

1 STEVE W. BERMAN (*pro hac vice*)
2 (WA SBN 12536)
3 Email: steve@hbsslaw.com
4 HAGENS BERMAN SOBOL
5 SHAPIRO LLP
6 1918 Eighth Avenue, Suite 3300
7 Seattle, WA 98101
8 Telephone: (206) 623-7292
9 Facsimile: (206) 623-0594

MARC M. SELTZER
(CA SBN 054534)
Email: mseltzer@susmangodfrey.com
SUSMAN GODFREY L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067
Telephone: (310) 789-3100
Facsimile: (310) 789-3150

FRANK M. PITRE (CA SBN 100077)
Email: fpitre@cpmlegal.com
COTCHETT, PITRE & MCCARTHY
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: (650) 697-6000
Facsimile: (650) 697-0577

*Co-Lead Plaintiffs' Counsel for
Economic Loss Cases*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

IN RE: TOYOTA MOTOR CORP.
UNINTENDED ACCELERATION
MARKETING, SALES PRACTICES,
AND PRODUCTS LIABILITY
LITIGATION

Case No. 8:10ML2151 JVS (FMOx)

**NOTICE OF FILING OF
CORRECTED PLAN OF
ALLOCATION FOR CASH
PAYMENT IN LIEU OF BOS AND
AMENDMENT NO. 1 TO
SETTLEMENT AGREEMENT**

THIS DOCUMENT RELATES TO:

ALL ECONOMIC LOSS CASES

NOTICE OF FILING

1 The Economic Loss Plaintiffs hereby give notice of filing of the following
2 documents: (i) Corrected Plan of Allocation for Cash Payment in Lieu of BOS
3 (attached as Exhibit A), filed to correct typographical errors; and (ii) Amendment
4 No. 1 to Settlement Agreement (attached as Exhibit B), filed to amend sections
5 II(A)(2)(c) and II(A)(4)(c) to the Settlement Agreement dated December 26, 2012.
6

7 DATED: March 4, 2013 HAGENS BERMAN SOBOL SHAPIRO LLP
8

9
10 By: /s/ Steve W. Berman

Steve W. Berman

HAGENS BERMAN SOBOL SHAPIRO LLP

1918 Eighth Avenue, Suite 3300

Seattle, WA 98101

Telephone: (206) 623-7292

Facsimile: (206) 623-0594

Email: steve@hbsslaw.com

15 Marc M. Seltzer, Bar No. 054534

SUSMAN GODREY L.L.P.

1901 Avenue of the Stars, Suite 950

Los Angeles, CA 90067-6029

Telephone: (310) 789-3100

Facsimile: (310) 789-3150

Email: mseltzer@susmangodfrey.com

20 *Co-Lead Counsel for Economic Loss Plaintiffs*

21 Frank M. Pitre, Bar No. 100077

COTCHETT, PITRE & MCCARTHY

840 Malcolm Road, Suite 200

Burlingame, CA 94010

Telephone: (650) 697-6000

Facsimile: (650) 697-0577

Email: fpitre@cpmlegal.com

26 *Lead Counsel for Non-Consumer Economic Loss*
27 *Plaintiffs*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party through the Court’s electronic filing service on March 4, 2013.

/s/ Steve W. Berman
Steve W. Berman

Exhibit A

**CORRECTED PLAN OF ALLOCATION FOR CASH
PAYMENT IN LIEU OF BOS**

The law in various jurisdictions differs on the issue of whether, in order to bring claims, a Class Member's Subject Vehicle must have manifested a UA event. Allocation Counsel was appointed to represent the interests of Class Members in Manifestation, Non-Manifestation States, and states where the law is unclear, respectively. The determination of Non-Manifestation States, Manifestation States, and Unclear States has been done solely by Plaintiffs' Class Counsel. The states are classified for the purposes of this allocation as provided below. The following lawyers were appointed as Allocation Counsel: Michael Kelly was appointed for Non-Manifestation States, Jayne Conroy for Manifestation States, and Ben Bailey for Unclear States. The allocation set forth below resulted from an allocation mediation supervised by Settlement Special Master Patrick Juneau.

As part of the Settlement, Toyota has agreed to pay the sum of \$250,000,000 for eligible Class Members who own or lease a Subject Vehicle as of the date the Preliminary Approval Ordered is entered, if they comply with the Claims requirements of the Settlement, unless: (a) their Subject Vehicle is a hybrid vehicle; (b) they already actually received BOS on their Subject Vehicle; or (c) they are eligible to receive BOS on their Subject Vehicle. The maximum per vehicle claim that can be made on this fund is \$125 ("BOS fund maximum payment"), which is Plaintiffs' Class Counsel's or their experts' estimated value for BOS. Class Members in Non-Manifestation States, Manifestation States, and Unclear States will be entitled to the same respective

percentages of the maximum as found in the Plan of Allocation for the Alleged Diminished Value Fund. So, for example, if the BOS fund maximum payment to a Class Member in a Non-Manifestation State would be \$125, a Class Member in an Unclear State would receive \$87.50 (70% of \$125), and a Class Member in a Manifestation State would receive \$37.50 (30% of \$125).

Subject to any pro rata reduction as provided in the Agreement, the allocation shall be as follows:

If an eligible class member purchased, leased or now resides in a Non-Manifestation State:	100 percent of the BOS fund maximum payment
If an eligible class member purchased, leased or now resides in a Manifestation State:	30 percent of the BOS fund maximum payment
If an eligible class member purchased, leased or now resides in an Unclear State	70 percent of the BOS fund maximum payment

Class Members in Manifestation States and Unclear States will be entitled to the same payment as Class Members in a Non-Manifestation State if such Class Members, on or before December 1, 2012, reported to Toyota, a Toyota Dealer, or NHTSA that they believed that one or more of the following symptoms occurred in their Subject Vehicle: an unintended acceleration-related symptom as to which Toyota inspected the Subject Vehicle and was unable to identify the cause of the symptom; the possible loss of brake vacuum assist; an accelerator pedal that may be slow to return or stick in a partially depressed position; interference with the vehicle's accelerator pedal with an incompatible or unsecured floor mat; increasing acceleration of the vehicle despite depressing only the brake pedal; acceleration (or failure to decelerate) when both the brake and accelerator

pedals were depressed; rough or otherwise undesirable transmission shift sensation; the brakes did not respond as expected; unfamiliarity with the push-button on/off button; unexpected operation of the cruise control system; one or more drivability concerns (e.g., hesitation, surging, lurching, etc.); or high engine RPM at idle.

If unclaimed funds remain after the claims period has expired and the unclaimed funds are sufficient to bring all eligible Manifestation States and Unclear States claimants up to 100% of eligible payment, the unclaimed funds shall be applied for those purposes. Any remaining unclaimed funds shall be distributed pursuant to Section II(A)(2)(c) of the Settlement Agreement.

If unclaimed funds remain after the claims period has expired and the amount of unclaimed funds is insufficient to bring all eligible Manifestation States and Unclear States claimants up to 100% of eligible payment, the remainder will be split 50% to Manifestation States claimants and 50% Unclear States claimants. In the event that either group of claimants is brought up to 100%, the balance of unclaimed funds will be applied to the other group of claimants.

Non-Manifestation States:

Alaska, Arizona, California, Connecticut, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, and West Virginia.

Manifestion States:

Arkansas, District of Columbia, Indiana, Mississippi, New Hampshire, North Carolina, North Dakota, South Carolina, Utah, and Wisconsin.

Unclear States:

Alabama, Colorado, Delaware, Florida, Georgia, New York, Virginia, and Wyoming.

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

**IN RE: TOYOTA MOTOR CORP.
UNINTENDED ACCELERATION
MARKETING, SALES PRACTICES, AND
PRODUCTS LIABILITY LITIGATION**

Case No. 8:10ML2151 JVS (FMOx)

This Document Relates to:

ALL ECONOMIC LOSS ACTIONS

AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT

Section II(A)(2)(c) of the Settlement Agreement dated December 26, 2012 is amended to provide the following:


- c. If amounts remain in this fund after payment to all eligible Class Members based on the protocol discussed in this Section II(A)(2) following the expiration of the Claim Period, then the remaining amounts will be distributed by the Escrow Agent equally to: (i) contribute to the Cash Payment in Lieu of BOS Fund described in Section II(A)(4), below, in the event that such fund is unable to satisfy all authorized claims up to 100% of eligible payment; and (ii) to reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor. If additional contributions to the Cash Payment in Lieu of BOS Fund described in Section II(A)(4), below, enables that fund to satisfy all authorized claims up to 100% of eligible payment, then the remaining amount will be distributed equally to (i) reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor; and (ii) contribute to the Automobile Safety and Education Program fund described in Section II(A) (6). If the administrative and/or notice costs are fully reimbursed and the Cash Payment in Lieu of BOS Fund has been fully funded to enable all claims within that fund to be paid 100%, then the further remaining amounts will be applied to the Automobile Safety and Education Program fund described in Section II(A) (6), below.

Section II(A)(4)(c) of the Settlement Agreement dated December 26, 2012 is amended to provide the following:

- c. If amounts remain in this fund after payment to all eligible Class Members based on the protocol discussed in this Section II(A)(4) following the expiration of the Claim Period, then the remaining amounts will be distributed by the Escrow Agent equally to: (i) contribute to the Cash Payment for Alleged Diminished Value Fund described in Section II(A)(2), above, in the event that such fund is unable to satisfy all authorized claims up to 100% of eligible payment; and (ii) to reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor. If additional contributions to the Cash Payment for Alleged Diminished Value Fund described in Section II(A)(2), above, enables that fund to satisfy all authorized claims up to 100% of eligible payment, then the remaining amount will be distributed equally to: (i) reimburse the fees and costs paid by Toyota to the Class Action Settlement Administrator, Settlement Notice Administrator, or any other third-party vendor; and (ii) contribute to the Automobile Safety and Education Program described in Section II(A)(6). If the administrative and/or notice costs are fully reimbursed and the Cash Payment for Alleged Diminished Value Fund has been fully funded to enable all claims within that fund to be paid 100%, then the further remaining amounts will be applied to the Automobile Safety and Education Program fund described in Section II(A)(6), below.

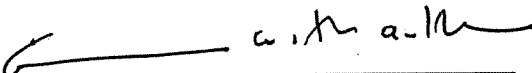
Agreed to on the date indicated below.

APPROVED AND AGREED TO BY PLAINTIFFS' CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

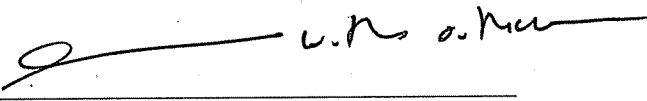
BY  _____

DATE: March 1, 2013

STEVE W. BERMAN
HAGENS BERMAN SOBOL SHAPIRO LLP

BY  _____
FRANK M. PITRE
COTCHETT, PITRE & MCCARTHY, LLP

DATE: March 1, 2013

BY  _____
MARC M. SELTZER
SUSMAN GODFREY LLP

DATE: March 1, 2013

APPROVED AND AGREED TO ON BEHALF OF TOYOTA MOTOR CORPORATION AND
TOYOTA MOTOR SALES, U.S.A., INC.

BY _____
JOHN P. HOOPER
REED SMITH LLP

DATE: March __, 2013

APPROVED AND AGREED TO BY PLAINTIFFS' CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY _____

DATE: March __, 2013

STEVE W. BERMAN
HAGENS BERMAN SOBOL SHAPIRO LLP

BY _____

DATE: March __, 2013

FRANK M. PITRE
COTCHETT, PITRE & MCCARTHY, LLP

BY _____

DATE: March __, 2013

MARC M. SELTZER
SUSMAN GODFREY LLP

APPROVED AND AGREED TO ON BEHALF OF TOYOTA MOTOR CORPORATION AND
TOYOTA MOTOR SALES, U.S.A., INC.

BY  _____
JOHN P. HOOPER
REED SMITH LLP

DATE: March 1, 2013