if you have two Subject Vehicles, you may submit a separate claim for each vehicle, but you may not seek reimbursement twice for the same out-of-pocket expense.

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

If the Settlement becomes final and you do not exclude yourself, you will release Toyota and the Released Parties from liability and will not be able to sue Toyota about the issues in the lawsuit.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

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

The Settlement Agreement at Section VII 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.RAV4BatteryAssemblySettlement.com. You can talk to one of the lawyers listed in Question 22 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.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

19. If I exclude myself, can I get anything from this Settlement?

If you wish to keep the right to sue or continue to sue Toyota over the legal issues in this lawsuit, then you must take steps to exclude yourself from the Settlement. This is also known as “opting out” of the Class.

If you exclude yourself, you will not receive any Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you also cannot object to the Settlement because you will no longer be part of the Class.

20. If I exclude myself, can I sue later?

If you timely and properly request exclusion from the Settlement, you will not release your claims resolved under the Settlement and will retain the right to sue Toyota about the issues in this lawsuit.

21. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a written request stating that you want to be excluded from the settlement. Your written request must include:

- The case name “*Murphy v. Toyota Motor Corp. et. al.*” and number of the Action, No. 4:21-cv-00178;
- 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);
- A request that you want to be excluded from the Class; and
- Your dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient).

You cannot ask to be excluded over the phone or at the settlement website. You **must** mail your letter with your exclusion request to:

Settlement Notice Administrator
PO Box 2589
Portland, OR 97208-2589
1-877-522-3626

Your letter with your exclusion request must be postmarked no later than **October 21, 2024**, to be considered by the Court. The deadlines found in this notice may be changed by the Court. Please check www.RAV4BatteryAssemblySettlement.com regularly for updates regarding the Settlement.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.
Please do not call the Judge or the Clerk of the Court.

E. THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers from the law firms Freed Kanner London & Millen LLC, McCune Law Group APC, Bailey & Glasser LLP, and Steckler Wayne Cherry & Love PLLC. These lawyers are called “Class Counsel.” Their contact information is as follows:

Kimberly A. Justice
Freed Kanner London & Millen LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6771
kjustice@fklmlaw.com

David C. Wright
McCune Law Group APC
3281 E. Guasti, Road, Suite 100
Ontario, California 91761
Telephone: (909) 557-1250
dcw@mccunewright.com

Bruce Steckler
Steckler Wayne Cherry & Love PLLC
12720 Hillcrest Road
Dallas, Texas 75230
Telephone: (972) 387-4040
bruce@swclaw.com

Todd A. Walburg
Bailey & Glasser, LLP
1999 Harrison Street, Suite 660
Oakland, California 94612
Telephone: (510) 272-8000
twalburg@baileyglasser.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

23. How will the lawyers be paid?

Class Counsel will ask the Court to award the attorneys representing the Class up to \$13.6 million to compensate them for their attorneys’ fees, costs and expenses in litigating this case and securing this nationwide Settlement for the Class. Class Counsel will also ask the Court to award each of the Settlement Class Representatives a service award of up to \$5,000 each 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 September 30, 2024, and that document will be available at www.RAV4BatteryAssemblySettlement.com shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the request for attorneys’ fees, costs and expenses and Settlement Class Representative service awards, as explained further in Question 24.

Please check www.RAV4BatteryAssemblySettlement.com regularly for updates regarding Class Counsel’s request for attorneys’ fees, costs, and expenses.

F. OBJECTING TO THE SETTLEMENT

24. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and 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

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

service awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name “*Murphy v. Toyota Motor Corp. et. al.*” and number of the Action, No. 4:21-cv-00178;
- 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), and whether the Subject Vehicle is currently owned or currently leased by you;
- 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 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 VI.A. of the Settlement Agreement.

You must file your objection electronically with the Court on or before **September 30, 2024**, or mail your objection to the Clerk of the Court, Class Counsel and Toyota’s counsel so it is received by **September 30, 2024**:

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

| Court | Class Counsel | Toyota’s Counsel |
|--|---|--|
| Clerk of Court United States District Court Eastern District of Texas, Sherman Division 101 East Pecan Street, Room 216 Sherman, Texas 75090 | Kimberly A. Justice Freed Kanner London & Millen LLC 923 Fayette Street Conshohocken, PA 19428 | John P. Hooper King & Spalding LLP 1185 Avenue of the Americas 34th Floor New York, New York 10036 |

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 **October 21, 2024**. See Question 28 for more information.

25. What is the difference between objecting and excluding yourself?

Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any benefits under the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement, the requested fees, costs, and expenses, and/or Settlement Class Representative service awards. You may object only if you stay in the Class. If you make an objection, you must still submit a claim to receive compensation under the Settlement.

G. THE COURT’S FAIRNESS HEARING

26. 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 **9:00 a.m. CST on November 19, 2024**, at the United States District Courthouse, Eastern District of Texas, 101 East Pecan Street, Paul Brown United States Courthouse, Sherman, Texas 75090. 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 24 above). The Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing you and the Class. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website www.RAV4BatteryAssemblySettlement.com for further updates.

27. 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 advance notice of your intention to appear (*see* Question 24 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.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

28. 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 **October 21, 2024**, and send a copy of that notice to Class Counsel and to Toyota's Counsel at the addresses listed in Question 24 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **9:00 a.m. CST on November 19, 2024**. The Court may reschedule the Fairness Hearing, so check the Settlement website www.RAV4BatteryAssemblySettlement.com for further updates.

H. GETTING MORE INFORMATION

29. 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.RAV4BatteryAssemblySettlement.com. You can also call the toll-free number, 1-877-522-3626.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com
Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

Appendix A – Section VII from the Settlement Agreement – Release and Waiver

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including 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 claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type regarding the subject matter of the Action, including, but 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 property damage claims allegedly caused by a defect of the Subject Vehicle's battery hold-down assembly, 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.

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

D. Notwithstanding the Release set forth in Section VII of th[e] 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.

E. The Final Approval Order will reflect these terms of this Release.

F. 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.

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

H. In connection with this Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel on behalf of the Class Representatives in executing this Agreement fully, finally, and forever to settle, release, discharge, acquit, and hold harmless 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, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

I. Class Representatives expressly understand and acknowledge that all Class Representatives and Class Members 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.

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

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for 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.

L. 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.

M. 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 as to Toyota in regard to the 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 as to Toyota.

N. 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.

O. 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.

Questions? Call toll free 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com

Please continue to check the website regularly for important Settlement updates.

Please do not call the Judge or the Clerk of the Court.

Attachment 6

Aviso de conciliación de demanda colectiva de baterías Toyota RAV4

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

Los pagos en efectivo y otros beneficios están disponibles para Propietarios y arrendatarios actuales y anteriores elegibles de Vehículos Toyota RAV4 2013-2018

Hay una conciliación propuesta (la “Conciliación”) en una demanda colectiva contra los Demandados de Toyota¹ en relación con los vehículos Toyota RAV4 2013-2018, que fueron identificados como parte del Retiro 23V-734 (conocidos como los “Vehículos en cuestión”). Nota: Los vehículos híbridos no están incluidos en el Retiro ni en la Conciliación. Si usted está incluido en la Conciliación, tiene derechos y opciones legales y plazos para ejercerlos.

La Conciliación proporciona un Programa de Apoyo al Consumidor que proporciona un Programa de Inspección y el reembolso de ciertos gastos por desembolsos no reembolsados, según se describe con más detalle en este Aviso de Conciliación.

El caso está pendiente actualmente ante el juez Amos L. Mazzant, III en el Tribunal de Distrito de los Estados Unidos para el Distrito Este de Texas, División Sherman, en una demanda titulada *Murphy v. Toyota Motor Corp. et al.* (Caso N.º. 4:21-cv-00178). Los demandantes alegan que el terminal de la batería provisto en los Vehículos en cuestión es vulnerable a un fallo de la batería que puede hacer que el automóvil pierda energía eléctrica, que el vehículo se detenga y potencialmente cause un incendio en el compartimento del motor. 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 final, la Conciliación proporcionará compensación y otros beneficios a los propietarios y arrendatarios actuales y anteriores elegibles de Vehículos en cuestión a través de un Programa de atención al cliente. Los beneficios del Programa de atención al cliente incluyen:

- Un programa de inspección;
- Programa de reembolso por sustitución de batería que proporciona un reembolso parcial para sustituir una batería del Grupo 26R por una batería del Grupo 35 en Vehículos en cuestión;
- Un Programa de reembolso de gastos de reposición/repación por desembolsos no reembolsados que proporciona el reembolso de (i) reparaciones no reembolsadas o sustituciones de piezas en el ensamble por sujeción de la batería del Vehículo en cuestión y (ii) gastos razonables relacionados de alquiler o remolque; y
- Un Programa de reembolso único de gastos por desembolsos por eventos térmicos no reembolsados que proporciona:
 - (i) daños por desembolsos no reembolsados al Vehículo en cuestión o daños a la propiedad causados por un Evento térmico único ocasionado por el supuesto defecto en el ensamble por sujeción de la batería del Vehículo en cuestión; y
 - (ii) gastos razonables de alquiler o remolque relacionados.

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

¿Tiene alguna pregunta? Llame al número gratuito 1-877-522-3626 o visite www.RAV4BatteryAssemblySettlement.com
Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.

No llame al Juez o al Secretario del Tribunal.

Usted puede ser elegible para estos beneficios si posee, arrienda o previamente poseía o arrendaba un Vehículo en cuestión y presenta una Reclamación válida y oportuna. Los Vehículos en cuestión son los vehículos RAV4 2013–2018.

Para determinar si su vehículo forma parte del Grupo, visite el sitio web de la Conciliación, www.RAV4BatteryAssemblySettlement.com, que contiene una herramienta de búsqueda del Número de identificación vehicular (VIN) para verificar la elegibilidad de su vehículo.

Por su trabajo para asegurar esta Conciliación, los abogados que representan al Grupo (conocidos como “Abogados del grupo de demandantes”) solicitarán hasta \$13.6 millones en concepto de honorarios de abogados, costas y gastos. Los Abogados del grupo de demandantes también solicitarán el pago por servicios de hasta \$5,000 para cada uno de los Representantes del grupo de demandantes. Si el Tribunal lo aprueba, Toyota pagará los honorarios, costos y gastos de los abogados, y el pago por servicios del Representante del grupo de demandantes.

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.RAV4BatteryAssemblySettlement.com. Visite regularmente el sitio web para ver más actualizaciones sobre la Conciliación.

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¿Tiene alguna pregunta? Llame al número gratuito 1-877-522-3626 o visite www.RAV4BatteryAssemblySettlement.com
Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.

No llame al Juez o al Secretario del Tribunal.

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A. INFORMACIÓN BÁSICA

1. ¿De qué se trata este Aviso?

Un tribunal federal autorizó este aviso para informarle sobre una propuesta de conciliación de demanda colectiva. Usted **NO** está siendo demandado. Este aviso explica el litigio, la Conciliación propuesta y sus derechos legales. El Juez Amos L. Mazzant, III del Tribunal de Distrito de los Estados Unidos para el Distrito Este de Texas, División Sherman está a cargo de este caso y tiene jurisdicción exclusiva sobre la Conciliación. Este litigio se conoce como *Murphy v. Toyota Motor Sales, U.S.A., Inc.*, Caso n.º 4:21-cv-00178.

Si tiene alguna pregunta, visite www.RAV4BatteryAssemblySettlement.com o comuníquese con el Administrador del Aviso de la Conciliación al 1-877-522-3626.

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.**

¿Tiene alguna pregunta? Llame al número gratuito 1-877-522-3626 o visite www.RAV4BatteryAssemblySettlement.com
Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.

No llame al Juez o al Secretario del Tribunal.

| | |
|---|--|
| <p>OBTENER UNA INSPECCIÓN DEL VEHÍCULO EN CUESTIÓN</p> | <p>Los concesionarios Toyota autorizados realizarán una inspección del Vehículo en cuestión para confirmar que la batería de dicho Vehículo en cuestión tiene el tamaño correcto. Si durante esta inspección se descubre que ciertos componentes utilizados para asegurar la batería en su lugar están dañados o faltan, se reemplazarán sin ningún costo al Miembro del grupo de demandantes, siempre y cuando la batería del tamaño correcto esté instalada en el momento de la inspección. No se realizarán reparaciones para reparar ningún daño causado por una colisión que involucre al Vehículo en cuestión. Es posible que usted reciba una inspección independientemente de que haya obtenido previamente una inspección por parte de un concesionario Toyota autorizado como parte del Asesoramiento al consumidor 21TG01.</p> |
| <p>ENVIAR UNA RECLAMACIÓN PARA UN REEMBOLSO</p> | <p>Podrá presentar una reclamación de reembolso en www.RAV4BatteryAssemblySettlement.com para los siguientes programas:</p> <ul style="list-style-type: none"> • Programa de reembolso por sustitución de baterías que proporciona un reembolso parcial para sustituir una batería del Grupo 26R por una batería del Grupo 35 en los Vehículos en cuestión. La fecha límite para presentar reclamaciones es el 25 de junio de 2025. • Un Programa de reembolso de gastos por desembolsos de reposición/reparación no reembolsados que proporciona el reembolso de costos incurridos antes del 25 de junio de 2024, de (i) reparaciones no reembolsadas o sustituciones de piezas del conjunto de sujeción de la batería del Vehículo en cuestión y (ii) gastos razonables relacionados de alquiler o remolque. La fecha límite para presentar dichas reclamaciones es el 1 de diciembre de 2024. • Programa de reembolso único de gastos por desembolsos por eventos térmicos no reembolsados que proporciona el reembolso de los costos incurridos antes del 25 de junio de 2025, o 30 días después de la fecha en que esté disponible el Recurso de retiro, lo que ocurra primero, de: (i) daños por gastos de desembolsos no reembolsados al Vehículo en cuestión o daños a la propiedad causados por un Evento térmico único ocasionado por el supuesto defecto en el ensamble por sujeción de la batería del Vehículo en cuestión y (ii) gastos razonables relacionados de alquiler o remolque. La fecha límite para presentar dichas reclamaciones es el 1 de julio de 2025. <p>Consulte las preguntas 12 a 17 a continuación para obtener más información sobre los gastos por desembolsos elegibles.</p> <p>Si ha incurrido en gastos por desembolsos relacionados con los costos anteriores, usted puede presentar una reclamación de reembolso en www.RAV4BatteryAssemblySettlement.com. Consulte la pregunta 15 para obtener detalles sobre cómo presentar una reclamación.</p> |

¿Tiene alguna pregunta? Llame al número gratuito 1-877-522-3626 o visite www.RAV4BatteryAssemblySettlement.com
Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.

No llame al Juez o al Secretario del Tribunal.

| | |
|---|---|
| OBJETAR | 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 usted presenta una objeción, igualmente debe presentar una reclamación para recibir una compensación en virtud de la Conciliación. Consulte las preguntas 24 a 25 a continuación para obtener más detalles sobre cómo oponerse a la Conciliación. Debe objetar antes del 30 de septiembre de 2024 . Usted no puede excluirse de la Conciliación y, además, objetarla. |
| EXCLUIRSE | Si desea excluirse de la Conciliación, debe presentar una solicitud para excluirse u “optar por excluirse” de la Conciliación. Si lo hace, no recibirá ninguno de los beneficios de la Conciliación, pero conservará sus derechos de demandar a Toyota por separado sobre las reclamaciones que se resuelven mediante esta Conciliación. Usted no puede excluirse de la Conciliación y, además, objetarla. Consulte las preguntas 19 a 21 a continuación para obtener detalles sobre cómo excluirse de la Conciliación. Su solicitud de exclusión debe tener un franqueo postal a más tardar el 21 de octubre de 2024 . |
| COMPARECER EN LA DEMANDA O ASISTIR A LA AUDIENCIA DE EQUIDAD | Usted no está obligado a comparecer ante el Tribunal para participar en la 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 las preguntas 24 y de 26 a 28 para obtener más detalles. La audiencia de equidad está prevista para el 19 de noviembre de 2024, a las 9:00 a. m. hora central estándar (CST) |
| NO HACER NADA | Si es miembro del Grupo de demandantes y decide no hacer nada, usted no recibirá ciertos beneficios proporcionados en virtud de la Conciliación, y renunciará al derecho de demandar a Toyota por los problemas de la demanda. |

3. ¿De qué se trata esta demanda?

Esta demanda alega que Toyota diseñó y vendió vehículos RAV4 2013-2018 con un terminal de batería defectuoso. El terminal de la batería incluye un submódulo de abrazadera de batería, una bandeja de batería y una cubierta positiva del terminal que mantiene la batería en su lugar mientras el vehículo está en uso. Los demandantes alegan que el defecto de la batería puede causar una falla en la batería que puede hacer que el automóvil pierda energía eléctrica, que el vehículo se detenga y potencialmente cause un incendio en el compartimento del motor.

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 vehículos se incluyen en la Conciliación?

La Conciliación se aplica a los vehículos Toyota RAV4 2013-2018, que fueron identificados como parte del Retiro 23V-734 enviados a la NHTSA el 1 de noviembre de 2023 o alrededor de esa fecha. Nota: Los vehículos híbridos 2013-2018 RAV4 no están incluidos en el Retiro ni en la Conciliación.

¿Tiene alguna pregunta? Llame al número gratuito 1-877-522-3626 o visite www.RAV4BatteryAssemblySettlement.com
Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.

No llame al Juez o al Secretario del Tribunal.

Para determinar si su vehículo forma parte de la Conciliación, visite www.RAV4BatteryAssemblySettlement.com y utilice la herramienta de búsqueda de VIN para verificar la elegibilidad de su vehículo. Si no conoce su VIN, revise el tablero del lado del conductor y/o la jamba de la puerta del lado del conductor, que contendrá el VIN de 17 dígitos para su vehículo. Debe tomar una foto del VIN con su teléfono para tener fácil acceso al número cuando presente una reclamación o se registre para un pago residual.

5. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas llamadas “Representantes del Grupo de Demandantes” 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, el Tribunal resuelve los asuntos de la demanda para todos los Miembros del grupo de demandantes, excepto aquellos que solicitan su exclusión del grupo (u “optan por excluirse”). Optar por excluirse significa que usted no recibirá los beneficios en virtud de la Conciliación. El proceso de optar por excluirse se describe en las Preguntas 19 a 21 continuación.

6. ¿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.RAV4BatteryAssemblySettlement.com.

B. ¿QUIÉNES ESTÁN INCLUIDOS EN LA CONCILIACIÓN?

7. ¿Estoy incluido en la Conciliación?

Usted está incluido en el Grupo si, a partir del **25 de junio de 2024**, posee o arrienda o ha poseído o arrendado previamente un Vehículo en cuestión (según se define en la Pregunta 4 anterior) en cualquiera de los cincuenta estados, el Distrito de Columbia, Puerto Rico y todos los demás territorios o posesiones de los Estados Unidos.

Para comprobar si tiene un Vehículo en cuestión, introduzca su Número de identificación del vehículo en la herramienta de búsqueda de VIN disponible en www.RAV4BatteryAssemblySettlement.com.

8. ¿Hay alguien que quede excluido de la Conciliación?

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

- Toyota, sus funcionarios, directores y empleados;
- Abogados de los demandantes;
- El Tribunal y el personal asociado del Tribunal designado para este caso y sus familiares directos; y
- Las personas o entidades que se excluyan del Grupo en debido tiempo y forma y la solicitud de exclusión

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Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.**

No llame al Juez o al Secretario del Tribunal.

finalmente esté aprobada por el Tribunal.

Para obtener más información, revise el Acuerdo de conciliación disponible en www.RAV4BatteryAssemblySettlement.com.

9. Aún no estoy seguro de estar incluido en la Conciliación. ¿Cómo obtengo más información?

Si no está seguro de si está incluido en el Grupo, puede comunicarse con el Administrador del Aviso de la Conciliación al **1-877-522-3626** o visitar **www.RAV4BatteryAssemblySettlement.com**, que contiene más información y una herramienta de búsqueda de VIN para determinar si su vehículo forma parte del Grupo.

C. LOS BENEFICIOS DE LA CONCILIACIÓN - LO QUE USTED OBTENDRÁ Y CÓMO PUEDE OBTENERLO

10. ¿Qué establece la Conciliación?

Los demandantes y Toyota han aceptado un Programa de atención al cliente que consiste en:

- Un Programa de inspección para confirmar que la batería del Vehículo en cuestión es del tamaño correcto y realizar ciertas reparaciones (descritas en la pregunta 11 a continuación);
- Un Programa de reembolso por sustitución de baterías (descrito en la pregunta 12 a continuación);
- Un Programa de reembolso de gastos por desembolsos de reposición/reparación no reembolsados (descrito en la pregunta 13 a continuación); y
- Un Programa único de reembolso de gastos por desembolsos térmicos no reembolsados (descrito en la pregunta 14 a continuación).

Para recibir los beneficios de compensación, debe presentar una reclamación antes de los plazos especificados en las preguntas 12 a 14. Si usted es miembro del Grupo y elige no hacer nada, no podrá recibir ciertos beneficios en virtud de la Conciliación y renunciará al derecho de demandar a Toyota sobre las cuestiones en esta demanda.

11. ¿Cómo funciona el Programa de inspección?

Toyota introducirá un Programa de inspección de la Conciliación donde los concesionarios Toyota autorizados realizarán una inspección del Vehículo en cuestión para confirmar que la batería de dicho vehículo tiene el tamaño correcto. Si durante esta inspección se descubre que ciertos componentes utilizados para asegurar la batería en su lugar están dañados o faltan, se reemplazarán sin ningún costo al Miembro del grupo de demandantes, siempre y cuando la batería del tamaño correcto esté instalada en el momento de la inspección. No se realizarán reparaciones para reparar ningún daño causado por una colisión que involucre al Vehículo en cuestión.

Usted puede participar en el Programa de inspección si:

- (a) Su Vehículo en cuestión no había sido inspeccionado previamente por un concesionario Toyota autorizado como parte del Aviso al consumidor 21TG01 (“Asesoramiento al consumidor”); o
- (b) Un concesionario Toyota había inspeccionado previamente su Vehículo en cuestión como parte del Asesoramiento al consumidor, pero usted solicita que se realice una segunda inspección.

12. ¿Cómo funciona el Programa de reembolso por reemplazo de batería?

Toyota implementará un Programa de reembolso por reemplazo de batería que permite a los Miembros del grupo de demandantes presentar una reclamación de reembolso parcial para reemplazar una batería del Grupo 26R por

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una batería del Grupo 35 en un Vehículo en cuestión. El importe del reembolso será el siguiente:

- Para los Miembros del grupo de demandantes que ya hayan recibido un descuento de 32 USD de conformidad con el Aviso al Consumidor 21TG01, el Miembro del grupo de demandantes puede presentar una reclamación para recibir un reembolso de 43 USD.
- Para los Miembros del grupo de demandantes que compraron una batería antes del **25 de junio de 2024**, pero que no habían recibido un descuento de 32 USD de conformidad con el Aviso al consumidor, el Miembro del grupo de demandantes puede presentar una reclamación para recibir un reembolso de 75 USD.
- Para los Miembros del grupo de demandantes que compren una batería en un concesionario Toyota autorizado después del **25 de junio de 2024**, el Miembro del grupo de demandantes puede presentar una reclamación para recibir un reembolso de \$75.
- Los Miembros del grupo de demandantes que no hayan recibido previamente un descuento de conformidad con el Aviso al consumidor y compren una batería después del **25 de junio de 2024**, de una fuente que no sea un concesionario Toyota autorizado no serán elegibles para el reembolso.

Los Miembros del grupo de demandantes pueden presentar reclamaciones en virtud del Programa de reembolso por reemplazo de batería hasta el **25 de junio de 2025**.

13. ¿Cómo funciona el Programa de reembolso de gastos por desembolsos de reposición/reparación no reembolsados?

Toyota implementará un Programa de reembolso de gastos por desembolsos por reposición/reparación no reembolsados que les permite a los Miembros del grupo de demandantes presentar reclamaciones de gastos por desembolsos para el reembolso de (i) reparaciones no reembolsadas o sustituciones de piezas del ensamble por sujeción de la batería del Vehículo en cuestión y (ii) gastos razonables relacionados de alquiler o remolque.

Los gastos por reclamaciones presentados como parte del Programa de reembolso de gastos por desembolsos de reposición/reparación no reembolsados deben haberse incurrido antes del **25 de junio de 2024**.

Las reclamaciones para el Programa de reembolso de gastos por desembolsos de reparación/reemplazo no reembolsados deben presentarse antes del **1 de diciembre de 2024**.

Los gastos que no sean el resultado del supuesto defecto en el ensamble por sujeción de la batería del Vehículo en cuestión, sino que sean el resultado de colisión, mal uso o abuso no serán elegibles para el reembolso.

14. ¿Cómo funciona el Programa único de reembolso de gastos por desembolsos térmicos no reembolsados?

Toyota implementará un Programa único de reembolso de gastos por desembolsos térmicos no reembolsados que permite a los Miembros del grupo de demandantes presentar reclamaciones por gastos por desembolsos para el reembolso de (i) daños y perjuicios por gastos por desembolsos no reembolsados al Vehículo en cuestión o daños a la propiedad causados por un Evento térmico único ocasionado por el supuesto defecto en el ensamble por sujeción de la batería del Vehículo en cuestión y (ii) gastos razonables relacionados de alquiler y/o de remolque.

El importe reembolsado por una Reclamación se limita al gasto por desembolsos no reembolsado real en el que haya incurrido realmente el Miembro del grupo de demandantes. Para evitar dudas, cuando se realizó una reclamación de conformidad con la póliza de seguro de un Miembro del grupo de demandantes, el reembolso se limita al deducible realmente pagado por el Miembro del grupo de demandantes.

Los gastos por reclamaciones presentadas como parte del Programa único de reembolso de gastos por

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desembolsos térmicos no reembolsados deben haberse incurrido en el plazo de un año después del **25 de junio de 2024** o 30 días después de que el Recurso de retiro esté disponible para el Miembro del grupo de demandantes, lo que ocurra primero.

Las reclamaciones del Programa único de reembolso de gastos por desembolsos térmicos no reembolsados deben enviarse antes del **1 de julio de 2025**.

Los gastos que no sean el resultado del supuesto defecto en el ensamble por sujeción de la batería del Vehículo en cuestión, sino que sean el resultado de colisión, mal uso o abuso no serán elegibles para el reembolso.

15. ¿Cómo presento mi reclamación de gastos por desembolsos?

El proceso de reclamaciones es fácil de completar y requerirá documentación básica para mostrar sus gastos por desembolsos, como un recibo, factura, estado de cuenta de tarjeta de crédito, cheque cancelado, un gasto asociado de remolque o alquiler de automóvil, un daño asociado relacionado con la unidad de ensamble por sujeción de la batería y otras pruebas razonables y factibles. Para enviar su reclamación, visite www.RAV4BatteryAssemblySettlement.com, ingrese su Número de Identificación del Vehículo (VIN) y complete el formulario de reclamación.

Si prefiere enviar su Formulario de reclamación y la documentación de respaldo por correo postal, puede descargar e imprimir el Formulario de reclamaciones desde el sitio web de la Conciliación o solicitar que se le envíe un formulario impreso por correo llamando al 1-877-522-3626. **Para un procesamiento más rápido de las reclamaciones, debe enviar su reclamación en línea mediante el sitio web que figura a continuación, en lugar de hacerlo por correo postal.**

Enviar reclamaciones en línea: www.RAV4BatteryAssemblySettlement.com

Enviar reclamaciones por correo postal:

Settlement Notice Administrator
PO Box 2589
Portland, OR 97208-2589

16. ¿Cuándo me pagarán mi reclamación por gastos por desembolsos?

El Administrador especial de la Conciliación comenzará a emitir pagos de forma continua en un plazo de 60 días después de que el Tribunal otorgue la aprobación final de la Conciliación y se resuelvan todas las apelaciones de esa orden de aprobación final. Los pagos se realizarán de forma continua a medida que se presenten y aprueben las reclamaciones. Consulte www.RAV4BatteryAssemblySettlement.com para obtener actualizaciones sobre los pagos de la Conciliación.

17. Tengo varios Vehículos en cuestión. ¿Cuántas reclamaciones por gastos por desembolsos puedo presentar?

Puede presentar una reclamación por gastos por desembolsos por cada Vehículo en cuestión que posea (poseía) o arriende (arrendaba), siempre y cuando sus gastos por desembolsos no sean duplicados. Por ejemplo, si usted tiene dos Vehículos en cuestión, puede presentar una reclamación por cada vehículo, pero no puede solicitar el reembolso dos veces por el mismo gasto por desembolsos.

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Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.

No llame al Juez o al Secretario del Tribunal.

18. ¿A qué renuncio a cambio de recibir los beneficios de la Conciliación?

Si la Conciliación se volviese definitiva y usted no se excluye, liberará a Toyota y a las Partes Liberadas de toda responsabilidad, y ya no podrá demandar a Toyota respecto de las cuestiones de la demanda.

En virtud de la Conciliación, usted no renuncia a ninguna reclamación por lesiones personales o muerte por negligencia.

En la Sección VII del Acuerdo de Conciliación y en el Anexo A de este Aviso en formato largo, se describen las reclamaciones liberadas utilizando la terminología legal necesaria; por lo tanto, léalo detenidamente. El Acuerdo de conciliación está disponible en www.RAV4BatteryAssemblySettlement.com. Puede hablar sin costo alguno con los abogados enumerados en la pregunta 22 a continuación, o puede, por supuesto, por su cuenta y gasto, hablar con su propio abogado si tiene preguntas acerca de las reclamaciones liberadas o el significado de ellas.

D. CÓMO EXCLUIRSE DE LA CONCILIACIÓN

19. Si me excluyo, ¿puedo obtener algo de esta Conciliación?

Si desea conservar el derecho de demandar o seguir adelante con la demanda contra Toyota en relación con las cuestiones legales que se plantean en la demanda, debe tomar las medidas para excluirse de esta Conciliación. A esto se lo conoce con el nombre de “optar por excluirse” del Grupo.

Si se excluye, no recibirá ningún beneficio de la Conciliación y no estará obligado por nada de lo que ocurra en esta demanda. Si usted solicita ser excluido, tampoco podrá objetar esta Conciliación porque ya no formará parte del Grupo.

20. Si me excluyo, ¿puedo presentar una demanda más adelante?

Si solicita la exclusión oportuna y apropiada de la Conciliación, no liberará sus reclamos resueltos en virtud de la Conciliación y conservará el derecho de demandar a Toyota sobre los problemas de esta demanda.

21. ¿Cómo me excluyo de la Conciliación?

Para excluirse de la Conciliación, debe presentar una solicitud por escrito que indique que desea ser excluido de la Conciliación. Su solicitud escrita debe incluir:

- El nombre del caso “*Murphy v. Toyota Motor Corp. et. al.*” y número de la demanda, n.º 4:21-cv-00178;
- 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 de demandantes, incluido la marca, el año del modelo y el número de identificación de vehículo del/ de los Vehículos en cuestión.
- Una solicitud que desea que se lo excluya del Grupo de demandantes; y
- Su firma manuscrita y fechada (la firma de un abogado o la firma electrónica no es suficiente).

No puede pedir ser excluido por teléfono ni en el sitio web de la Conciliación. **Debe** enviar su carta con su solicitud de exclusión por correo postal a:

¿Tiene alguna pregunta? Llame al número gratuito 1-877-522-3626 o visite www.RAV4BatteryAssemblySettlement.com
Consulte el sitio web periódicamente para ver las actualizaciones importantes de la Conciliación.

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Portland, OR 97208-2589
1-877-522-3626

Su carta con su solicitud de exclusión debe tener un franqueo postal a más tardar el **21 de octubre de 2024** para que el Tribunal la considere. Los plazos que se encuentran en este aviso podrían ser cambiados por el Tribunal. Consulte www.RAV4BatteryAssemblySettlement.com periódicamente para obtener actualizaciones sobre los pagos de la Conciliación.

E. LOS ABOGADOS QUE LO REPRESENTAN

22. ¿Tengo un abogado en este caso?

Sí. El Tribunal ha nombrado abogados de las firmas de abogados Freed Kanner London & Millen LLC, McCune Law Group APC, Bailey & Glasser LLP y Steckler Wayne Cherry & Love PLLC. Estos abogados se conocen como los “Abogados del Grupo de demandantes”. Su información de contacto es la siguiente:

Kimberly A. Justice
Freed Kanner London & Millen LLC
923 Fayette Street
Conshohocken, PA 19428
Teléfono: (610) 234-6771
kjustice@fkmlaw.com

David C. Wright
McCune Law Group APC
3281 E. Guasti, Road, Suite 100
Ontario, California 91761
Teléfono: (909) 557-1250
dcw@mccunewright.com

Bruce Steckler
Steckler Wayne Cherry & Love PLLC
12720 Hillcrest Road
Dallas, Texas 75230
Teléfono: (972) 387-4040
bruce@swclaw.com

Todd A. Walburg
Bailey & Glasser, LLP
1999 Harrison Street, Suite 660
Oakland, California 94612
Teléfono: (510) 272-8000
twalburg@baileyglasser.com

Si desea ser representado por otro abogado, puede contratar uno por su cuenta y gasto propios para que comparezca por usted ante el Tribunal.

23. ¿Cómo se pagará a los abogados?

Los Abogados del grupo de demandantes solicitarán al Tribunal que conceda a los abogados que representan al Grupo hasta \$13.6 millones para compensar los honorarios, costos y gastos de los abogados en el litigio de este caso y en la obtención de esta Conciliación de alcance nacional para el Grupo. Los Abogados del grupo de demandantes también solicitarán al Tribunal que otorgue a cada uno de los Representantes del grupo de demandantes de la Conciliación una adjudicación de servicio de hasta \$5,000 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 de demandantes presentarán su solicitud antes del 30 de septiembre de 2024, y ese documento estará disponible en www.RAV4BatteryAssemblySettlement.com poco después de que se presente ante el Tribunal. Los Miembros del grupo de demandantes tendrán la oportunidad de comentar u oponerse a la solicitud de los honorarios, costos y gastos de los abogados y a los pagos por servicio del Representante del grupo de demandantes de la

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No llame al Juez o al Secretario del Tribunal.

Conciliación, como se explica con más detalle en la Pregunta 24.

Consulte www.RAV4BatteryAssemblySettlement.com regularmente para obtener actualizaciones sobre la solicitud de honorarios, costos y gastos de los abogados por parte del Abogado del grupo de demandantes.

F. CÓMO OBJETAR LA CONCILIACIÓN

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

Si no se excluye de la Conciliación, usted puede presentar objeciones. El Tribunal considerará sus posturas a la hora de decidir si aprueba o rechaza esta Conciliación. Si el Tribunal no aprueba la Conciliación, no se repartirán los pagos de la conciliación, y 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 “*Murphy v. Toyota Motor Corp. et. al.*” y número de la demanda, n.º 4:21-cv-00178;
- 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 de demandantes, incluido la marca, el año del modelo y el número de identificación de Vehículo(s) en cuestión independientemente de si actualmente es propietario o arrendatario del Vehículo en cuestión;
- 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;
- 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 (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

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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 VI.A. del Acuerdo de Conciliación.

Usted debe presentar su objeción electrónicamente ante el Tribunal el **30 de septiembre de 2024**, o antes, o enviar su objeción por correo postal al Secretario del Tribunal, al Abogado del grupo de demandantes y al abogado de Toyota para que se reciba a más tardar el **30 de septiembre de 2024**:

| Tribunal | Abogados del grupo de demandantes | Abogados de Toyota |
|--|---|--|
| Clerk of Court United States District Court Eastern District of Texas, Sherman Division 101 East Pecan Street, Room 216 Sherman, Texas 75090 | Kimberly A. Justice Freed Kanner London & Millen LLC 923 Fayette Street Conshohocken, PA 19428 | John P. Hooper King & Spalding LLP 1185 Avenue of the Americas 34th Floor New York, New York 10036 |

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 de demandantes y al Abogado de Toyota en las direcciones indicadas anteriormente, y presentar ese aviso ante el Tribunal antes del **21 de octubre de 2024**. Consulte la Pregunta 28 para más información.

25. ¿Cuál es la diferencia entre objetar y excluirse?

Al excluirse, usted le comunica al Tribunal que no desea ser parte del Grupo de demandantes y que no desea recibir ningún beneficio en virtud de la Conciliación. Si se excluye, no tiene fundamentos para objetar porque la Conciliación ya no le afecta. Objetar es decirle al Tribunal que usted no está de acuerdo con algo sobre la Conciliación, los honorarios, costos y gastos solicitados, o pagos por servicios al Representante del grupo de demandantes de la Conciliación. Solamente puede objetar si permanece en el Grupo. Si usted presenta una objeción, igualmente debe presentar una reclamación para recibir una compensación en virtud de la Conciliación.

G. AUDIENCIA DE EQUIDAD DEL TRIBUNAL

26. ¿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 **9:00 a. m. hora central estándar (CST) el 19 de noviembre de 2024**, en el Palacio de Justicia del Distrito de los Estados Unidos, Distrito Este de

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Texas, 101 East Pecan Street, Paul Brown United States Courthouse, Sherman, Texas 75090. 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 24 anterior). El Tribunal decidirá si debe otorgar la aprobación definitiva de la Conciliación y, en caso de hacerlo, cuánto se debe pagar a los abogados que representan a usted y al Grupo. 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.RAV4BatteryAssemblySettlement.com para obtener más actualizaciones.

27. ¿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 24 anterior). Siempre que haya presentado una objeción escrita de manera oportuna y con toda la documentación requerida ante el Tribunal, el Tribunal la considerará. Puede solicitar, por su cuenta y cargo, que se presente su abogado, pero no es obligatorio.

28. ¿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 antes del **21 de octubre de 2024** y enviar una copia de ese aviso al Abogado del grupo de demandantes y al Abogado de Toyota a las direcciones enumeradas en la Pregunta 24 anterior.

Cualquier persona que haya solicitado permiso para hablar debe estar presente al comienzo de la Audiencia de equidad a las **9:00 a.m. hora estándar del centro (CST) del 19 de noviembre de 2024**. El Tribunal puede reprogramar la Audiencia de equidad, por lo que debe consultar el sitio web de la Conciliación www.RAV4BatteryAssemblySettlement.com para obtener más actualizaciones.

H. CÓMO OBTENER MÁS INFORMACIÓN

29. ¿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.RAV4BatteryAssemblySettlement.com. También puede llamar al número gratuito 1-877-522-3626.

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Anexo A - Sección VII del Acuerdo de Conciliación - Liberación y Renuncia

A. Las Partes acuerdan la siguiente liberación y renuncia, la cual deberá entrar en vigencia al momento en que se dicte la Orden de Aprobación Definitiva y la Sentencia Definitiva.

B. Considerando la compensación proporcionada anteriormente, los Demandantes y cada uno de los Miembros del grupo de demandantes, en representación propia y de cualquier otra persona legal o natural y entidades que pudieran presentar un reclamo por, a través 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 liberadas de todas y cada una de las reclamaciones, las responsabilidades, las causas de acción, los derechos, las pérdidas, los daños, y recursos de cualquier clase y/o tipo en relación con el objeto de la Demanda, lo que incluye, entre otros, medidas declaratorias y medidas cautelares, daños compensatorios, ejemplares, legales, punitivos, restitutivos; sanciones civiles, los honorarios y costos de peritos y/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 o directos, alegados o no alegados, incluidas las reclamaciones por daños materiales a la propiedad supuestamente causados por un defecto del ensamble por sujeción de la batería del Vehículo en cuestión, 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 reclamación de cualquier clase, conforme a la ley o a la equidad, que surja de la Demanda o se relacione con ella de cualquier modo.

C. Si un Miembro del Grupo de demandantes que no se ha excluido comienza, presenta, inicia o entabla cualquier acción legal nueva u otro procedimiento en contra de una Parte liberada por cualquier reclamación liberada en esta Conciliación en cualquier tribunal federal o estatal, tribunal de arbitraje o administrativo u otra instancia, dicha acción legal o procedimiento deberá desestimarse con sobreseimiento a cargo del Miembro del Grupo de Demandantes.

D. Sin perjuicio de la Liberación establecida en la Sección VII de [I] Contrato, los Demandantes y los Miembros del grupo de demandantes eximirán a las Partes liberadas de toda responsabilidad por todas las Reclamaciones liberadas que puedan ser reivindicadas por otra persona jurídica o física (incluidos, entre otros, tutores legales y administradores de patrimonio) que reclamen por, a través de ese Representante del grupo de demandantes o Miembro del grupo de demandantes.

E. La Orden de Aprobación Definitiva reflejará los términos de esta Liberación.

F. 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.

G. Los Representantes del grupo de demandantes y los Miembros del grupo de demandantes no deberán, ahora y en lo sucesivo, entablar, mantener, enjuiciar, investigar y/o cooperar para que se entable, inicie, presente o enjuicie ninguna demanda, acción, reclamación o procedimiento, sea legal, administrativo o de otra índole contra las Partes liberadas, 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 las reclamaciones, las causas de acción o cualquier otro asunto liberado a través de esta Conciliación.

H. En relación con este Acuerdo, los Representantes del grupo de demandantes, en nombre de los otros Miembros del grupo de demandantes reconocen que pueden encontrar, en lo sucesivo, reclamaciones que actualmente son desconocidas o insospechadas, o hechos además de o diferentes de aquellos conocidos en el

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presente o que se crea que son verdaderos en relación con el asunto de la Demanda o la Liberación en el presente documento. No obstante, es la intención del Abogado del grupo de demandantes en nombre de los Representantes del grupo de demandantes celebrar este Acuerdo de manera plena, final, y definitiva para resolver, eximir, liberar y mantener indemnes de dichos asuntos, y de todas las reclamaciones existentes y potenciales contra las Partes liberadas relacionadas 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, siempre que los Representantes del grupo de demandantes y los otros Miembros del grupo de demandantes no liberen reclamaciones por lesiones personales o muerte por negligencia.

I. Los Representantes del grupo de demandantes comprenden y reconocen expresamente que por la Orden de Aprobación Definitiva y la Sentencia Definitiva se considerará que todos los Representantes del grupo de demandantes y los Miembros del grupo de demandantes reconocen y renuncian a la Sección 1542 del Código Civil del Estado de California, que 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.

J. 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. Los Miembros del grupo de demandantes que presenten un formulario de reclamación deberán declarar y garantizar en ese respecto que estos son los únicos y exclusivos propietarios de todas las reclamaciones que personalmente están liberando en virtud de la Conciliación y 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 dichos Miembros del Grupo de Demandantes no tienen conocimiento de ninguna persona que no sean ellos mismos que esté reclamando algún interés, en totalidad o en parte, en la Demanda o en cualquier beneficio, ingreso o valor en virtud de la Demanda.

K. 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.

L. 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

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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.

M. 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 en relación con Toyota con respecto a la Demanda. 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 en relación con Toyota.

N. 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.

O. 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.

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Attachment 7

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Big changes are coming to Disney Genie+

THEME PARKS 2:27 p.m. ET June 25



Six Flags is betting big on horror film IP for new Fright Fest Extreme

THEME PARKS 2:13 p.m. ET June 25



The best all-inclusive resorts for first-timers

HOTELS 5:03 a.m. ET June 25



Margaritaville at Sea passenger says she was raped at Bahamas hotel

TRAVEL NEWS 5:14 p.m. ET June 24

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Disney World is bringing back this specially ticketed event

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Barcelona plans to shut all apartment rentals by 2028

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The best all-inclusive resorts for first-timers

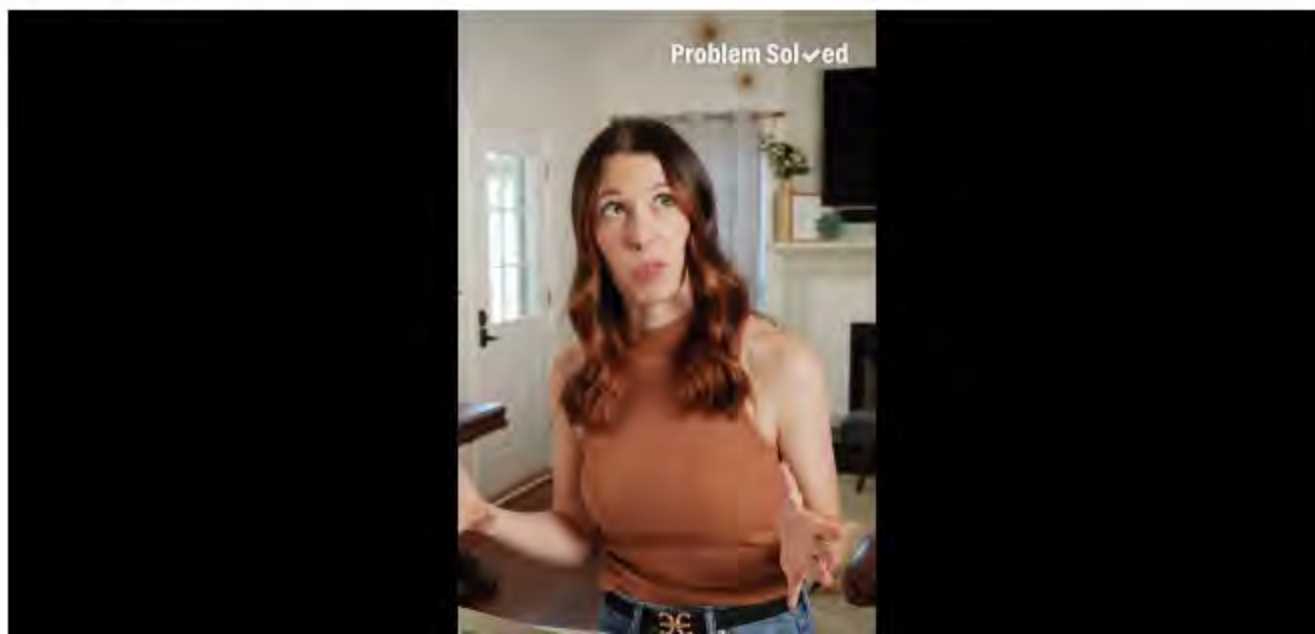
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TODAY'S WEATHER TUE, JUN 25

Intervals of clouds and sunshine; a shower in spots late this morning followed by a thunderstorm in parts of the area this afternoon **Hi: 89°**

Tonight: Partly cloudy **Lo: 78°**

CURRENT WEATHER 2:54 PM

81°F
RealFeel® 91°

Cloudy
MORE DETAILS >

| | |
|-----------------|-----------|
| RealFeel Shade™ | 88° |
| Wind | WSW 6 mph |
| Wind Gusts | 13 mph |
| Air Quality | Excellent |




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Automobiles



TRISTAN SPINSKI FOR THE NEW YORK TIMES



FRANCK ROBICHON/EPA, VIA SHUTTERSTOCK

In Rare Rebuke, Toyota Chairman's Investor Support Tumbles

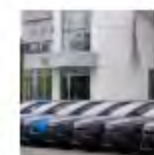
A relatively low 71.9 percent of shareholders supported Akio Toyoda, who has faced scrutiny over governance issues, in his bid to remain chairman.

June 19, 2024 . By RIVER AKIRA DAVIS

E.V. Maker Fisker Files for Bankruptcy as Cash Runs Short

The company became the latest electric vehicle start-up to fail to meet investors' expectations after a high-profile public debut.

June 18, 2024 . By DANIELLE KAYE



In Legal Peril, Seattle's 'Belltown Hellcat' Is Ordered to Yield

A driver whose roaring Dodge Charger has plagued Seattle residents said he was working to modify the car. Still, city officials won an \$83,000 judgment against him.

June 18, 2024 . By MIKE BAKER



Cyberattacks Disrupt Car Sales by Dealers in U.S. and Canada

The attacks on a software provider, CDK Global, affect systems that store customer records and automate paperwork and data for sales and service.

June 21, 2024 . By NEAL E. BOUDETTE



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Gena Rowlands, protagonista de "The Notebook", padece alzheimer

Gena Rowlands padece alzheimer, reveló su hijo, el director Nick Cassavetes. Cassavetes compartió la noticia en una conversación con Entertainment Weekly sobre el 20 aniversario de su película "The Notebook".



Paul McCartney bailando durante concierto de Taylor Swift



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Edson Álvarez quiere quedarse con Selección Mexicana pese a lesión

El plan inicial es que la lesión se trabaje con Carlos Pecanha, kinesiólogo de la Selección Mexicana, pero el West Ham tiene la última palabra.



Las claves del partido entre Perú y Canadá por la Copa América 2024

La Bicolor necesita ganarle a su rival para seguir con opciones de clasificar a los cuartos de final del torneo.



Dos colombianos en el equipo ideal de Copa América de la primera fecha

James y Lerma hacen parte del once ideal de la primera jornada de los grupos.



Venezuela vs México: Posibles alineaciones para su segundo partido

Los tres puntos para mexicanos o venezolanos les garantizarían una plaza en la próxima ronda y afrontar además la última jornada sin angustias.



Los propietarios y arrendatarios actuales y anteriores de vehículos Toyota RAV4 2013-2018 podrían ser elegibles para un Programa de atención al cliente y otros beneficios.

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Posiciones Copa Am

| GRUPO A | PJ | O | E | P | DIF | PTS |
|----------------|----|---|---|---|-----|-----|
| Argentina | 1 | 1 | 0 | 0 | +2 | 3 |
| Perú | 1 | 0 | 1 | 0 | 0 | 1 |
| Chile | 1 | 0 | 1 | 0 | 0 | 1 |
| Canadá | 1 | 0 | 0 | 1 | -2 | 0 |
| GRUPO B | PJ | O | E | P | DIF | PTS |
| Venezuela | 1 | 1 | 0 | 0 | +1 | 3 |
| México | 1 | 1 | 0 | 0 | +1 | 3 |
| Ecuador | 1 | 0 | 0 | 1 | -1 | 0 |
| Jamaica | 1 | 0 | 0 | 1 | -1 | 0 |
| GRUPO C | PJ | O | E | P | DIF | PTS |
| Uruguay | 1 | 1 | 0 | 0 | +2 | 3 |
| Estados Unidos | 1 | 1 | 0 | 0 | +2 | 3 |
| Panamá | 1 | 0 | 0 | 1 | -2 | 0 |
| Bolivia | 1 | 0 | 0 | 1 | -2 | 0 |
| GRUPO D | PJ | O | E | P | DIF | PTS |
| Colombia | 1 | 1 | 0 | 0 | +1 | 3 |
| Brasil | 1 | 0 | 1 | 0 | 0 | 1 |
| Costa Rica | 1 | 0 | 1 | 0 | 0 | 1 |

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Los propietarios y arrendatarios actuales y anteriores de vehículos Toyota RAV4 2013-2018



Titulares de Hoy



Un hombre sobrevive 10 días en un desierto del norte de California sin comida



Sorprende nuevo ranking de mejores pasaportes: ¿El americano quedó por debajo del chileno?



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Un conocido salvavidas que murió en un ataque de tiburón mientras surfeaba en la costa norte de Oahu, Hawái, era un ex surfista profesional y actor con créditos en filmes como "Pirates of the Caribbean: On Stranger Tides" ("Piratas del Caribe: En mareas misteriosas").



Biden condena protesta en Los Ángeles contra la guerra en Gaza que terminó en violencia



Demócratas de California acuerdan retrasar incremento al salario mínimo de trabajadores de salud



El mundo confía más en Biden que en Trump y desconfía de la democracia de EEUU, dice encuesta



De ganar 2 Cy Young, Sánchez podría ganar hasta 54.5 millones con Filis

El contrato del lanzador dominicano Christopher Sánchez con los Filis de Filadelfia para 2025-28 aumentaría a 54.5 millones de dólares por seis temporadas si el zurdo gana el premio Cy Young tanto en 2029 como en 2030.

Verano de Fútbol >



Austria avanza a octavos de final de la Euro tras vencer a Holanda



Brasil decepciona en la Copa América y afloran cuestionamientos a Vinicius



Costa Rica festeja empate en debut ante Brasil, que lamenta su falta de gol



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ANUNCIO

podrían ser elegibles para un Programa de atención al cliente y otros beneficios. [Obtenga más información](#)



Titulares de Hoy



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Verano de Fútbol >



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2 Aviso de calor →

EL TIEMPO DE HOY MARTES, 25 DE JUNIO

☀️ Caluroso con sol mezclándose con algunas nubes; tormenta eléctrica en algunos puntos esta tarde **Hola: 107°**

☁️ Esta noche: Una tormenta al acecho esta noche; por lo demás, parcialmente nublado y muy cálido **Lo: 84°**

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CLIMA ACTUAL 13:43

103°

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Ráfagas de viento **4 mph**

Calidad del aire **Pobre**

F **RealFeel® 112°**

Soleado
MÁS DETALLES >

Historias destacadas

TIEMPO SEVERO El Medio Oeste inundado recibirá poco respiro por la lluvia y las tormentas severas
Hace 19 minutos

TIEMPO SEVERO Una pareja escapa de la muerte después de que un rayo los derribara
hace 4 horas

NOTICIAS DEL TIEMPO Una presa en Minnesota está al borde del colapso por inundaciones
hace 7 horas

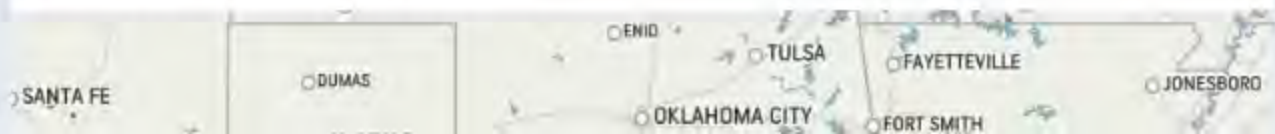
TIEMPO SEVERO Tormentas severas entre semana reducirán el calor y la humedad en el noreste
Hace 36 minutos

RECREACIÓN

MIRANDO HACIA EL FUTURO

Esté atento a una fuerte tormenta eléctrica el jueves por la tarde

RADAR METEOROLÓGICO Y MAPAS DE EL PASO





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Current and former owners/lessees of 2013-2018 Toyota RAV4 vehicles could be eligible for Settlement benefits.



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Toyota RAV4 Settlement

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Toyota RAV4 Settlement

rav4batteryassemblysettlement.com

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legal.notice Owners/lessees of certain Toyota RAV4 vehicles are eligible for Settlement benefits.

TRIBUNALES

¿Cuánto tendrían que pagar los convictos por corrupción demandados por Justicia?

La cuantía total suma a \$30,005,225. Aquí te desglosamos las cantidades a cobrar a los demandados.

Por Richard I. Colón Badillo

DEPARTAMENTO DE JUSTICIA DEMANDA POR CORRUPCIÓN A 30 CONVICTOS PARA RECOBRAR MILLONES QUE PERTENECEN AL PUEBLO

| | | | | | |
|---|--|---|--|---|---|
|  ÁNGEL PÉREZ OTERO EXALCALDE DE GUAYNABO |  JOSÉ L. CRUZ CRUZ EXALCALDE DE TRUJILLO ALTO |  FÉLIX DELGADO MONTALVO EXALCALDE DE CAJANO |  EDUARDO CINTRÓN SUÁREZ EXALCALDE DE GUAYAMA |  JAVIER GARCÍA JIMÉNEZ EXALCALDE DE AGUAS BUENAS |  REINALDO VARGAS RODRÍGUEZ EXALCALDE DE HUMAÑO |
|  ABEL NAZARIO QUIÑONES EXALCALDE DE YAUCO |  LUIS ARROYO CHIQUÉS EXALCALDE DE AGUAS BUENAS |  MARÍA MILAGROS CHARBONIER EXLEGISLADORA |  NELSON DEL VALLE COLÓN EXLEGISLADOR |  NESTOR ALONSO VEGA EXLEGISLADOR |  J.R. ASPHALT, INC. WASTE COLLECTION CORP. |
|  OSCAR SANTAMARÍA TORRES EMPRESARIO |  ORLANDO MONTES RIVERA ESPOSO DE EXREPRESENTANTE MARÍA MILAGROS CHARBONIER |  FRANCÉS M. ACEVEDO CEBALLOS EXEMPLADA DE EXREPRESENTANTE MARÍA MILAGROS CHARBONIER |  OTROS: | | |
| HUMBERTO OSCAR PAGÁN SÁNCHEZ | | KELVIN ORTIZ VERGARA | | ERICK RONDÓN RODRÍGUEZ | |
| RAMÓN ENRIQUE MARTES NEGRÓN | | JUAN ROGARDO NÚÑEZ | | EDUARDO CINTRÓN SUÁREZ | |
| RAYMOND RODRÍGUEZ SANTOS | | ALEJANDRO JOSÉ RIERA FERNÁNDEZ | | EUGENIO GARCÍA JIMÉNEZ | |
| ARNALDO JERÓNIMO IRIZARRY IRIZARRY | | | | STEPHEN KIRKLAND | |
| | | | | JOSEPH KIRKLAND | |
| | | | | JAVIER BENÍTEZ CARDONA | |
| | | | | EDWIN TORRES GUTIERREZ | |
| | | | | MARIO VILLEGAS VARGAS | |

DEPARTAMENTO DE JUSTICIA

- Justicia demanda por corrupción a 30 exfuncionarios convictos

LEGISLATURA

Cámara aprueba medidas para eximir del pago de IVU la compra de artículos para bebés y acondicionadores de aire

Por Leysa Caro González

SEGURIDAD

Arrestan a tres presuntos miembros de las FARC tras chocar patrulla en San Juan

Entre los detenidos figuran dos hombres de 28 y 24 años, y una mujer cuya edad no fue precisada

Por Alex Figueroa Cancel



BALONCESTO

Ángel Rodríguez da su versión: “Lo que dice Yadi (Molina) es verdad, pero no la historia completa”

Por José E. Bartolomei Torres



PUBLICIDAD

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TITULARES

NASA revela detalles de la estación Gateway en órbita lunar



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NEWS

WikiLeaks founder Julian Assange to appear in NMI District Court

By Jojo Santo Tomas Pacific Daily News
15 hrs ago

The District Court of the Northern Mariana Islands in Saipan is aglow under a glob... [Read more](#)



NEWS

Three charged in burglary that led to shooting with police

Pacific Daily News Jun 24, 2024



Man accused of stomping on another man's head

9 hrs ago

A 47-year-old man was charged with aggravated assault Thursday after being accused of stomping on another man's head behind a Tamuning restaurant, according to a magistrate's complaint filed in Superior Court.

NEWS

Huffman: New task force at foundational stages, will grow in coming years

By Jerick Sablan Pacific Daily News 10 hrs ago

Rear Adm. Gregory Huffman told the Rotary Club of Tumon Bay on Tuesday that the new Joint Task Force Micronesia which he took the helm recently is still at its fo... [Read more](#)



NEWS

Descendants of Artero family, George Tweed reunite in hike to WWII hideout

Pacific Daily News 11 hrs ago



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VIDEO UPDATES





Reinas de belleza

Desirée Lowry: de Miss Universe a la radio y la televisión

La Miss Universe Puerto Rico 1995 celebra un año más de vida el 25 de junio.

Farándula

¿Quién era el actor de "Piratas del Caribe" que murió tras ser atacado por un tiburón?



El también surfista falleció a sus 49 años.

Policía y Tribunales

Justicia demanda a varios expolíticos convictos por corrupción pública

Con el fin de recobrar el dinero que se apropiaron de manera ilegal.



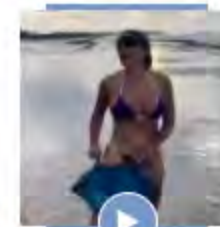
Gobierno y política

LUMA Energy interrumpirá el servicio eléctrico hoy en 9 municipios

La empresa realizará mantenimiento por varias horas.

La puya de Dreuxilla

¿Qué le pasó a La Burbu? Borra video que había subido y explotan las redes



Dreuxilla pudo capturarlo y tiene las pruebas.

PUBLICIDAD

Los propietarios y arrendatarios actuales y anteriores de vehículos Toyota RAV4 2013-2018 podrían ser elegibles para un Programa de atención al cliente y otros beneficios.

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
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SPORTS

Team Marianas exceeds expectations

23 hrs ago

Team Marianas conquered the 2024 Micronesian Games after finishing with a 70-23-29 gold-silver-bronze medal tally yesterday.



SPORTS

Tania resets 10,000m Micro Games record

Updated 18 hrs ago

MAJURO, Marshall Islands—Just as track and field competitions started with a bang, it ended with an explosion in the 2024 Micronesian Games last Saturday with the 10,000m Micronesian Games record reset by NMI's multi-awarded track star Tania ...



SPORTS

'Redeem Team' shines with silver finish

23 hrs ago

MAJURO, Marshall Islands—The NMI National Women's Basketball Team, or dubbed "Redeem Team" by coach Connie Camacho, indeed redeemed themselves with their silver medal finish in the 10th in the 2024 Micronesian Games last Sunday night.



SPORTS

NMI sweeps gold in tennis events

Jun 24, 2024

MAJURO, Marshall Islands—The long days, back-to-back matches, and all the rain delays didn't hamper the NMI National Tennis Team as they ended their long-winded tennis matches of the 2024 Micronesian Games with a sweep of gold in all events f...

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Local author, musician, translator... releases new book

Pago Pago, AMERICAN SAMOA — A new book which documents significant events in the history of...

Pago Wings airline claims it has charter permit, despite dispute

Pago Pago, AMERICAN SAMOA — American Samoa airlines Pago Wings has been issued a landing permit for...

American Samoa Election News 2024

Pago Pago, AMERICAN SAMOA — The American Samoa Election Office confirmed to Uifa'atali Amata on...

Congratulations to Sergeant Major Agaiotupu Tuiilemotu on his promotion in the US Army, currently stationed at Fort Cavazos, TX. Educated and raised in Siua'i, Faleāsao, Manu'a, his parents, the late Satia Poasa Tuiilemotu and Rasela Satia Ma'o Tuiilemotu, were both longtime educators at Faleāsao Elementary School. Additionally, Sergeant Major Tuiilemotu holds the tulafale title of Aufata. Congratulations Sergeant Major! [courtesy photo]



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Naenae School bilingual unit: Samoan proverbs and Samoan pride



Wellington, NEW ZEALAND — "E mamae le Tava'e i ona fulu" is a Samoan Proverb which, in English, means "We are proud of who we are and where we come from." At Naenae Primary School's Samoan bilingual unit, students learn to be proud of their culture and language. The unit is the only one of its kind in the Wellington region and has two classes: a junior

Latest News

IN MEMORY OF TAYLOR TULI WILY



Washington, D.C. — Congresswoman Uifa'atali Amata visited some of the family of Taylor (Teila) Tuli...

Fagasa village signs onto Fisheries Management Program



Pago Pago, AMERICAN SAMOA — The Department of Marine and Wildlife Resources signed a

FunkFit represents territory at Samoa CrossFit event



Pago Pago, AMERICAN SAMOA — FunkFit represented American Samoa at the Samoa Nationals Throwdown

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NEWS

Lawmakers OK extension of state of emergency for WAPA in 12-2 vote

12 hrs ago

ST. CROIX — The 35th Legislature on Monday approved a 90-day extension of a state of emergency initially declared two months ago in response to the territory's energy crisis.



NEWS

Gov't agencies skirt transparency law, leaving

SPORTS

LRVI FC stays undefeated after close win in Week 6 of USVISF's Premier League matches

12 hrs ago

St. Thomas side LRVI Football Club remained undefeated and atop the St. Thomas Division standings after pulling out a close win over Massey Football Club on Sunday in one of four matches played in Week 6 of the U.S. Virgin Islands Soccer Federation's men's and women's Premier Leagues.

Three USVI volleyball teams wrap up play at AAU Jr. Nationals

12 hrs ago

Three club volleyball teams from the U.S. Virgin Islands wrapped up play over the weekend at the 51st AAU Junior National Volleyball Championships in Florida.



Four 'all-comers'

Current and former owners and lessees of 2013-2018 Toyota RAV4 vehicles could be eligible for a Customer Support Program and other benefits.

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GET THE NEWS THAT MATTERS MOST

Attachment 8

Toyota ha aceptado una conciliación de demanda colectiva para resolver reclamaciones de que los vehículos Toyota RAV4 2013-2018 ("vehículos en cuestión") contienen un terminal de batería defectuoso. La Conciliación proporciona un programa de inspección y reembolso para ciertos patios.

¿De qué trata esta demanda? Los demandantes alegan que los Vehículos en cuestión contienen un terminal de batería defectuoso que puede hacer que el automóvil pierda energía eléctrica, que el vehículo se detenga y potencialmente cause un incendio. Toyota niega todas las reclamaciones y 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. ¿Quiénes están incluidos en la Conciliación? Usted puede estar incluido en la Conciliación si actualmente es propietario o arrendatario o ha sido propietario o arrendatario anteriormente de un vehículo RAV4 2013-2018. Los Vehículos en cuestión están sujetos al Retiro de la NHSTA, el "retiro". Nota: Los vehículos híbridos no están incluidos en el Retiro ni en esta Conciliación.

¿Cuáles son los beneficios de la Conciliación? La Conciliación propone un Programa de Atención al Cliente que incluye: (1) un Programa de Inspección, (2) un Programa de reembolso de reemplazo de la batería, (3) un Programa de reembolso de gastos por desembolsos de reposición/repación no reembolsados, y (4) un Programa de reembolso único de gastos por desembolsos de reposición/repación no reembolsados. Puede encontrar más información sobre la Conciliación accediendo al sitio web donde usted puede (i) ver documentación de la conciliación, (ii) determinar si está incluido en la Conciliación y (iii) presentar una reclamación. Esta Conciliación no resuelve ninguna reclamación por lesiones personales o muerte por negligencia.

¿Cuáles son mis opciones? PRESENTAR UNA RECLAMACIÓN. Puede presentar una reclamación de reembolso en www.RAV4AttorneyAssemblySettlement.com para los siguientes programas:

- Programa de reembolso por sustitución de baterías que proporciona un reembolso parcial para sustituir una batería del Grupo 20R por una batería del Grupo 35 en los Vehículos en cuestión. La fecha límite para presentar reclamaciones es el 25 de junio de 2025.
- Un Programa de reembolso de gastos por desembolsos de reposición/repación no reembolsados que

proporciona el reembolso de costos incurridos antes del 25 de junio de 2024, en relación con reparaciones o sustituciones de piezas del conjunto de sujeción de la batería y (iii) gastos razonables relacionados de adquirir un remolque. La fecha límite para presentar dichas reclamaciones es el 1 de diciembre de 2024.

- Programa de reembolso único de gastos por desembolsos por eventos térmicos no reembolsados que proporciona el reembolso de los costos incurridos antes del 25 de junio de 2025, o 30 días después de la fecha en que más disponible el recuento de retiro, lo que ocurra primero, por cada por gastos de desembolsos no reembolsados al Vehículo en cuestión o daños a la propiedad causados por un Evento térmico único ocasionado por el supuesto defecto en el ensamblaje por sujeción de la batería y gastos razonables relacionados de adquirir un remolque. La fecha límite para presentar dichas reclamaciones es el 1 de julio de 2025.

OBJETIVO. Usted puede escribirse al Tribunal para explicar por qué no está de acuerdo con la Conciliación. Si objeta la Conciliación, seguirá siendo miembro del Grupo (a) es elegible de otro modo) y seguirá liberando las reclamaciones cubiertas por esta Conciliación. Debe objeter antes del 30 de septiembre de 2024.

EXCLUIRSE. Si desea excluirse de la Conciliación y no recibir beneficios de la conciliación, debe presentar una solicitud para excluirse a "optar por excluirse" de la Conciliación con un manifiesto, a más tardar, del 21 de octubre de 2024. Si lo hace, preservará sus derechos de demandar a Toyota.

ASISTIR A LA AUDIENCIA DE IMPARCIALIDAD. El Tribunal celebrará una audiencia el 19 de noviembre de 2024, a las 9:00 a.m. CST para considerar si concede la aprobación final de la Conciliación, incluidos los honorarios de los abogados, costos y gastos de hasta \$13.6 millones y los Pagos por servicios de los representantes del Grupo de demandantes de hasta \$5,000 cada uno. 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 usted puede asistir por su cuenta, si lo desea.

NO HACER NADA. Si es miembro del Grupo de demandantes y no hace nada, usted no recibirá los beneficios proporcionados en virtud de la Conciliación y renunciará al derecho de demandar a Toyota por los problemas de la demanda. Para obtener más información, llame al 1-877-222-2626 o visite www.RAV4AttorneyAssemblySettlement.com.



Una importante transacción inmobiliaria se ha llevado a cabo recientemente en la bulliciosa y vibrante zona de Calle Loiza. Un agente Local de Bienes Raíces vendió con éxito un edificio que comprende cinco apartamentos, anteriormente utilizados para alquileres de Airbnb, por la impresionante suma de \$1.3 millones.

Calle Loiza, conocida por su rápido crecimiento, rejuvenecimiento y su estatus como un punto de interés por su vida nocturna, restaurantes y atracciones culturales, continúa atrayendo a inversores y compradores de propiedades. La venta reciente subraya el atractivo y el potencial del área tanto para proyectos residenciales como comerciales.

La transacción destaca la experiencia y dedicación del agente de bienes raíces, quien ha sido fundamental en facilitar una venta de tan alto valor en un mercado competitivo. El cierre exitoso de este acuerdo también refleja la creciente demanda de propiedades premium en Puerto Rico.

Para obtener más información sobre propiedades disponibles y comprar o vender su propiedad por favor contactar a Hector Gonzalez (Lic. C24043) con Real Estate Hector y Blue Ribbon Real Estate al 787-697-6562 o 787-496-9000

En las redes: Real Estate Hector en Facebook RealEstateHector en Instagram o www.realestatehector.com

Foto: Suministrada de Instagram

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Dalmau presenta programa ambiental

➤ **Reitera que cancelaría los contratos de LUMA y Genera, de ganar la gobernación**

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➤Especial para EL VOCERO

Al criticar la falta de política pública para enfrentar la crisis climática, el candidato a la gobernación del Partido Independiente Puertorriqueño (PIP), Juan Dalmau, presentó ayer sus propuestas ambientales.

Entre ellas, está establecer una moratoria en la construcción y reconstrucción en zonas costeras, además de aprobar una nueva ley de costas y acabar con la privatización de facto de las playas. El también secretario general del PIP señaló que “las políticas de los gobiernos rojos y azules prefieren proteger los intereses económicos de los parientes y dolientes, en lugar de proteger el medio ambiente y la calidad de vida de todos los puertorriqueños”.

También propone desarrollar un sistema eléctrico renovable, rescindir los contratos de Genera PR y LUMA Energy por

incumplimiento y crear una comisión de expertos para establecer una estructura alterna al sistema público anterior.

“Lo que ha ocurrido con LUMA, particularmente, es que ahora pretende que si no le aumentan la facturación a los puertorriqueños, entonces van a dejar de cumplir con obligaciones contractuales. Es un acto criminal”, expresó Dalmau.

Dalmau también cancelaría el contrato de AES Corporation, empresa carbonera en Guayama, por los impactos ambientales y salubristas en las comunidades cercanas de la planta.

“Esta empresa, que originalmente tenía que sacar las cenizas fuera de Puerto Rico, a puertas cerradas bajo la administración

de Alejandro García Padilla, se enmendó el contrato para que entonces depositen estas cenizas aquí en Puerto Rico. Esas fueron las luchas comunitarias que se dieron en Guayama, Salinas y particularmente en Peñuelas. Es una empresa que ha hecho

un gran daño y tienen que asumir responsabilidad concreta”, mencionó el aspirante.

Además, propone establecer un plan de reforestación para recuperar entre 50 y 100 millones de árboles perdidos por el huracán María, creando microbosques en áreas urbanas y replantando las reservas naturales. También plantea desarrollar un pro-

DECISIÓN
2024



Dalmau reiteró que su criterio para formar parte de su gabinete no será que pertenezcan al partido. >Suministrada

“

Lo que ha ocurrido con LUMA, particularmente, es que ahora pretende que si no le aumentan la facturación a los puertorriqueños, entonces van a dejar de cumplir con obligaciones contractuales. Es un acto criminal.

Juan Dalmau
Secretario general del PIP

cebo, ya que intenta llevar a las empresas contaminadores a un cumplimiento de sus regulaciones, pero que no toma acciones cuando las empresas violan las regulaciones.

“La EPA, lamentablemente en Puerto Rico, con mayor o menor comunicación, siempre actúa como un placebo que te dice a ti ‘vamos a hacer’, pero en la acción, en lo que la gente sufre día a día, no hay ninguna acción, no hay ninguna toma de acción”, enfatizó Alvarado.

Selección de candidatos

De llegar a Fortaleza, Dalmau reiteró que su criterio para formar parte de su gabinete no será que pertenezcan al partido, sino que habrá un consenso luego de recibir propuestas de candidatos para las posiciones del Ejecutivo. Por eso señaló que el problema de la falta de acción ante la crisis climática no necesariamente es la ausencia de legislación, es que las personas que ocupan los cargos que no han mostrado tener la vocación o el compromiso.

“Por ejemplo, el Departamento de Recursos Naturales y Ambientales que surja precisamente de los líderes y lideresas y los conocedores académicamente de los temas del medioambiente que en consenso propongan candidatos o candidatas que ocupen la posición por compromiso, por vocación, por el respeto que tengan de sus pares y porque además han demostrado en su ejecución de vida profesional que tienen las capacidades para poder ocupar la posición”, enfatizó el candidato.

grama de rehabilitación ecológica de arrecifes de coral para proteger la vida marina y usarlos como rompeolas naturales ante la crisis climática.

Sugiere establecer una política pública de manejo más eficiente de residuos sólidos y materiales postconsumo mediante la “Economía Circular”, en la que los residuos sólidos se reutilizan como materia prima para otros usos económicos.

En la conferencia de prensa contó con sus colaboradores: Víctor Alvarado, secretario de Asuntos Ambientales del PIP; Javier Biaggi Caballero, fundador de Sierra Club de Puerto Rico; Marissa Reyes Díaz, agricultora agroecológica; Hernaliz Velázquez Torres, activista ambiental; y Vanessa Uriarte Centeno, abogada y activista.

La EPA actúa como un “placebo”

Por su parte, Alvarado mencionó que la Agencia Federal de Protección Ambiental (EPA, en inglés) ha actuado como un pla-

Aviso de publicación de la conciliación de demanda colectiva de Toyota RAV4 2013-2018

Un tribunal federal autorizó este Aviso

Un programa de atención al cliente y otros beneficios están disponibles para Propietarios y arrendatarios actuales y anteriores elegibles de Vehículos Toyota RAV4 2013-2018

Toyota ha aceptado una conciliación de demanda colectiva para resolver reclamaciones de que los vehículos Toyota RAV4 2013-2018 (“Vehículos en cuestión”) contienen un terminal de batería defectuoso. La Conciliación proporciona un programa de inspección y reembolso para ciertos gastos.

¿De qué trata esta demanda? Los demandantes alegan que los Vehículos en cuestión contienen un terminal de batería defectuoso que puede hacer que el automóvil pierda energía eléctrica, que el vehículo se detenga y potencialmente cause un incendio. Toyota niega todas las reclamaciones y 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.

¿Quiénes están incluidos en la Conciliación? Usted puede ser incluido en la Conciliación si actualmente es propietario o arrendatario o ha sido propietario o arrendatario anteriormente de un vehículo RAV4 2013-2018. Los Vehículos en cuestión están sujetos al Retiro n.º 23V-734 de la NHTSA, el “Retiro”. Nota: Los vehículos híbridos no están incluidos en el Retiro ni en esta Conciliación.

¿Cuáles son los beneficios de la Conciliación? La Conciliación propuesta proporciona un Programa de atención al cliente que incluye: (1) un Programa de inspección; (2) un Programa de reembolso de reemplazo de la batería; (3) un Programa de reembolso de gastos por desembolsos de reposición/repación no reembolsados; y (4) un Programa de reembolso único de gastos por desembolsos por eventos térmicos no reembolsados. Puede encontrar más información sobre la Conciliación accediendo al sitio web donde usted puede (i) ver documentos de la conciliación, (ii) determinar si está incluido en la Conciliación y (iii) presentar una reclamación. Esta Conciliación no resuelve ninguna reclamación por lesiones personales o muerte por negligencia.

¿Cuáles son mis opciones?

PRESENTAR UNA RECLAMACIÓN. Podrá presentar una reclamación de reembolso en www.RAV4BatteryAssemblySettlement.com para los siguientes programas:

- Programa de reembolso por sustitución de baterías que proporciona un reembolso parcial para sustituir una batería del Grupo 26R por una batería del Grupo 35 en los Vehículos en cuestión. La fecha límite para presentar reclamaciones es el **25 de junio de 2025**.
- Un Programa de reembolso de gastos por desembolsos de reposición/repación no reembolsados que proporciona el reembolso de costos incurridos antes del

25 de junio de 2024, en relación con reparaciones o sustituciones de piezas del conjunto de sujeción de la batería y (ii) gastos razonables relacionados de alquiler o remolque. La fecha límite para presentar dichas reclamaciones es el **1 de diciembre de 2024**.

- Programa de reembolso único de gastos por desembolsos por eventos térmicos no reembolsados que proporciona el reembolso de los costos incurridos antes del **25 de junio de 2025**, o 30 días después de la fecha en que esté disponible el Recurso de retiro, lo que ocurra primero, por daños por gastos de desembolsos no reembolsados al Vehículo en cuestión o daños a la propiedad causados por un Evento térmico único ocasionado por el supuesto defecto en el ensamble por sujeción de la batería y gastos razonables relacionados de alquiler o remolque. La fecha límite para presentar dichas reclamaciones es el **1 de julio de 2025**.

OBJETAR. Usted puede escribirle al Tribunal para explicar por qué no está de acuerdo con la Conciliación. Si objeta la Conciliación, seguirá siendo miembro del Grupo (si es elegible de otro modo) y seguirá liberando las reclamaciones cubiertas por esta Conciliación. Debe objetar antes del **30 de septiembre de 2024**.

EXCLUIRSE. Si desea excluirse de la Conciliación y no recibir beneficios de la conciliación, debe presentar una solicitud para excluirse u “optar por excluirse” de la Conciliación con un matasellos, a más tardar, del **21 de octubre de 2024**. Si lo hace, preservará sus derechos de demandar a Toyota.

ASISTIR A LA AUDIENCIA DE IMPARCIALIDAD. El Tribunal celebrará una audiencia el **19 de noviembre de 2024, a las 9:00 a. m. CST** para considerar si concede la aprobación final de la Conciliación, incluidos los honorarios de los abogados, costos y gastos de hasta \$13.6 millones y los Pagos por servicios de los representantes del Grupo de demandantes de hasta \$5,000 cada uno. 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 usted puede asistir por su cuenta, si lo desea.

NO HACER NADA. Si es miembro del Grupo de demandantes y no hace nada, usted no recibirá los beneficios proporcionados en virtud de la Conciliación y renunciará al derecho de demandar a Toyota por los problemas de la demanda.

Para obtener más información, llame al 1-877-522-3626 o visite www.RAV4BatteryAssemblySettlement.com.

PRIMEIRA HOJA Martes, 25 de junio de 2024

LA JUNTA LOCAL DE DESARROLLO LABORAL DEL SUROESTE, INC. INVITA



A LA CONFERENCIA:

TRANSFORMANDO LOS RETOS EN OPORTUNIDADES PARA EL DESARROLLO ECONÓMICO DEL ÁREA SUROESTE



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INTER SAN GERMÁN
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Programa de atención al cliente y otros beneficios están disponibles para Proprietarios y arrendatarios actuales y anteriores elegibles de Vehículos Toyota RAV4 2013-2018

Toyota ha aceptado una conciliación de demanda colectiva para resolver reclamaciones de que los vehículos Toyota RAV4 2013-2018 ("vehículos en cuestión") causaron un terminal de batería defectuoso. La Conciliación proporciona un programa de inspección y reembolso para ciertos gastos.

¿De qué trata esta demanda? Los demandantes alegan que los Vehículos en cuestión contienen un terminal de batería defectuoso que puede hacer que el automóvil pierda energía eléctrica, que el vehículo se detenga y potencialmente cause un incendio. Toyota niega todas las reclamaciones y 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.

¿Quiénes están incluidos en la Conciliación? Usted puede ser incluido en la Conciliación si actualmente es propietario o arrendatario o ha sido propietario o arrendatario anteriormente de un vehículo RAV4 2013-2018. Los Vehículos en cuestión están sujetos al título n.º 23V-734 de la NHTSA, el "riser". Nota: Los vehículos híbridos no están incluidos en el título n.º en esta Conciliación.

¿Cuáles son los beneficios de la Conciliación? La Conciliación le proporciona un Programa de atención al cliente que incluye: (1) un Programa de Inspección; (2) un Programa de reembolso de reemplazo de la batería; (3) un Programa de reembolso de gastos por desembolsos de reposición/repaparación no reembolsados; y (4) un Programa de reembolso único de gastos por desembolsos por eventos similares no reembolsados. Puede obtener más información sobre la Conciliación accediendo al sitio web donde usted puede (i) ver documentos de la conciliación, (ii) determinar si está incluido en la Conciliación y (iii) presentar una reclamación. Esta Conciliación no resuelve ninguna reclamación por lesiones personales o muerte por negligencia.

¿Cuáles son mis opciones?
PRESENTAR UNA RECLAMACIÓN. Podrá presentar una reclamación de reembolso en www.RAV4battery.AssemblySettlement.com por los siguientes programas:

- Programa de reembolso por sustitución de baterías que proporciona reembolso parcial para sustituir una batería del Grupo 26R por una batería del Grupo 35 en los Vehículos en cuestión. La fecha límite para presentar reclamaciones es el 25 de junio de 2025.
- Un Programa de reembolso de gastos por desembolsos de reposición/repaparación no reembolsados que

proporciona el reembolso de otros incumplimientos antes del 25 de junio de 2024, en relación con reparaciones o sustituciones de piezas del conjunto de sujeción de la batería y (ii) gastos razonables relacionados de alquiler o alquiler. La fecha límite para presentar dichas reclamaciones es el 1 de diciembre de 2024.

- Programa de reembolso único de gastos por desembolsos por eventos similares no reembolsados que proporciona el reembolso de los otros incumplimientos antes del 25 de junio de 2025, o 30 días después de la fecha en que está disponible el Recurso de retiro, lo que ocurra primero, por datos por gastos de desembolsos no reembolsados al Vehículo en cuestión o daños a la propiedad causados por un Evento término único ocasionado por el supuesto defecto en el ensamblaje por sujeción de la batería y gastos razonables relacionados de alquiler o alquiler. La fecha límite para presentar dichas reclamaciones es el 1 de junio de 2025.

OBJETIVO. Usted puede escribirse al Tribunal para explicar por qué no está de acuerdo con la Conciliación. Si nota la Conciliación, seguirá siendo miembro del Grupo (a menos que sea elegible de otro modo) y seguirá liberando las reclamaciones cubiertas por esta Conciliación. Debe objetar antes del 30 de septiembre de 2024.

EXCLUIRSE. Si desea excluirse de la Conciliación y no recibir beneficios de la conciliación, debe presentar una solicitud para excluirse al Tribunal por la Conciliación con un manuscrito, a más tardar, del 1 de octubre de 2024. Si lo hace, preservará sus derechos de demandar a Toyota.

ASISTIR A LA AUDIENCIA DE IMPARCIALIDAD. El Tribunal celebrará una audiencia el 19 de noviembre de 2024, a las 9:00 a. m. CST para considerar si concede la aprobación final de la Conciliación, incluidos los honorarios de los abogados, costos y gastos de hasta \$15,000 millones. Los Pagos por acciones de los representantes del Grupo de demandantes de hasta \$50,000 cada uno. La fecha de la audiencia puede cambiar, así que consulte regularmente el sitio web de la Conciliación para las actualizaciones. No es obligatorio asistir, pero usted puede asistir por su cuenta, si lo desea.

NO HACER FALDA. Si es miembro del Grupo de demandantes y no hace nada, usted no recibirá los beneficios proporcionados en virtud de la Conciliación y renunciará al derecho de demandar a Toyota por los problemas de la demanda.
 Para obtener más información, llame al 1-877-522-3626 o visite www.RAV4battery.AssemblySettlement.com.

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Unlicensed driver challenges police to race

Pacific Daily News

An unlicensed driver was arrested Saturday after asking a police officer, "You want to race for pink slips?" then screeching from a parking lot and leading police on a short chase through Tumon, according to a magistrate's complaint filed in Superior Court.

Kyle Terrence Borja, 22, was charged with driving while impaired and DWI with a blood alcohol count over 0.08% as misdemeanors and driving without a valid license as a petty misdemeanor.

At 2:29 a.m. Saturday, police were in the parking lot of the Blue Lagoon Plaza in Tumon when they noticed a Toyota Corolla about to leave. The driver, later identified as Borja, stopped the vehicle and leaned out to get an officer's attention before challenging him to race.

The officer noticed Borja had a



flushed face with bloodshot, watery eyes, according to the complaint.

After issuing the challenge, Borja "motored abruptly, causing his

tires to screech, onto Pale San Vitores Road," according to the complaint.

Borja reportedly made an unsafe

PDN FILE PHOTO

Officers with the Guam Police Department's Highway Patrol Division conduct a driving while intoxicated, DWI, sobriety checkpoint along Route 16 in Barrigada on Dec. 27, 2023. A motorist was charged with DWI after challenging police to race in Tumon on June 22, 2024.

lane change, almost causing a collision, at the intersection of Pale San Vitores Road and Happy Landing Road.

When police conducted a traffic stop and asked Borja for his license, he handed them a Guam identification card. Officers noted he had slurred speech and smelled of alcohol, and he told them he'd consumed at least three bottles of Budweiser earlier in the evening, the complaint stated.

Borja took a field sobriety test and a breath test which yielded a result of 0.159%.

If convicted of all charges, Borja could face more than two years in prison.

2013-2018 Toyota RAV4 Class Action Settlement Publication Notice

A federal court authorized this Notice

A Customer Support Program and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of 2013-2018 Toyota RAV4 Vehicles

Toyota has agreed to a class action settlement to resolve claims that 2013-2018 Toyota RAV4 vehicles ("Subject Vehicles") contain a defective battery terminal. The Settlement provides an Inspection Program and reimbursement for certain expenses.

What is this lawsuit about? Plaintiffs allege that the Subject Vehicles contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. Toyota denies all claims and 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.

Who is Included in the Settlement? You may be included in the Settlement if you currently own or lease or previously owned or leased a 2013-2018 RAV4 vehicle. Subject Vehicles are subject to NHTSA Recall No. 23V-734, the "Recall." Note: hybrid vehicles are not included in the Recall or this Settlement.

What Are the Settlement Benefits? The proposed Settlement provides a Customer Support Program that includes: (1) an Inspection Program; (2) a Battery Replacement Reimbursement Program; (3) an Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program; and (4) an Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program. 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 (iii) submit a claim. This Settlement does not resolve any claims for personal injury or wrongful death.

What are my options?

FILE A CLAIM. You will be able to submit a claim for reimbursement at www.RAV4BatteryAssemblySettlement.com for the following programs:

- Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles. Deadline to submit such claims is **June 25, 2025**.
- Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program which provides reimbursement for certain costs incurred prior to **June 25, 2024**, related to repairs or parts replacements of the battery

hold-down assembly and related reasonable rental and/or towing expenses. Deadline to submit such claims is **December 1, 2024**.

- Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program, which provides reimbursement for costs incurred prior to **June 25, 2025**, or 30 days after the date the Recall Remedy is available, whichever date is earlier, for unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage related to a Unique Thermal Event caused by the alleged battery hold-down assembly defect and related reasonable rental and/or towing expenses. The deadline to submit such claims is **July 1, 2025**.

OBJECT. You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. You must object by **September 30, 2024**.

EXCLUDE. If you wish to exclude yourself from the Settlement and not receive settlement benefits, you must submit a request to exclude yourself from, or "opt out" of, the Settlement postmarked by **October 21, 2024**. If you do so, you will preserve your rights to sue Toyota.

GO TO THE FAIRNESS HEARING. The Court will hold a hearing on **November 19, 2024, at 9:00 a.m. CST** to consider whether to grant final approval to the Settlement, including attorneys' fees, costs, and expenses up to \$13.6 million and Class Representative Service Awards of up to \$5,000 each. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend, but are welcome to at your own expense.

DO NOTHING. If you are a member of the Class and do nothing, you will not receive the benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

For more information, call 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com.

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- Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program which provides

reimbursement for certain costs incurred prior to **June 25, 2024**, related to repairs or parts replacements of the battery hold-down assembly and related reasonable rental and/or towing expenses. Deadline to submit such claims is **December 1, 2024**.

- Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program, which provides reimbursement for costs incurred prior to **June 25, 2025**, or 30 days after the date the Recall Remedy is available, whichever date is earlier, for unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage related to a Unique Thermal Event caused by the alleged battery hold-down assembly defect and related reasonable rental and/or towing expenses. The deadline to submit such claims is **July 1, 2025**.

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DO NOTHING. If you are a member of the Class and do nothing, you will not receive the benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

For more information, call 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com.

Local

THROUGH TELEMEDICINE PLATFORM

CHCC enhances cardiology services on Rota, Tinian



CHCC

By leveraging telemedicine platforms, the Commonwealth Healthcare Corp. cardiologist based on Saipan is now conducting remote consultations, reviewing of diagnostic tests, and collaborating with the healthcare team at Rota Health Center and Tinian Health Center.

Telemedicine has revolutionized healthcare delivery in many rural/remote regions,

and the Cn MI is no exception. Through the Commonwealth Healthcare Corp., the integration of telemedicine has brought significant improvements to the healthcare landscape in our islands. One of the most notable benefits of telemedicine in the Cn MI is access to specialty care at the Rota Health Center and Tinian Health Center. By leveraging telemedicine platforms, the CHCC cardiologist based on Saipan is now conducting remote consultations, reviewing of diagnostic tests, and collaborating with the healthcare team at RHC and THC.

Cardiologists are often scarce in rural and remote communities, making it challenging for residents to receive timely and specialized medical attention. Prior to the implementation of telemedicine, patients from Rota and Tinian requiring cardiology consultations had to travel to Saipan which can be financially challenging and time consuming. Telemedicine had significantly reduced this burden.

"The implementation of telemedicine in our cardiology services is a transformative step in improving healthcare access for our patients on Rota and Tinian," said Dr. Peter Gregor, cardiologist at CHCC. "We are able to meet with our patients through live video conferencing providing quicker diagnosis and interventions. early detection and prompt

treatment have undoubtedly contributed to better patient outcomes in the Cn MI."

Continuity of care is essential in managing chronic conditions such as heart disease. Telemedicine allows for regular follow-up appointments and continuous monitoring of patients' health, ensuring that any changes in their condition are quickly addressed.

Furthermore, telemedicine has proven to be cost-effective for both patients and the healthcare system. By minimizing the need for physical infrastructure and reducing travel costs, telemedicine offers a more economical solution for delivering high-quality cardiology care. By leveraging this technology, CHCC can deliver consistent and equitable healthcare services across the Cn MI reducing disparities in health outcomes.

"Embracing telemedicine at CHCC transforms healthcare delivery, bridging the gap between patients and providers with convenience, efficiency, and compassionate care," said CHCC CEO Esther Muña.

Patients in Rota and Tinian have already begun to benefit from this program, experiencing shorter wait times for specialist consultations and more frequent follow-ups. The success of this initiative underscores CHCC's dedication to utilizing innovative solutions to enhance healthcare delivery across the Marianas. (PR)



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Pilgrim deaths in Mecca put spotlight on underworld hajj industry

By EMAD MEKAY and VIVIAN NEREIM

More than 1,300 people died making the Islamic pilgrimage of hajj in Saudi Arabia this month, the vast majority of whom the Saudi government said did not have permits. Many walked for miles in scorching heat after paying thousands of dollars to illicit tour operators.

While pilgrims with permits are transported around the holy city of Mecca in air-conditioned buses and rest in air-conditioned tents, unregistered ones are often exposed to the elements. In recent days, as temperatures surpassed 120 degrees, some pilgrims described watching people faint and passing bodies in the street.

On Sunday, in an interview on state television, the Saudi health minister, Fahd bin Abdurrahman Al-Jalajel, said that 83% of the 1,301 reported deaths involved pilgrims who lacked permits.

"The rise in temperatures during the hajj season represented a big challenge this year," he said. "Unfortunately — and this is

painful for all of us — those who didn't have hajj permits walked long distances under the sun."

Al-Jalajel's remarks came after days of silence from the Saudi government over the fatalities during the hajj, an arduous and deeply spiritual ritual that Muslims are encouraged to perform at least once in their lifetimes if they can.

With nearly 2 million participating each year, it is not unusual for pilgrims to die from heat stress, illness or chronic disease. It is unclear if the number of deaths this year was higher than usual, because Saudi Arabia does not regularly report those statistics. In 1985, more than 1,700 people died around the holy sites, most of them from heat stress, a study at the time found.

But because so many of those who died had no permits, this year's toll exposed an underworld of illicit tour operators and smugglers who profit off Muslims desperate



Pilgrims making their hajj in Mecca, Saudi Arabia, in September, 2016. More than 1,300 people died making the Islamic pilgrimage in Saudi Arabia this month, the vast majority of whom the Saudi government said did not have permits. (Diaa Hadid/The New York Times)

to make the journey.

The deaths also laid bare what appeared to be a failure of Saudi immigration and security procedures aimed at preventing unregistered pilgrims from reaching the holy sites, including a security cordon around Mecca that locks down weeks before hajj.

Despite those efforts, an estimated 400,000 undocumented people tried to perform the pilgrimage this year, a senior Saudi official told Agence France-Presse, speaking on the condition of anonymity.

Saudi officials did not respond to requests for comment.

In interviews with The New York Times, however, hajj tour operators, pilgrims and relatives of the dead described easily exploited loopholes that allow people to travel to the kingdom with a tourist or visitor visa before hajj. Once they arrive, they find a network of illegal brokers and smugglers who offer their services, take their money and sometimes abandon them to fend for themselves, they said.

The number of unregistered pilgrims appeared to have been driven up this year by rising economic desperation in countries such as Egypt and Jordan. An official hajj package can cost more than \$5,000 or \$10,000, depending on a pilgrim's country of origin — far beyond the means of many hoping to make the trip.

Marwa, a 32-year-old Egyptian woman whose parents performed hajj without an official permit this year, said they had paid around \$2,000 for their journey, facilitated by an agent in Egypt and a broker in Saudi Arabia. They felt they had to go soon because,

as Egypt's currency loses value, their savings shrink every year, she said. Marwa asked to be identified only by her first name to avoid legal repercussions.

Several countries that recorded large numbers of deceased pilgrims have moved quickly to address the fallout.

On Friday, the president of Tunisia, which counted more than 50 pilgrims among the dead, fired the country's religious affairs minister. In Jordan, which recorded the deaths of at least 99 pilgrims, the public prosecutor opened an investigation into illegal hajj routes. And in Egypt, authorities said they would revoke the licenses of 16 companies that issued visas to pilgrims without providing them with adequate services.

"There's so much greed around this business," said Iman Ahmed, co-owner of El-Iman Tours in Cairo.

Ahmed said that she refused to send unregistered pilgrims on hajj packages but that other Egyptian tour operators and Saudi brokers made big money doing so.

Among the dead were at least two Americans.

Maryland residents Isatu Wurie, 65, and Aliou Wurie, 71, had saved for years to make the pilgrimage, paying \$23,000 to a local tour operator, said their daughter, Saida.

But after they arrived in Mecca, the operator told them to stay in their hotel until permits were issued for them, and transportation they had been promised was not always available, they told their daughter. Her parents were frustrated because they had believed they were going "by the book," she said.

They were still able to perform some of the initial rituals of hajj, and they were "so excited to see the Kaaba," the cubic structure that pilgrims circumambulate, she said.

But the last message she received from her mother said that a bus to take them to one of the sites had not arrived, and that they had been walking for two hours instead.

Despite her frustration at the tour operator — as well as the difficulty of locating their bodies, buried in Mecca — Wurie believes her parents were filled with joy in their final days.

"They died doing exactly what they wanted to do," she said. "They've always wanted to make it to hajj."

2013-2018 Toyota RAV4 Class Action Settlement Publication Notice

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What is this lawsuit about? Plaintiffs allege that the Subject Vehicles contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. Toyota denies all claims and 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.

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▶ Starlink systems set to enhance...

Continued from page 1

collaboration with medical professionals worldwide. This initiative will enable us to connect with a diverse range of medical teams, including specialists in cardiology, neurology, oncology, pediatrics, orthopedics, and more, ensuring comprehensive care for our community," said Fonoti DW Jessop, Board Member of LBJ Tropical Medical Center.

In addition, six Starlink systems will be donated to the American Samoa Department of Education. These systems will be distributed across various educational institutions to bridge the digital divide and enhance learning opportunities for students. With additional internet connectivity, schools will be better equipped to offer

remote learning options, access to online educational resources, and improved communication between educators and students.

"The American Samoa Department of Education is excited to collaborate with SMX to introduce advanced connectivity solutions and celestial systems to the island," said Dr. Bone Taase, Assistant Director for the American Samoa DOE. "By harnessing Starlink technology, we aim to empower the educational community in American Samoa, creating new opportunities for learning and growth."

The donation of these Starlink systems aligns with SMX's focus on leveraging technology to accelerate educational opportunities and community devel-

opment through partnerships and initiatives like this.

"At SMX, we believe in the power of technology to transform lives and support communities," said Dana Dewey, Mission Solutions Group President at SMX. "By providing these Starlink systems to the LBJ Hospital and the American Samoa DE, we aim to facilitate better healthcare and educational outcomes, ensuring that both sectors can thrive in today's digital age."

(Source: SMX press release)

▶ Local author, muso,...

Continued from page 6

tion, go through this initial process. Some villages have as many as five different Christian denominations and all clergy members are officially recognized by the village Fono. Whenever the Fono receives gifts in the form of foodstuffs and fine mats from any event they attend, each pastor is given a portion.

"The clergy in the Samoan islands are fully supported and protected by the traditional councils of chiefs. If a 'Faifeau' (Pastor) encounters any kind of problem, he can just seek their assistance and they would immediately find a way to resolve it.

"For example, if anyone displays unbecoming or offensive behavior at the pastor's residence, he will be severely punished by the village Fono or banned from the village according to the seriousness of his offense.

"However, in reverse scenarios, clergymen have sought the forgiveness of the Fono on behalf of individuals or whole families who had been banished from the village for a serious offense, and had beseeched the pastor to intercede for them.

"There have been instances where pastors in an act of humility, would kneel before the Fono and plead on behalf of the victim(s). This would always end in the Fono relenting and withdrawing or reducing their punishment.

"So you see, Christianity is held in high esteem and reverence in the Samoan culture," the author explained.

He stated that although the same cannot be said about science because of obvious events that occurred in the past, peo-

ple's mindsets are changing and some have found common ground, using science to reveal the wonders of God's creation.

"It took 359 years for the Catholic Church to admit that Galileo's theory that the Earth moves around the sun was in fact right," Fuimaono pointed out. "In 1992, Pope John Paul II officially declared that Galileo was right before the Pontifical Academy of Sciences.

"Charles Darwin's controversial 'Theory of Evolution' published in 1859 although met with a lot of criticism from Christians the world over, was embraced and accepted by biologists and civilians. But through the years, scientists have found many inconsistencies and contradictions in the theory.

"Many scientists are Christians and they have proved the many discrepancies in Darwin's theory and while Christians' faith have been enhanced by this, those who supported Darwin are no doubt thinking that maybe the Christians are right," Fuimaono said.

Fuimaono expressed his hope that his new book would encourage Samoan students to study in the field of science while keeping the Faith. He pointed out that Christian students are one of the groups that can fulfill this need as these islands are experiencing a serious shortage of science teachers, medical professionals, local engineers and pastors with some basic science knowledge.

The book, written in Almanac style, is published by LifeRich Publishing of Bloomington, Indiana and is available on Amazon.

NOTICE FOR SEPARATION AGREEMENT

TO Members of the MAGEO FAMILY and to all whom these presents may come. NOTICE IS HEREBY GIVEN that TUFUOFATAI MAGEO, CATHERINE TIMOA MAGEO & TUFU MAGEO, JR. (HOUSE #1) has offered for recording in this office an instrument in writing which seeks to separate a certain structure which is or to be erected, on land AUTAPINI, allegedly belonging to MAGEO FAMILY of the village of PAGO PAGO in the County of MAOPUTASI, Island of TUTUILA, American Samoa. NOTICE IS FURTHER GIVEN that any interested person may object to the recording of such instrument by filing in the Territorial Registrar's Office in Fagatogo, a written objection to the recording of said instrument. Any objections thereto must be filed with in 30 days from the date of posting of this notice. NOTICE IS FURTHER GIVEN that if no such objections are filed within the said 30 day period, the instrument will be recorded and shall be valid and binding on all persons. The said instrument may be examined at any time at the Territorial Registrar's Office.

POSTED: June 21, 2024 thru July 22, 2024

SIGNED: DIVINE IULI FALANIKO, Territorial Registrar

FA'AALIGA O LE FEAGAIGA MO SE TU'U'ESEI

I tagata o le AIGA SA MAGEO, ma i latou uma e silasila ma lauiloaina lenei fa'aaliga! O le fa'aaliga lenei ona o TUFUOFATAI MAGEO, CATHERINE TIMOA MAGEO & TUFU MAGEO, JR (FALE#1). o le nu'u o PAGO PAGO ua ia fa'aulufaleina mai i lenei ofisa se feagaiga tusitusi e fa'ailoa ai se mana'oga fia tu'u'eseina o se fale ua/po o le a, fa'atuuina i luga o le fanua o AUTAPINI e fa'asino i le aiga MAGEO, itumalo o MAOPUTASI, ile motu o TUTUILA, Amerika Samoa. O le fa'aaliga fo'i e fa'apea, so o se tasi e iai sona aia i lenei mata'upu e mafai ona fa'atu'i'iese ile fa'amauiina o lenei feagaiga pe a auina mai i le ofisa ole Restitara o le Teritori of Amerika Samoa i Fagatogo, sana fa'atu'ese tusitusia. O fa'atu'iesega uma lava e ao ona fa'aulufaleina mai i totonu o aso e 30 faitauina mai i le aso na faiaalia ai lenei fa'aaliga. Afai ole a leai se fa'atu'iesega e fa'aulufaleina i totonu o aso 30 pei ona ta'ua i luga, o le a fa'amauiina loa lenei feagaiga e taualoaina ma 'a'afia ai tagata uma. 06/24 & 07/22/2024



American Samoa Government

LOCAL BOARD FOOD & SHELTER PROGRAM

ID# 39-9328-00

ID#ARPAR-9328-00

ID#40-9328-00

ID#41-9328-00

The American Samoa Local Board Food and Shelter Program has been awarded Federal Funds made available through the Department of Homeland Security (DHS) Federal Emergency Management Agency under the Emergency Food and Shelter National Board Program.

The American Samoa Local Board Food and Shelter Program has been chosen to receive \$135,135.00 to supplement emergency food and shelter program in the county.

Under the term of the grant from the National Board, local agencies chosen to receive fund must:

1. Be private voluntary non-profits or units of government
2. Be eligible to receive federal funds
3. Have an accounting system
4. Practice nondiscrimination
5. Have demonstrated the capability to deliver emergency food and/or shelter programs and,
6. If they are a private voluntary organization, have a voluntary board. Qualifying agencies are urged to apply. Public or private voluntary agencies interested in applying for Emergency Food and Shelter Program funds must contact Lama Areta at email address: lalolamalilio@gmail.com or 258-0221.

The Deadline for applications to be received is Monday, July 08, 2024.

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Tuesday, June 25, 2024

V.I. students achieve academic excellence at colleges, universities

By **ALEXANDRA BHOLA**
Daily News Staff

The Virgin Islands Daily News recognizes the Virgin Islanders who were named to the Dean's List for the Spring 2024 semester at their respective colleges/universities.

The listings, provided by the students' schools, are as follows:

• **Reine Brezial, St. Croix** — Valdosta State University, Georgia
Students must complete at least nine semester hours, achieve a semester grade point average (GPA) of 3.50 or higher, and have an overall GPA of 3.00 or higher.

• **Andreas Bump, St. Thomas** — Regis College, Massachusetts

Freshman students must have a GPA of 3.25 or higher while sophomores, juniors, seniors, and professional studies students must achieve a GPA of 3.50 or higher.

• **J'Niya Challenger, St. Thomas** — Middle Tennessee State Univer-

sity, Tennessee

Undergraduate students must maintain a semester GPA of 3.50 or higher and complete at least 12 semester hours.

• **McKayla Collins, St. Croix** — Mount St. Mary's University, Maryland

Students must complete at least 12 credit hours per semester and earn a minimum GPA of 3.50 in their graded courses.

• **Rzai D'Jhaun Denbow, St. Croix** — Clarkson University, New York

Students must complete at least 14 credit hours and achieve a minimum 3.25 GPA for the semester.

• **Ne'Kayla Hazel, St. Thomas** — Georgia State University, Georgia
Students must have earned a GPA of at least 3.5 for a minimum of nine semester hours of academic credit.

• **Lunique Henley, St. John** — Curry College, Massachusetts

Students must earn a minimum 3.30 semester GPA

• **Amanda Mackay, St. Croix** — Harding University, Arkansas

Students must carry 12 or more hours with a minimum 3.65 GPA

• **Aviela Maynard, St. Thomas** — Lehigh University, Pennsylvania

Students must complete at least 12 hours of regularly graded courses and achieve a scholastic average of 3.6 or higher for the semester

• **Kellyn Nelthropp, St. Thomas** — Missouri State University, Missouri

Undergraduate students must complete at least 12 credit hours during the Spring semester and achieve a minimum 3.50 GPA on a 4.0 scale.

• **Ariana Schwartz, St. Croix** — University of Rhode Island, Rhode Island

Students must have completed 12 or more credits during a semester and achieved at least a 3.30 quality point average.

A wild flamingo is summering in the Hamptons

By **JACOB BERNSTEIN**
The New York Times

EAST HAMPTON, N.Y. — For the past few summers in East Hampton, New York, many people have gotten up early in hopes of glimpsing Jay-Z on one of his early morning walks amid the shingled mansions of moguls such as David Zaslav, David Geffen and Ron Perelman.

But this season, the world's most successful rapper has seemingly been upstaged by a new star in town: a wild American flamingo that has drawn hundreds of spectators in recent weeks.

It apparently made its way to this moneyed enclave of celebrities, plutocrats and tourists last month, taking up residence in Georgica Pond, a brackish coastal pond that lies between East Hampton and Wainscott. First to spot the wayward bird was Cathy Blinken, an Amazon Web Services senior marketing manager who spends time on the pond with her husband, David Blinken, a first cousin to Secretary of State Antony Blinken.

Cathy Blinken promptly called The East Hampton Star, which sent a reporter and photographer to break the story of the creature's arrival. In the coming days, those who visited Georgica Pond to see the vagrant flamingo for themselves ended up disappointed. The bird had flown.

Days later, a flamingo with identical plumage was seen sunning itself

roughly 200 miles away, on the shores of Cape Cod Bay in Massachusetts. It seemed that the bird might be one of those highfliers who, after surveying various summer outposts of the Northeast, had determined that Cape Cod was preferable to the scenic splendor of the scene-obsessed Hamptons.

But on June 9, Pietro Cicognani, an East Hampton architect, spotted the bird and made a call to the Star, which quickly published a follow-up to its scoop.

Jim Colligan, an avid birder who used to serve as a councilperson on nearby Shelter Island, helped spread the news of the flamingo's return. On Tuesday he found himself riding in the car of another area resident, Steven Spielberg, to catch a glimpse of the village's principal attraction.

As Spielberg drove, Colligan directed him to a sandy pathway surrounded by partridgeberry vines and onto an inlet near the end of West End Road, not far from the former home of Kelly Klein, the ex-wife of Calvin Klein. From there, it was easy to spot the flamingo in the pond. This was less because of its distinctive plumage and more because of its stilt-like legs, which enabled it to walk the shallows with the gait of a Louboutin-clad supermodel.

The flamingo went into a routine that looked like a jig — it bent its right leg, then its left, then its right again. After that, it lowered its head into the water to

dig up algae and invertebrates from the floor with its hooked beak. On the other side of the pond, nearly a dozen birders stood with binoculars and cameras.

More gawkers showed up as the week went on. Kerry Lyons, a day-tripper from Westchester County, New York, nearly doubled over when she was informed that there was a flamingo in the pond.

"Really?" she said. "Shut up!"

A birder in a Hawaiian shirt invited Lyons to look through his telescope, and her doubts were replaced by questions about how on earth it had gotten there.

"Did it take a wrong turn?" she asked.

Jerry Lorenz, a marine biologist and the director of research for Audubon Florida, said the wrong-turn theory is indeed plausible.

In a phone interview, Lorenz said that Hurricane Idalia, which swept into Florida in August 2023, may have had something to do with the bird's arrival in the Hamptons. To escape the storm, flocks of flamingos flew north, leading to rare sightings of the brightly colored creatures in Kentucky, Ohio, Pennsylvania and Virginia.

Most of those birds went back to where they had come from. But it is not uncommon for a flamingo to break off from a flock, either because it is disoriented or because its pals get killed, Lorenz said. A few mavericks, he noted, may simply decide to go exploring.



150 RESTAURANTS ON ST. THOMAS & ST. JOHN HAVE SWITCHED TO OCEAN PEST CONTROL.

THINK ABOUT THAT.

FOR A LIST OF OUR RECOMMENDED RESTAURANTS, GO TO: OCEANVI.COM/GOODEATS



OCEAN PEST CONTROL
340-777-4423

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Tuesday, July 2, 2024

Members of the Charlotte Amalie High School Class of 1984 celebrate their 40th anniversary reunion on Sunday at Magens Bay.

Photos by AYESHA MORRIS



CAHS

CONTINUED FROM PAGE 12

post-COVID environment where prices have increased and two-thirds of the Class live outside the territory and are caring for elderly parents. His team of nine executive officers meet and bring decisions before the larger Class body regarding activities, venues, caterers, and entertainment.

"We're like a mini tourism department," Thomas said.

Rev. Niels "Atto" Chapman, Jr. who delivered the message during the service, jokingly quantified the many changes that come with reaching the reunion milestone. In their late 50s, regular glasses give way to bifocals, portable fans are the new essential, and instead of looking for the exit at a given venue one is scoping out the bathroom, he said. No longer would he look around to see who witnessed him fall, but to find out who would come help. And, in-

stead of detailing a bucket list, they would compare a list of ailments, all part of the aging process.

Additionally, they had experienced the pain of losing someone close to them, including 25 former classmates, the joy of grandchildren, and the gratitude for the beauty of life itself, he said.

Monique Matthias, class first vice-president, agreed with the sentiment of "just living in the present."

"Life is very short," she said, adding that they frequently check up on each other. "We got you with love and encouragement. Big up everybody."

A robust praise and worship team led by chaplain Alicia Woodley-Jackson with musical direction by Monet Davis, and instrumentation on steelpan, keyboards, saxophone, and drums by Ronald Lee, Jr. and Sherwin Williams, got members singing and moving.

The morning included a special liturgy led by Elisa Hodge accen-

tuated by jars filled with yellow and blue sand in memory of class members they had lost. Afterwards the group posed for drone photos in their white "#84 Love" T-shirts and relaxed on the beach.

DJ Danny Derima played a host of soca music and other favorites such as the "Electric Slide" and "Jerusalem," that enticed several to the dance floor.

Lesroy "Fish" Williams led a class toast, recalling the "474 bright-eyed students full of dreams and aspirations who walked the halls under the banner of our beloved motto, 'To Excel, Always.'"

"The foundation we built there has carried us through the ups and downs of life, reminding us to strive for excellence in our endeavors," he said. "The spirit of the Mighty Chickenhawks is as strong as ever and a testament to the enduring bond we share. Let us raise our glasses to the past 40 years, filled with accomplishments, laughter, and love."

2013-2018 Toyota RAV4 Class Action Settlement Publication Notice

A federal court authorized this Notice

A Customer Support Program and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of 2013-2018 Toyota RAV4 Vehicles

Toyota has agreed to a class action settlement to resolve claims that 2013-2018 Toyota RAV4 vehicles ("Subject Vehicles") contain a defective battery terminal. The Settlement provides an Inspection Program and reimbursement for certain expenses.

What is this lawsuit about? Plaintiffs allege that the Subject Vehicles contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. Toyota denies all claims and 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.

Who is Included in the Settlement? You may be included in the Settlement if you currently own or lease or previously owned or leased a 2013-2018 RAV4 vehicle. Subject Vehicles are subject to NHTSA Recall No. 23V-734, the "Recall." Note: hybrid vehicles are not included in the Recall or this Settlement.

What Are the Settlement Benefits? The proposed Settlement provides a Customer Support Program that includes: (1) an Inspection Program; (2) a Battery Replacement Reimbursement Program; (3) an Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program; and (4) an Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program. 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 (iii) submit a claim. This Settlement does not resolve any claims for personal injury or wrongful death.

What are my options?

FILE A CLAIM. You will be able to submit a claim for reimbursement at www.RAV4BatteryAssemblySettlement.com for the following programs:

- Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles. Deadline to submit such claims is **June 25, 2025**.
- Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program which provides reimbursement for certain costs incurred prior to **June 25, 2024**, related to repairs or parts replacements of the battery hold-down assembly and related reasonable rental and/or towing expenses. Deadline to submit such claims is **December 1, 2024**.
- Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program, which provides reimbursement for costs incurred prior to **June 25, 2025**, or 30 days after the date the Recall Remedy is available, whichever date is earlier, for unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage related to a Unique Thermal Event caused by the alleged battery hold-down assembly defect and related reasonable rental and/or towing expenses. The deadline to submit such claims is **July 1, 2025**.

OBJECT. You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. You must object by **September 30, 2024**.

EXCLUDE. If you wish to exclude yourself from the Settlement and not receive settlement benefits, you must submit a request to exclude yourself from, or "opt out" of, the Settlement postmarked by **October 21, 2024**. If you do so, you will preserve your rights to sue Toyota.

GO TO THE FAIRNESS HEARING. The Court will hold a hearing on **November 19, 2024, at 9:00 a.m. CST** to consider whether to grant final approval to the Settlement, including attorneys' fees, costs, and expenses up to \$13.6 million and Class Representative Service Awards of up to \$5,000 each. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend, but are welcome to at your own expense.

DO NOTHING. If you are a member of the Class and do nothing, you will not receive the benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

For more information, call 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com.

Attachment 9

Murphy v Toyota

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RAV4 Class Action Benefits
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RAV4 Class Action Settlement Benefits
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Attachment 10

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Toyota RAV4 Roof Rail Leaks Lead to Class Action Lawsuit

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Attachment 11

Current and Former Owners and Lessees of 2013-2018 Toyota RAV4 Vehicles are Eligible for a Customer Support Program and Other Benefits

USA - English ▼

NEWS PROVIDED BY

United States District Court for the Eastern District of Texas, Sherman Division →

Jun 25, 2024, 09:00 ET

SHERMAN, Texas, June 25, 2024 /PRNewswire/ --

A federal court authorized this Notice

Toyota has agreed to a class action settlement to resolve claims that 2013-2018 Toyota RAV4 vehicles ("Subject Vehicles") contain a defective battery terminal. The Settlement provides an Inspection Program and reimbursement for certain expenses.

What is this lawsuit about?

Plaintiffs allege that the Subject Vehicles contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. Toyota denies all claims and 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.



Who is Included in the Settlement?

You may be included in the Settlement if you currently own or lease or previously owned or leased a 2013-2018 RAV4 vehicle. Subject Vehicles are subject to NHTSA Recall No. 23V-734, the "Recall." Note: hybrid vehicles are not included in the Recall or this Settlement.

What Are the Settlement Benefits?

The proposed Settlement provides a Customer Support Program that includes: (1) an Inspection Program; (2) a Battery Replacement Reimbursement Program; (3) an Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program; and (4) an Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program. 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 (iii) submit a claim. This Settlement does not resolve any claims for personal injury or wrongful death.

What are my options?

FILE A CLAIM. You will be able to submit a claim for reimbursement at www.RAV4BatteryAssemblySettlement.com for the following programs:

- Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles. Deadline to submit such claims is **June 25, 2025**.
- Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program which provides reimbursement for certain costs incurred prior to **June 25, 2024**, related to repairs or parts replacements of the battery hold-down assembly and related reasonable rental and/or towing expenses. Deadline to submit such claims is **December 1, 2024**.
- Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program, which provides reimbursement for costs incurred prior to **June 25, 2025**, or 30 days after the date the Recall Remedy is available, whichever date is earlier, for unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage related to a Unique Thermal Event caused by the alleged battery hold-down assembly defect and related reasonable rental and/or towing expenses. The deadline to submit such claims is **July 1, 2025**.

OBJECT. You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. You must object by **September 30, 2024**.

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GO TO THE FAIRNESS HEARING. The Court will hold a hearing on **November 19, 2024, at 9:00 a.m. CST**, to consider whether to grant final approval to the Settlement, including attorneys' fees, costs, and expenses up to \$13.6 million and Class Representative Service Awards of up to \$5,000 each. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend, but are welcome to at your own expense.

DO NOTHING. If you are a member of the Class and do nothing, you will not receive the benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

For more information, call 1-877-522-3626 or visit www.RAV4BatteryAssemblySettlement.com.

SOURCE United States District Court for the Eastern District of Texas, Sherman Division

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Attachment 12

Los propietarios y arrendatarios actuales y anteriores de Vehículos Toyota RAV4 2013-2018 son elegibles para un Programa de atención al cliente y otros beneficios

USA - español ▼

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United States District Court for the Eastern District of Texas, Sherman Division →

Jun 25, 2024, 09:00 ET

SHERMAN, Texas, 25 de junio de 2024 /PRNewswire-HISPANIC PR WIRE/ --

Un tribunal federal autorizó este Aviso

Toyota ha aceptado una conciliación de demanda colectiva para resolver reclamaciones de que los vehículos Toyota RAV4 2013-2018 ("Vehículos en cuestión") contienen un terminal de batería defectuoso. La Conciliación proporciona un programa de inspección y reembolso para ciertos gastos.

¿De qué trata esta demanda?

Los demandantes alegan que los Vehículos en cuestión contienen un terminal de batería defectuoso que puede hacer que el automóvil pierda energía eléctrica, que el vehículo se detenga y potencialmente cause un incendio. Toyota niega todas las reclamaciones y 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.



¿Quiénes están incluidos en la Conciliación?

Usted puede ser incluido en la Conciliación si actualmente es propietario o arrendatario o ha sido propietario o arrendatario anteriormente de un vehículo RAV4 2013-2018. Los Vehículos en cuestión están sujetos al Retiro n.º 23V-734 de la NHTSA, el "Retiro". Nota: Los vehículos híbridos no están incluidos en el Retiro ni en esta Conciliación.

¿Cuáles son los beneficios de la Conciliación?

La Conciliación propuesta proporciona un Programa de atención al cliente que incluye: (1) un Programa de inspección; (2) un Programa de reembolso de reemplazo de la batería; (3) un Programa de reembolso de gastos por desembolsos de reposición/repación no reembolsados; y (4) un Programa de reembolso único de gastos por desembolsos por eventos térmicos no reembolsados. Puede encontrar más información sobre la Conciliación accediendo al sitio web donde usted puede (i) ver documentos de la conciliación, (ii) determinar si está incluido en la Conciliación y (iii) presentar una reclamación. Esta Conciliación no resuelve ninguna reclamación por lesiones personales o muerte por negligencia.

¿Cuáles son mis opciones?

PRESENTAR UNA RECLAMACIÓN. Podrá presentar una reclamación de reembolso en www.RAV4BatteryAssemblySettlement.com para los siguientes programas:

- Programa de reembolso por sustitución de baterías que proporciona un reembolso parcial para sustituir una batería del Grupo 26R por una batería del Grupo 35 en los Vehículos en cuestión. La fecha límite para presentar reclamaciones es el **25 de junio de 2025**.
- Un Programa de reembolso de gastos por desembolsos de reposición/reparación no reembolsados que proporciona el reembolso de costos incurridos antes del **25 de junio de 2024**, en relación con reparaciones o sustituciones de piezas del conjunto de sujeción de la batería y (ii) gastos razonables relacionados de alquiler o remolque. La fecha límite para presentar dichas reclamaciones es el **1 de diciembre de 2024**.
- Programa de reembolso único de gastos por desembolsos por eventos térmicos no reembolsados que proporciona el reembolso de los costos incurridos antes del **25 de junio de 2025**, o 30 días después de la fecha en que esté disponible el Recurso de retiro, lo que ocurra primero, por daños por gastos de desembolsos no reembolsados al Vehículo en cuestión o daños a la propiedad causados por un Evento térmico único ocasionado por el supuesto defecto en el ensamble por sujeción de la batería y gastos razonables relacionados de alquiler o remolque. La fecha límite para presentar dichas reclamaciones es el **1 de julio de 2025**.

OBJETAR. Usted puede escribirle al Tribunal para explicar por qué no está de acuerdo con la Conciliación. Si objeta la Conciliación, seguirá siendo miembro del Grupo (si es elegible de otro modo) y seguirá liberando las reclamaciones cubiertas por esta Conciliación. Debe objetar antes del **30 de septiembre de 2024**.

EXCLUIRSE. Si desea excluirse de la Conciliación y no recibir beneficios de la conciliación, debe presentar una solicitud para excluirse u "optar por excluirse" de la Conciliación con un matasellos, a más tardar, del **21 de octubre de 2024**. Si lo hace, preservará sus derechos de demandar a Toyota.

ASISTIR A LA AUDIENCIA DE IMPARCIALIDAD. El Tribunal celebrará una audiencia el **19 de noviembre de 2024, a las 9:00 a.m. CST**, para considerar si concede la aprobación final de la Conciliación, incluidos los honorarios de los abogados, costos y gastos de hasta \$13.6 millones y los Pagos por servicios de los representantes del Grupo de demandantes de hasta \$5,000 cada uno. 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 usted puede asistir por su cuenta, si lo desea.

NO HACER NADA. Si es miembro del Grupo de demandantes y no hace nada, usted no recibirá los beneficios proporcionados en virtud de la Conciliación, y renunciará al derecho de demandar a Toyota por los problemas de la demanda.

Para obtener más información, llame al 1-877-522-3626 o visite

www.RAV4BatteryAssemblySettlement.com.

FUENTE Tribunal de Distrito de los Estados Unidos para el Distrito Este de Texas, División Sherman

URL: **www.RAV4BatteryAssemblySettlement.com**

FUENTE United States District Court for the Eastern District of Texas, Sherman Division