

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**If you are a current or former owner or lessee of a Model Year 2004 to early 2006 Toyota Sienna AWD or mobility van, you could get benefits from a class action settlement.**

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

- A nationwide settlement has been reached in a class action lawsuit about whether the run-flat tires that came factory-equipped on certain model year 2004 to early 2006 Toyota Siennas are susceptible to premature or uneven wear, among other claims. The Siennas that came factory-equipped with run-flat tires are the AWD or mobility models.
- This Spring, Toyota implemented a Customer Support Program in response to some customer concerns regarding premature or uneven wear on the run-flat tires on those Toyota Siennas. The settlement builds upon the existing Customer Support Program which provides a supplemental tire warranty and reimbursement to people who already replaced their run-flat tires.
- Your legal rights are affected whether you act, or don't act, so please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>EXCLUDE YOURSELF</b>	This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendants about the legal claims released in this settlement.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the settlement.
<b>DO NOTHING</b>	Give up rights to be part of any other lawsuit against the Defendants about legal claims released by the settlement, but you get the benefits of the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement, so that the benefits may be provided. Please be patient.

**QUESTIONS? CALL TOLL-FREE 1-800-572-1157 OR VISIT [WWW.RFTPROGRAM.COM](http://WWW.RFTPROGRAM.COM)**

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## BASIC INFORMATION

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options, before the Court decides whether to give "final approval" to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

Judge Samuel Conti of the United States District Court for the Northern District of California is overseeing this class action lawsuit. The case is known as *Ciabattari v. Toyota Motor Sales U.S.A., Inc. et al*, No. 3:05cv4289. The people who sued are called the "Plaintiffs," and the companies they sued, Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.; Goodyear Dunlop Tires North America LTD; and Bridgestone Firestone North American Tire, LLC are called the "Defendants."

### 2. What is the lawsuit about?

The lawsuit concerns Toyota Sienna vehicles, model year 2004, 2005, or 2006, produced on or before September 17, 2005, that came factory equipped with run-flat tires, referred to through out as "Class Vehicles." The Siennas that came factory-equipped with run-flat tires are the AWD or mobility models. The lawsuit says the Defendants should have known about the alleged tire wear problems with the Class Vehicles, the tire pressure warning system and/or design of the Class Vehicles allegedly causing tire wear, and that the Class Vehicles' lack a spare tire and spare tire storage space. Defendants deny these allegations and stand behind and support their products.

### 3. What is uneven or premature wear?

Uneven tire wear means uneven wear between the center treads and the shoulder tread. Premature tire wear means a tread depth of less than 3/32" at any center tread.

### 4. What tires are included in the settlement?

Dunlop SP Sport 4000 DSST P225/60R17 and Bridgestone B380 P225/60R17 run-flat tires are included in the settlement.

### 5. Why is this a class action?

In a class action one or more people called "Class Representatives" (in this case, Mark Ciabattari, Jess Collinson, Scott Pollack, Thomas Hunt, Kyle Bressler, Tom Pear, Stanley Monk, Patricia and Michael Beard and David Pollack) sue on behalf of people who have similar claims. All of these people are a "Class" or "Class members." One court resolves the issues for all Class members, except for those who exclude themselves from the Class.

### 6. Why is there a settlement?

Both sides agreed to a settlement to avoid the cost and risk of a trial, and so that the people affected can get benefits, in exchange for releasing the Defendants from liability. The settlement does not mean that the Defendants broke any laws, and the Court did not decide which side was right. The Class Representatives and the lawyers representing them think the settlement is best for all Class members.

## WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class member.

### 7. How do I know if I am part of the settlement?

The Court decided that the settlement includes people in the United States who currently own or lease, or previously owned or leased, a Toyota Sienna vehicle, model year 2004, 2005, or 2006, produced on or before September 17, 2005, that came factory-equipped with run-flat tires. The Siennas that came factory-equipped with run-flat tires are the AWD or mobility models.

### 8. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, you may call 1-800-572-1157 with questions.

## THE BENEFITS—WHAT YOU GET

### 9. What are the Benefits?

The benefits include:

**Toyota's Supplemental Tire Warranty** - Replacement run-flat tires for a period of 3 years or 36,000 miles from the date of first vehicle use, whichever comes first, if the vehicle's run-flat tires need to be replaced for uneven or premature tire wear under normal use. This warranty is limited to Class Vehicles originally equipped with Dunlop SP Sport 4000 DSST P225/60R17 and/or Bridgestone B380 P225/60R17 run-flat tires. Uneven tire wear means uneven wear between the center treads and the shoulder tread. Premature tire wear means a tread depth of less than 3/32" at any center tread. To receive coverage under the Supplemental Tire Warranty, the work must be done at an authorized Toyota dealer.

**Reimbursement** - to Class members who paid for replacement of their run-flat tires due to premature or uneven wear within the supplemental warranty period and before August 7, 2006. If worn run-flat tires were replaced with run-flat tires, Class members will be reimbursed the cost of the tire(s), balancing, mounting, wheel weights and installation. If worn run-flat tires were replaced with conventional tires, Class members can either: (1) get reimbursed for the cost of the tire(s), balancing, mounting, wheel weights and installation, or (2) replace the conventional tires with new run-flat tires at no charge. If you already were reimbursed for replacing worn run-flat tires, you will not be reimbursed for the same run-flat tires again.

More details are in a document called the Settlement Agreement and which is available at [www.rftprogram.com](http://www.rftprogram.com).

### 10. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class members will be releasing the Defendants and related people and entities for all the claims described and identified in paragraph 10 of the Settlement Agreement. The Settlement Agreement is available at [www.rftprogram.com](http://www.rftprogram.com). The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

**QUESTIONS? CALL TOLL-FREE 1-800-572-1157 OR VISIT [WWW.RFTPROGRAM.COM](http://WWW.RFTPROGRAM.COM)**

You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

## HOW TO GET BENEFITS

### 11. How do I get the benefits of the Supplemental Tire Warranty?

If you think your Class Vehicle is showing signs of uneven or premature wear, take it to your local Toyota dealer. If your vehicle is covered by the supplemental tire warranty and the dealer determines that your run-flat tires have uneven or premature wear under normal use, your tires will be replaced with either two or four new run-flat tires, according to the Owner's Manual and the particular wear observed.

### 12. What if I already had my tires replaced?

If you paid for replacement of your run-flat tires due to premature or uneven wear within the supplemental warranty period and before August 7, 2006 you may be eligible for reimbursement. If you replaced your worn run-flat tires with new run-flat tires, you are eligible to be reimbursed the cost of the tire(s), balancing, mounting, wheel weights and installation. If you replaced your worn run-flat tires with conventional tires, you can either: (1) get reimbursed for the cost of the conventional tire(s), balancing, mounting, wheel weights and installation, or (2) replace the conventional tires with new run-flat tires at no charge.

You can ask for reimbursement by mailing: (1) your name, address, telephone number; (2) a copy of your repair order which includes the reason for replacement; (3) proof-of-payment; and (4) proof-of-ownership, to:

Toyota Motor Sales, U.S.A., Inc.  
Toyota Customer Experience, WC 10  
19001 South Western Ave.  
Torrance, CA 90509

Replacement of tire(s) due to damage caused by accident, puncture, or road hazard impact are not eligible for reimbursement. If you already were reimbursed for replacing worn run-flat tires you will not be reimbursed for the same run-flat tires again.

### 13. What if my claim for reimbursement is denied?

There is a process in the settlement to resolve disagreements between you and the Defendants over your claim. You will get further details in the letter you receive about your claim. The Settlement Agreement available at [www.rftprogram.com](http://www.rftprogram.com) also provides more information.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants over the legal issues in this case, then you must take steps to get out of this settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class.

QUESTIONS? CALL TOLL-FREE 1-800-572-1157 OR VISIT [WWW.RFTPROGRAM.COM](http://WWW.RFTPROGRAM.COM)

#### **14. If I exclude myself, can I get anything from this settlement?**

No. Although you are still eligible for the benefits provided by Toyota's Customer Support Program, you will not get any of the benefits provided by this settlement. If you ask to be excluded you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against the Defendants in the future. You will not be bound by anything that happens in this lawsuit.

#### **15. If I don't exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit on the released claims.

#### **16. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Ciabattari v. Toyota Motor Sales U.S.A., Inc.* and mention the case number (No. 3:05cv4289). Be sure to include: (1) your full name and current address; (2) year and model of vehicle; (3) approximate date of purchase or lease; (4) whether you still own/lease the vehicle; (5) the VIN number of your vehicle if you still own/lease it; and (5) your signature. You can't ask to be excluded over the phone or at the website. You must mail your exclusion request postmarked no later than **October 16, 2006** to:

Run-Flat Tire Exclusions  
PO Box 6515  
Portland, OR 97228

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in the case?**

The Court has appointed these lawyers to represent you and other Class members as "Class Counsel":

Mark F. Anderson, Esq.  
Kemnitzer, Anderson, Barron & Ogilvie, LLP  
445 Bush Street, Sixth Floor  
San Francisco, CA 94108

James E. Miller, Esq.  
Shepherd, Finkelman, Miller & Shah, LLC  
65 Main Street  
Chester, CT 06412

Robin E. Nackman, Esq.  
Bernstein, Nackman & Feinberg  
67 Wall Street, 22nd Floor  
New York, NY 10005

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

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### 18. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs and expenses not to exceed \$945,000. Class Counsel will also ask for a payment of up to \$5,000 for each of the 9 Class Representatives (Mark Ciabattari, Jess Collinson, Scott Pollack, Thomas Hunt, Kyle Bressler, Tom Pear, Stanley Monk, Patricia and Michael Beard (treated as one) and David Pollack) who helped the lawyers on behalf of the whole Class. The Court may award less than these amounts. The Defendants will separately make the payments that the Court orders. These payments will not reduce the value of the benefits distributed to Class members. The Defendants will also separately pay the costs to administer the settlement.

## OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

### 19. How do I tell the Court if I don't like the settlement?

You can object to the settlement if you don't like some part of it. You can give reasons why you think the Court should not approve it. To object, send a letter saying that you object to *Ciabattari v. Toyota Motor Sales U.S.A., Inc.* and mention the case number (No. 3:05cv4289). Be sure to include: (1) your full name, current address, and telephone number; (2) year and model of vehicle; (3) whether you still own/lease the vehicle; (4) approximate date of purchase or lease; (5) the VIN number of your vehicle; (6) reasons why you object to the settlement; and (7) your signature. Provide any copies of any other documents that you wish to submit in support of your objection. Mail the objection to these three different places postmarked no later than **October 16, 2006**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court United States District Court for the Northern District of California 450 Golden Gate Ave. San Francisco, CA 94102	Mark F. Anderson, Esq. Kemnitzer, Anderson, Barron & Ogilvie, LLP 445 Bush Street, Sixth Floor San Francisco, CA 94108	Thomas M. Riordan, Esq. O'Melveny & Myers LLP 610 Newport Center Dr. Newport Beach, CA 92660

### 20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

## **21. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at 10:00 a.m. on Friday, **November 17, 2006**, at the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Conti will only listen to people who have asked to speak at the hearing (See Question 23 below). The Court will also decide how much to pay the lawyers representing Class members and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

## **22. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Conti may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

## **23. May I speak at the hearing?**

If you file an objection (see Question 19 above) you may also ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Ciabattari v. Toyota Motor Sales U.S.A, Inc.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be postmarked no later than **October 16, 2006**, and be sent to the addresses listed in Question 19. You cannot speak at the hearing if you excluded yourself from the Class.

## **GETTING MORE INFORMATION**

## **24. How do I get more information?**

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [www.rftprogram.com](http://www.rftprogram.com). You may also write with questions to Run-Flat Tire Settlement, PO Box 6515, Portland, OR 97228. You can also call the toll free number, 1-800-572-1157.