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24<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON  
STATE OF LOUISIANA

NO. 583-318

DIVISION "O"

SARAH AND JEFF MECKSTROTH,  
Individually and as Representatives of the Class of Persons Similarly Situated

VERSUS

TOYOTA MOTOR SALES, U.S.A., INC.  
and CLIFTON LEBLANC LEXUS OF NEW ORLEANS

FILED:

11/14/06

*Schlise Bourne*  
DEPUTY CLERK

**JOINT MOTION TO APPROVE CORRECTION  
OF TYPOGRAPHICAL ERROR IN SETTLEMENT AGREEMENT  
AND TO ORDER POSTING OF AN EXPLANATION ON THE INTERNET**

NOW INTO COURT, through undersigned counsel, come plaintiffs, Sarah and Jeff Meckstroth, et al., and defendant, Toyota Motor Sales, U.S.A., Inc., who move the court to approve revision of their Settlement Agreement to correct a typographical error. The table on Page 7 of the Settlement Agreement, in contrast to every other similar table within the Settlement Agreement and incorporated exhibits, incorrectly includes as Eligible Vehicles Lexus ES 300's, model years 1996 through 2002. This table should be revised consistent with the intent of the parties to reflect that only Lexus ES 300's model years 1997 through 2002 are part of the settlement. Model year 1996 is not part of the class or the settlement. The class notices approved by this Court and plaintiffs' Third Amended and Supplemental Petition and the Court's Order preliminarily approving the settlement and certifying the class, only include Lexus ES 300's, model years 1997 through 2002. (See attached Exhibit "A" Class Notice, Exhibit "B" Detailed Notice, Exhibit "C" Talking Points Exhibit to Settlement Agreement and Exhibit "D" Third Amended and Supplemental Petition.) This settlement was bound under the supervision of the court appointed Special Master, such that the Court is aware of the scope of the settlement.

The Notices direct interested recipients to the Settlement Agreement posted on the internet at [www.oilgettlement.com](http://www.oilgettlement.com). The Notice Administrator has posted a copy of the erroneous Settlement Agreement on the website. The erroneous table should now be removed and replaced with a corrected table.

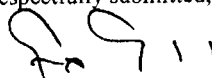
Plaintiffs and defendant further suggest to the Court that approximately 16% of Class Notices have been mailed to putative Class Members. The current and original owners of the

*ERB*

1996 Lexus ES 300 were not among those individuals to whom such notice was sent. However to the extent that any Class Member may have received notice and who own/lease or owned/leased 1996 Lexus ES 300's and whose vehicles experienced oil gel, the Notice Administrator has recommended that, to avoid any confusion, an explanation be posted on the website, as set out in the Notice Administrator's affidavit attached hereto as Exhibit "E."

Therefore, plaintiffs and defendants move the Court to approve the correction of page 7 of the Settlement Agreement to correctly reflect that the Lexus ES 300 model years subject to the Settlement Agreement are 1997 through 2002 and further order that the revised Settlement Agreement be posted on the [www.oilgelsettlement.com](http://www.oilgelsettlement.com) website. Plaintiffs and defendant further move that the Court authorize and direct the Notice Administrator, Hilsoft Notifications, to immediately post an explanation in substantially the same form as set out in Exhibit "E."

Respectfully submitted,



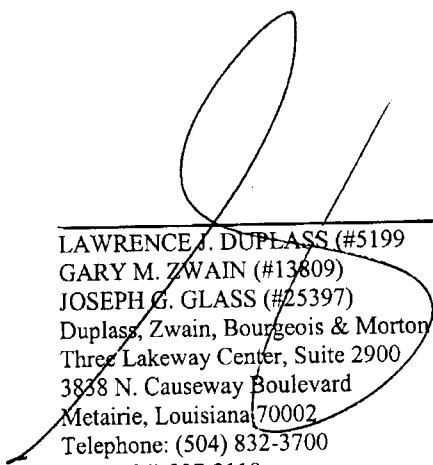
---

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Telephone: (504) 523-0400

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ATTORNEYS FOR TOYOTA MOTOR  
SALES, U.S.A., INC.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing has been served upon all counsel of record herein via facsimile and by depositing same in the United States mail, properly addressed and postage prepaid, this 13 day of Nov, 2006.



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24<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON  
STATE OF LOUISIANA

NO. 583-318

DIVISION "O"

SARAH AND JEFF MECKSTROTH,  
Individually and as Representatives of the Class of Persons Similarly Situated

VERSUS

TOYOTA MOTOR SALES, U.S.A., INC.  
and CLIFTON LEBLANC LEXUS OF NEW ORLEANS

FILED: \_\_\_\_\_

DEPUTY CLERK

**ORDER**

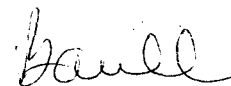
**CONSIDERING THE FOREGOING,**

**IT HEREBY ORDERED, ADJUDGED AND DECREED** that upon consultation of the Court's Special Master and this Court finding that the Settlement Agreement was not intended to include within the scope of its provision the 1996 Lexus ES 300, and that the reference thereto on Page 7 of the Settlement Agreement is a typographical error, the aforementioned Joint Motion to Approve Correction of Typographical Error in Settlement Agreement and to Order Posting of An Explanation on The Internet shall be, and hereby is, granted and that:

- 1) the Settlement Agreement be revised at page 7 to correctly reflect that the Lexus ES 300 model years subject to the Settlement Agreement are 1997 through 2002;
- 2) the revised Settlement Agreement be posted on the [www.oilgelsettlement.com](http://www.oilgelsettlement.com) website; and
- 3) the Notice Administrator, Hilsoft Notifications is hereby ordered to immediately post an explanation on the oilgel.com website in substantially the same form as set out in Exhibit "E."

Gretna, Louisiana this 14<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
JUDGE



IMAGED NOV 15 '06 *SPB*

# People who bought or leased a Toyota or Lexus could get benefits from a class action settlement.

— If you still have the vehicle identified below, tear off the certificate and put it in your glove box. —

A nationwide settlement has been reached in a class action lawsuit about whether certain Toyota and Lexus vehicles are predisposed to develop oil gel. The settlement continues and enhances a Toyota/Lexus Customer Support Program and allows people who had claims that were denied to submit them to a neutral third party evaluator.

If you're included, you may ask for benefits, or you can exclude yourself, or object. The 24th Judicial District Court for the Parish of Jefferson, State of Louisiana authorized this notice, and will have a hearing to decide whether to approve the settlement. Get more detailed information at the website or by calling 1-888-279-4405.

## WHO'S INCLUDED?

If you got this notice in the mail, you have been identified as someone who may be included in the Class action. Class members are people who bought or leased one of the vehicles in the center box when it was new, currently own or lease one, or owned or leased one in 2002 and received a mailing from Toyota/Lexus about this issue.

## WHAT'S THIS ABOUT?

In 2002, Toyota/Lexus established a Customer Support Program giving vehicle owners additional protection beyond the warranty for damages from oil gel or sludge. Oil gel is a thick, gummy substance that impedes operation of the engine, causes damage to engine parts and can, in some cases, require engine replacement. The lawsuit says that the vehicles covered by the Toyota/Lexus program were defective, leading to oil gel and expensive repairs and other expenses. It also says Toyota/Lexus did not describe the benefits of the Customer Support Program to customers. Toyota/Lexus says that following its recommended maintenance schedule should prevent your vehicle from experiencing oil gel. The settlement doesn't mean that Toyota or Lexus vehicles are predisposed to develop oil gel. The Court did not decide which side was right. Instead, the settlement resolves the case and gives benefits to Class members.

## WHAT DOES THE SETTLEMENT PROVIDE?

Toyota/Lexus has agreed to continue and enhance the Customer Support Program, to describe its features in a settlement agreement, and also to make them known in a "glove box notice" (see below) issued with this settlement notice. The Customer Support Program describes who qualifies, and how to qualify, for oil gel related repairs and reimburse-

ments; tells customers they have an additional 120 days after the end of the eight (8) year program coverage to submit claims for reimbursement; and allows customers to submit any denied claim for repair or reimbursement to a neutral third party evaluator for review and a final decision. If your eight (8) year eligibility for the program ended before you received this notice about the class action settlement, you have until March 15, 2007 to make a claim, so long as your oil gel problem occurred within eight (8) years from the date of purchase sale or lease. You can read all the details in the settlement agreement at [www.oilgelsettlement.com](http://www.oilgelsettlement.com).

## HOW DO YOU GET THE BENEFITS?

If your vehicle has symptoms of oil gel (blue smoke from tail pipe, illumination of the check engine light on the instrument panel, or excessive oil consumption) take it to your Toyota/Lexus dealer. If your vehicle is covered by the program and you have made reasonable maintenance efforts, and it has an oil gel problem, your vehicle will be repaired, and your reasonable incidental expenses will be paid. If you paid for oil gel repairs or related expenses in the past, and have not been reimbursed, or your claim for reimbursement was denied in the past, please call one of the numbers in the glove box notice below.

## WHAT ARE YOUR OTHER RIGHTS?

If you don't want to be legally bound by the settlement, you must exclude yourself by **December 30, 2006**, or you won't be able to sue, or continue to sue, Toyota/Lexus about the legal claims this case resolves, ever again. If you exclude yourself, you may not get settlement agreement benefits, but you will, if eligible, get Customer Support Program benefits. If you stay in the settlement, you may object to it by **December 30, 2006**. The detailed notice explains how to exclude yourself or object.

The Court will hold a hearing in this case, *Meckstroth v. Toyota Motor Sales, U.S.A., Inc. et al.*, No. 583-318, on **February 7, 2007** and continue, if necessary, on **February 8, 2007**, to

consider whether to approve the settlement, and a request by the lawyers representing Class members for fees up to \$1.8 million and expenses of up to \$150,000, plus up to \$50,000 for the Class representatives who helped the lawyers on behalf of the whole Class. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you don't have to. For more information about your legal rights, call 1-888-279-4405 or go to the website listed below.

WHICH VEHICLES?	
Model	Model Year
Camry 4cyl.	1997-2001
Camry 6 cyl.	1997-2002
Solara 4 cyl.	1999-2001
Solara 6 cyl.	1999-2002
Sienna 6 cyl.	1998-2002
Avalon 6 cyl.	1997-2002
Celica 4 cyl.	1997-1999
Highlander 6 cyl.	2001-2002
ES300	1997-2002
RX300	1999-2002

1-888-279-4405

[www.oilgelsettlement.com](http://www.oilgelsettlement.com)

### The Toyota/Lexus oil gel Customer Support Program. Added protection for your vehicle.

— Place this in your Glove Box —

The Toyota/Lexus Customer Support Program ("CSP") protects this vehicle beyond the original vehicle warranty for damage from oil gel or sludge. Oil gel is a thick, gummy substance that impedes engine operation, causes damage to engine parts and can require engine replacement.

The CSP covers engine repairs and incidental damages due to engine oil gel for eight (8) years from the date of first sale or lease of this vehicle, with no mileage limitation, as long as you have made reasonable efforts to maintain the vehicle. You have an extra 120 days after that time to submit a claim under the CSP. The program will reimburse the cost of the repairs, and pay or reimburse reasonable incidental expenses in addition to the repair cost.

If this vehicle has or develops symptoms of oil gel (blue smoke from tail pipe; illumination of check engine light on the instrument panel; or excessive oil consumption), take it to a Toyota/Lexus dealer. If this vehicle

is still covered by the program and it has an oil gel problem, and it has been reasonably maintained, it will be repaired. You may submit any denied claim (even from a previous arbitration) to a neutral third party for a final decision.

If you previously paid for oil gel repairs or related expenses, call Toyota at 1-800-331-4331 or Lexus at 1-800-255-3987. Also, a "settlement agreement" describes rights under the CSP - see it at [www.oilgelsettlement.com](http://www.oilgelsettlement.com).

Under normal driving conditions, Toyota/Lexus recommends oil and filter changes every 7,500 miles or 6 months, whichever comes first. If driving frequent short trips, in dusty areas, or in very cold weather, Toyota/Lexus recommends oil and filter changes every 5,000 miles or 4 months. Get more information on "normal" and "special" driving conditions by consulting your owner information booklets, [www.toyota.com](http://www.toyota.com), or the Service or Customer Relations Manager at your local Toyota/Lexus dealership.

Notice Administrator for District Court  
PO Box 6336  
Portland, OR 97228-6336

Address Service Requested

**Legal Notice for Toyota and Lexus customers.**

**People who bought or leased  
a Toyota or Lexus could get benefits from  
a class action settlement.**

Place this in your Glove Box

Place this in your Glove Box

Place this in your Glove Box

Place this in your Glove Box

# **People who bought or leased a Toyota or Lexus 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 certain Toyota and Lexus vehicles are predisposed to develop oil gel.
- The settlement continues and enhances a Toyota/Lexus Customer Support Program and allows people that had claims which were denied to submit them to a neutral Third Party Evaluator.
- 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 against the Defendant about the legal claims in this case.
<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>	Accept the benefits of this settlement and give up rights to be part of any other lawsuit against the Defendant about the legal claims in this case.

- 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 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)  
PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

## WHAT THIS NOTICE CONTAINS

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**QUESTIONS? CALL TOLL-FREE 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)**  
**PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

## 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 Ross P. LaDart of the 24<sup>th</sup> Judicial District Court for Jefferson Parish, State of Louisiana is overseeing this class action lawsuit. The case is known as *Meckstroth v. Toyota Motor Sales, U.S.A., Inc. et al*, No. 583-318. The people who sued are called the “Plaintiffs,” and the company they sued, Toyota Motor Sales, U.S.A., Inc. is called the “Defendant.”

### 2. What is the lawsuit about?

In 2002, Toyota/Lexus established a Customer Support Program (“CSP”) giving vehicle owners additional protection beyond the warranty for damages from oil gel or sludge. The lawsuit says that the vehicles covered by the Toyota/Lexus program were defective, leading to oil gel and expensive repairs and other costs. It also says Toyota did not describe the benefits of the CSP to customers. Toyota/Lexus says that following its recommended maintenance schedule should prevent your car from experiencing oil gel.

### 3. What vehicles are included in the settlement?

The following Toyota or Lexus vehicles originally sold or leased in the continental United States and Alaska, equipped with 5S-FE four cylinder and/or 1 MZ-FE V-6 are included:

MAKE	MODEL	MODEL YEAR
Toyota	Camry 4cyl.	1997-2001
Toyota	Camry 6 cyl	1997-2002
Toyota	Solara 4 cyl.	1999-2001
Toyota	Solara 6 cyl.	1999-2002
Toyota	Sienna 6 cyl.	1998-2002
Toyota	Avalon 6 cyl.	1997-2002
Toyota	Celica 4 cyl.	1997-1999
Toyota	Highlander 6 cyl.	2001-2002
Lexus	ES300	1997-2002
Lexus	RX300	1999-2002

### 4. What is oil gel or sludge?

Oil gel or sludge is a thick, gummy substance that impedes operation of the engine, causes damage to engine parts and can, in some cases, require engine replacement. A vehicle may have oil gel if blue

**QUESTIONS? CALL TOLL-FREE 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)**  
**PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

smoke comes from the engine tail pipe, the check engine light on the instrument panel is on, or it consumes a lot of oil.

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

In a class action one or more people called “Class Representatives” (in this case, Jeff and Sarah Meckstroth) 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 Defendant from liability. The settlement does not mean that the Defendant 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 who bought or leased one of the vehicles listed in Question 3 above when it was new, currently own or lease one, or owned or leased one in 2002 and who received a mailing in 2002 from Toyota/Lexus about this issue.

### 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 1-888-279-4405 with questions.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 9. What does the settlement provide?

Toyota/Lexus has agreed to continue and enhance the CSP, to describe its features in a settlement agreement, and also to make them known in a “glove box notice” that was mailed to vehicle owners and lessees and which is available at the website. The CSP and the settlement:

- Covers engine repairs and incidental damages due to engine oil gel for eight (8) years from the date of first sale or lease of a vehicle with no mileage limitation, as long as you have made reasonable efforts to maintain the vehicle;

**QUESTIONS? CALL TOLL-FREE 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)  
PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

- Reimburses for repairs made within that period if you have made reasonable efforts to maintain your vehicle;
- Reimburses reasonable incidental expenses (this may include actual costs or expenses incurred that are not associated with engine repair, damage to vehicle beyond engine components, or reduction in value of vehicle);
- Allows customers to submit any denied claim for repair or reimbursement to a neutral Third Party Evaluator for review and the Class member and Toyota/Lexus agree to be bound by the evaluator's decision; and
- Gives customers an additional 120 days from the end of the eight (8) year program coverage to submit claims for reimbursement. If your eight (8) year eligibility for the program ended before you received your notice about the class action settlement, you have until March 15, 2007 to make a claim, so long as your oil gel problem occurred within eight (8) years from the date of purchase sale or lease.

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

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

If the settlement becomes final, Class members will be releasing the Defendant and related people and entities for all the claims described and identified in paragraph 33 of the Settlement Agreement. The Settlement Agreement is available at [www.oilgelsettlement.com](http://www.oilgelsettlement.com). The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. You can talk to one of the lawyers listed in Question 17 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. What if my vehicle shows signs of oil gel?

If your vehicle shows signs of oil gel (blue smoke coming from the engine tail pipe, illumination of the check engine light on the instrument panel, or excessive oil consumption), please take your vehicle to your Toyota/Lexus dealer. If your vehicle is still covered by the CSP and you made reasonable maintenance efforts, and it has an oil gel problem, it will be repaired and your reasonable incidental expenses will also be paid.

### 12. What if I already had my vehicle repaired?

If you paid for oil gel repairs or related expenses in the past, and have not been reimbursed, or your claim for reimbursement was denied in the past, please call Toyota at 1-800-331-4331 or Lexus at 1-800-255-3987 for further assistance.

### 13. What if my claim for repairs and/or incidental expenses is denied?

There is a process in the settlement to resolve disagreements between you and Toyota/Lexus over your claim. You can have a neutral Third Party Evaluator review your claim. You will get further details in the

**QUESTIONS? CALL TOLL-FREE 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)  
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letter you receive about your claim. The Settlement Agreement available at [www.oilgelsettlement.com](http://www.oilgelsettlement.com) also provides more information.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant 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.

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

If you exclude yourself, you may not get settlement agreement benefits, but you will, if eligible, get CSP benefits. 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 Defendant 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 Defendant for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

### 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 *Meckstroth v. Toyota Motor Sales, U.S.A., Inc.* and mention the case number (No. 583-318). Be sure to include your name, address, year, make, model and VIN number of your vehicle, your telephone number, and 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 **December 30, 2006** to:

Oil Gel Exclusions  
PO Box 6336  
Portland, OR 97228-6336

## 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”: Gary J. Gambel at Murphy, Rogers, Sloss & Gambel of New Orleans, LA; S. Ault Hootsell at Phelps Dunbar LLP of New Orleans, LA; and Joseph M. Bruno at Bruno & Bruno of New Orleans, LA. 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.

**QUESTIONS? CALL TOLL-FREE 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)**  
**PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

## 18. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees not to exceed \$1.8 million, plus \$150,000 in costs and expenses. Class Counsel will also ask for a payment of up to \$50,000 for the Class Representatives, who helped the lawyers on behalf of the whole Class. The Court may award less than these amounts. The Defendant will separately make the payments that the Court orders. These payments will not reduce the value of the benefits distributed to Class members. The Defendant will also separately pay the costs to administer the settlement, including the fees and expenses of the Third Party Evaluator.

## 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 *Meckstroth v. Toyota Motor Sales, U.S.A., Inc.* and mention the case number (No. 583-318). Be sure to include your name, address, telephone number, your signature, and the reasons why you object to the settlement. Mail the objection to these four different places postmarked no later than **December 30, 2006**:

Clerk of Court 24th Judicial District Court Jefferson Parish PO Box 10 Gretna, LA 70054	Gary J. Gambel, Esq. Murphy, Rogers, Sloss & Gambel Suite 400, One Shell Square 701 Poydras Street New Orleans, LA 70139	Gary M. Zwain, Esq. Duplass, Zwain, Bourgeois, Morton, Pfister & Weinstock 3838 N. Causeway Blvd., Suite 2900 Metairie, LA 70002	J. Robert Ates, Esq. Ates Law Firm 13726 River Rd, Suite A Destrehan, LA 70047
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## 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 and attend the hearing, you may ask to speak, but you don't have to attend or speak.

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

The Court will hold a Fairness Hearing at 9:00 a.m. on Wednesday, **February 7, 2007** and continue, if necessary, at 9:00 a.m. on **February 8, 2007**, at the Courthouse for the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana, 200 Derbigny St., Gretna, Louisiana. 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 LaDart will only listen to people who have timely asked to speak at the hearing

**QUESTIONS? CALL TOLL-FREE 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)**  
**PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

(See Question 23 below). After the hearing, the Court will decide whether to approve the settlement, and, if so, how much to pay the lawyers representing Class members. 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 LaDart 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?

You or your attorney may 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 Meckstroth 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 **January 18, 2007**, and be sent to the addresses listed in Question 19. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at 9 a.m. on **February, 7, 2007**. 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.oilgelsettlement.com](http://www.oilgelsettlement.com). You may also write with questions to Oil Gel Settlement, PO Box 6336, Portland, OR 97228. You can also call the toll free number, 1-888-279-4405.

**QUESTIONS? CALL TOLL-FREE 1-888-279-4405 OR VISIT [WWW.OILGELSETTLEMENT.COM](http://WWW.OILGELSETTLEMENT.COM)  
PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

**SUGGESTED ISSUES FOR "TALKING POINTS" EXHIBIT**

Q: Can I make a claim under the SPA / CSP?

A: Yes, under the following circumstances:

1. You currently own/lease or once owned/leased one of these vehicles:
2. The vehicle experienced / oil gel problems while you owned it or is currently experiencing oil gel problems.
3. You made reasonable efforts at maintaining the vehicle and
4. The vehicle was originally purchased or leased not more than eight years ago.

Q: What is oil gel?

A: Oil gel is a thick, gummy substance commonly referred to as "sludge" that can impede the operation of your vehicle's engine, cause damage to engine parts and, in some cases, require engine replacement.

Q: What causes oil gel?

A: A breakdown of the oil in your vehicle's engine. It is for this reason that Toyota stresses that all vehicle owners/lessees properly maintain their vehicles.

Q: How do I make a claim under the SPA/CSP?

A: If your vehicle is currently experiencing oil gel problems, take your vehicle to a Toyota/Lexus dealer. Tell the dealer about your oil gel problem and let him know about the car's maintenance history and about any oil gel related expenses you believe you have incurred, or

If you have already incurred engine repairs or incidental expenses relating to oil gel, submit evidence of those expenses to Toyota/Lexus for reimbursement. Toyota/Lexus has the right to request and evaluate documents related to your claim.

Q: Is there a mileage limitation affecting my eligibility for the SPA?

A: No.

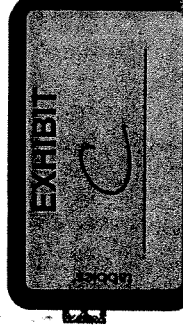
Q: What kind of oil gel related expenses are covered by the SPA?

A: Toyota/Lexus offers full payment or reimbursement of covered engine repairs or incidental damages or expenses that reasonably arise from or relate to the presence of oil gel in your vehicle. Examples of oil gel related expenses include costs or expenses associated with repair of your vehicle's engine, the amount of your vehicle's diminished value related to its oil gel problem, costs arising from damage to other parts of your vehicle besides its engine that are related to your vehicle's oil gel problem, and towing or replacement car rental charges resulting from oil gel in your vehicle's engine.

NO.99627771.1

**WHICH VEHICLES?**

Model	Model Year
Camry 4cyl.	1997-2001
Camry 6 cyl	1997-2002
Solara 4 cyl.	1999-2001
Solara 6 cyl.	1999-2002
Sienna 6 cyl.	1997-2002
Avalon 6 cyl.	1997-2002
Celica 4 cyl.	1997-1999
Highlander 6 cyl.	2000-2002
ES300	1997-2002
RX300	1998-2002



Q. What is not covered by the SPA?

The program does not reimburse claimed expenses arising from a bodily injury, property damage to property other than your vehicle, or claims from property damage made by someone else that may be caused by your vehicle.

Q. What if I have made a previous claim? Am I still eligible to make another claim?

A. Yes.

Q. How long do I have to submit a claim?

A. The program covers expenses incurred during the first eight years after the date of original purchase or lease. The program allows at least 120 days (four months) from the expiration of the eight year period after date of purchase sale or lease to submit claims so long as your expenses or damages occurred within eight years from the date of purchase sale or lease. If your eight year eligibility for the program expired before you received your notice about the class action settlement, you will have at least 120 days after receipt of your notice to make a claim, so long as your oil gel problem occurred within eight years from the date of purchase sale or lease.

Q. What if I disagree with Toyota's handling of my claim?

A. The claims process allows you to bring your claim to a neutral, court-appointed Third Party Evaluator. For instance, if Toyota/Lexus decides to deny a claim, or any part of a claim, we will write you a letter outlining the reasons for the denial and inform you of your right to submit written materials to the Third Party Evaluator. If you submit your claim to the third party evaluator, Toyota/Lexus will have an opportunity to respond with written materials supporting its decision to deny the claim.

The Third Party Evaluator will review all the written materials he receives and will have the right to request additional materials. The Third Party Evaluator will then decide whether the claim was properly denied or not and issue a written ruling to you and to Toyota. If you were a class member in the oil gel class action, the decision of the Third Party Evaluator will be binding on you and Toyota.

A "settlement agreement" that defines rights under the SPA/CSP (including the claims process) may be found at [www.oilgelsettlement.com](http://www.oilgelsettlement.com).

24<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 583-318

DIVISION "O"

SARAH AND JEFF MECKSTROTH,  
Individually and as Representatives of the Class of Persons Similarly Situated

VERSUS

TOYOTA MOTOR SALES, U.S.A., INC.

FILED: \_\_\_\_\_  
DEPUTY CLERK

THIRD SUPPLEMENTAL AND AMENDING  
PETITION FOR DAMAGES

NOW INTO COURT, come Plaintiffs, who supplement and amend their Original Petition for Damages, their First Supplemental Amending Petition for Damages, and their Second Supplemental and Amending Petition for Damages as follows:

I.

Plaintiffs amend their Original Petition for Damages and Second Supplemental and Amending Petition for Damages to delete subparagraphs I(B).

II.

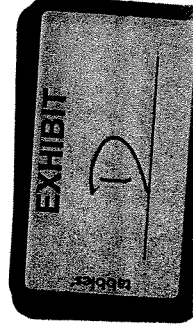
Plaintiffs amend the class definition in Paragraph II of their First Supplemental and Amending Petition for Damages and in Paragraph V of their Second Supplemental and Amending Petition for Damages by redefining the proposed class as follows:

All Persons (i) who claimed to have suffered damage due to Oil Gel in an Eligible Vehicle and who were previously denied relief in Arbitration (ii) who originally purchased or leased, or currently own or lease, an Eligible Vehicle, and/or (iii) to whom Toyota sent letters in 2002 announcing the availability of benefits under the CSP/SPA. Excluded from the class are (i) Toyota, any entity in which Toyota has a controlling interest or which has a controlling interest in Toyota, and Toyota's legal representatives, assigns, and successors; (ii) the Judge and staff to whom this action is assigned, any special master in this action, any mediator in this action, any person who may serve as a third party evaluator of claims, and any member(s) of the immediate family of any of the foregoing; (iii) all Persons who timely and properly opt-out of (*i.e.*, file a request for exclusion from) any settlement class; (iv) all claims that do not meet the definition of a Claim, as set forth below.

III.

The following terms in the class definition outlined in Paragraph II above are defined as:

- (1) "Arbitration" means the third party dispute resolution process offered by Toyota to its customers pursuant to federal and state warranty laws.



(2) "Bodily Injury Claim(s)" means a claim for physical injury and/or death to an individual and any claims or damages related thereto. Bodily Injury does not include claims for anxiety, mental anguish, loss of use, or inconvenience based on damage to an Eligible Vehicle caused by Oil Gel.

(3) "Claim" means any claim that a class member has, had or may have, whether known or unknown, and which arises out of the same subject matter as this Action, including all claims of any kind whatsoever related to Oil Gel in Eligible Vehicles, regardless of the theory or the nature of the relief sought under which the claim could be asserted. Claim shall include Incidental Damage Claims, but shall not include claims expressly excluded from Incidental Damage Claims.

(4) "CSP/SPA" means the program initiated by Toyota in 2002 relating to certain of the Eligible Vehicles.

(5) "Eligible Vehicle(s)" means Toyota vehicles originally sold or leased in the continental United States and Alaska equipped with 5S-FE four cylinder and/or 1MZ-FE V-6 engines:

<i>Model</i>	<i>Model Year</i>
Camry	1997-2001
4cyl	1997-2002
6 cyl	
Solara 4cyl	1999-2001
6cyl	1999-2002
Sienna 6 cyl	1997-2002
Avalon 6 cyl	1997-2002
Celica 4 cyl	1997-1999
Highlander 6 cyl	2000-2002
E5300	1997-2002
RX300	1998-2002

(6) "Incidental Damage Claims" means the Claims of class members arising as a result of the presence of Oil Gel in his, her or its Eligible Vehicle for (1) actual costs or expenses incurred by the class member other than costs or expenses associated with the repair of the Engine, (2) diminution in value of his, her or its Eligible Vehicle, and (3) damage to a class member's Eligible Vehicle beyond engine components. Incidental Damage Claims does not include (1) Bodily Injury Claims, (2) claims of class members for property damage other than to his, her or its Eligible Vehicle, or (3) claims for damage to the property of someone other than the owner or lessee of the Eligible Vehicle.

(7) "Oil Gel" means material commonly referred to as "sludge" that can impede operation of the engine, cause damage to engine parts and, in some cases, require engine replacement.

(8) "Person(s)" means an individual, marital community, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated organization, and any other type of legal person or entity, and their respective heirs, predecessors, successors, representatives and assigns.

IV.

Plaintiffs amend Paragraph VIII of their Second Supplemental and Amending Petition to read as follows:

The Eligible Vehicles contained defects or vices which render them useless or so inconvenient that the class members would not have bought or leased them had they known of the defects or vices. Alternatively, the Eligible Vehicles contained defects or vices which diminished their usefulness or value.

V.

Plaintiffs amend Paragraph IX of their Second Supplemental and Amending Petition to read as follows:

The Eligible Vehicles, manufactured by Toyota, have defects or vices related to Oil Gel which caused damage to the class. These are latent defects or vices, not discoverable by inspection of the buyer or lessee, and the defects/vices were not disclosed by the defendant.

VI.

Plaintiffs amend Paragraphs V (second) and X of their Second Supplemental and Amending Petition to read as follows:

Petitioners, and all members of the class, are entitled to damages, including the following:

- (a) return of the purchase or lease price of the Eligible Vehicle;
- (b) expenses incidental to the sale or lease of the Eligible Vehicle, including but not limited to finance or lease charges, insurance, taxes, towing charges, rental or replacement car expenses and repair costs;
- (c) expenses required for the preservation of thing, including towing and storage charges; and
- (d) attorneys' fees.

Petitioners and all members of the class, are not seeking damages based on claims excluded from the class definition.

VII.

Plaintiffs amend Paragraph XI of their Second Supplemental and amending Petition to read as follows:

The defendant knew or should have known of the defects or vices in the Eligible Vehicles at the time of their sale or lease to plaintiffs and those similar situated and, thus, is in bad faith.

VIII.

Plaintiffs amend Paragraph XIII of their Second Supplemental and Amending Petition to provide as follows:

The defendant is liable to Petitioners, and all members of the class, for all of the damages mentioned above and for attorneys' fees, expenses and costs incurred by plaintiffs in prosecuting this action.

IX.

Plaintiffs re-allege and re-aver each and every allegation and averment of the Original Petition for Damage, the First Supplemental and Amending Petition for Damages and the Second Supplemental and Amending Petition for Damages, except as amended herein, as if copied herein in their entirety.

WHEREFORE, plaintiffs pray:

1. That after due proceedings had, that this action be certified as a class action pursuant to the provisions of La.C.C.P. art. 591 *et seq.*, in the respects alleged hereinabove.
2. That after due proceeding had, there be judgment in favor of the plaintiffs and all other similar situated against the defendant, Toyota Motor Sales, U.S.A., Inc., declaring that said defendant is liable to the petitioners and all members of the class for damages resulting from the engine sludging and/or engine failures due to engine oil gelling sometimes known as engine sludge;
3. That the rights of the plaintiffs and all members of the class to establish their entitlement to compensatory damages, and the amounts thereof, be reserved for determination in their individual actions when appropriate;
4. That plaintiffs recover the cost of all attorneys' fees, expenses and costs of this class action, for all interest on all damages from the day of judicial demand in the original Petition until paid, and for any and all equitable relief as law and nature of the class may allow.

Respectfully submitted,

MURPHY ROGERS SLOSS & GAMBEL

Gary J. Gambel (#19864)  
One Shell Square, Suite 400  
701 Poydras Street  
New Orleans, Louisiana 70139  
Telephone: (504) 523-0400

and

BRUNO & BRUNO  
Joseph M. Bruno (#3604)  
David S. Scalia (#21369)  
855 Baronne Street  
New Orleans, Louisiana 70113  
Telephone: (504) 525-1335

and

S. AULT HOOTSELL III (#17630)  
Phelps Dunbar LLP  
Suite 2000, Canal Place  
365 Canal Street  
New Orleans, Louisiana 70130-6534  
Telephone: (504) 566-1311

ATTORNEYS FOR PLAINTIFFS AND  
THE PUTATIVE CLASS

CERTIFICATE OF SERVICE

I hereby certify that I have on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, served a copy of the foregoing on all counsel of record by hand delivery or via the United States Postal Service, properly addressed, and postage prepaid.

\_\_\_\_\_

24<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 583-318

DIVISION "O"

SARAH AND JEFF MECKSTROTH,  
Individually and as Representatives of the Class of Persons Similarly Situated

VERSUS

TOYOTA MOTOR SALES, U.S.A., INC.  
and CLIFTON LEBLANC LEXUS OF NEW ORLEANS

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

**AFFIDAVIT OF TODD B. HILSEE REGARDING  
POSTING OF EXPLANATION ON THE INTERNET**

1. I am the President of Hilsoft Notifications, a company located near Philadelphia, in Souderton, Pennsylvania that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.
2. I am the Court-appointed Notice Administrator regarding the Settlement Agreement and am responsible for designing and publishing all required notices.
3. The deadline set by the Court for all notices to be mailed is November 15, 2006.
4. All notices have been printed and all class members identified.
5. Approximately 16% of notices have been mailed.
6. The mailing of additional notices was halted upon discovery of an inconsistency between the Court approved notices and the version of the Settlement Agreement we were subsequently provided to post at the settlement website. The notices reflect that Eligible Vehicles include Lexus ES 300 model years 1997 through 2002. On the other hand, the

Settlement Agreement reflects Lexus ES 300 model years 1996 through 2002. I have learned that the inconsistency results from a typographical error in the Settlement Agreement.

7. Affiant understands that the parties are seeking Court approval to correct a typographical error in the Settlement Agreement so that it is consistent with the Court approved notices.
8. The notices direct interested recipients to a website, [www.oilgettlement.com](http://www.oilgettlement.com), for further information about the Settlement Agreement. A copy of the Settlement Agreement is posted on the website. The Agreement currently posted on the website references Lexus ES 300 model years 1996 through 2002 as Eligible Vehicles.
9. If a revised Agreement is approved by the Court, it should be posted on the website. To avoid potential confusion among class members who may have owned or leased, or who currently own or lease, a 1996 Lexus ES 300 an explanation should be provided.
10. The explanation should be posted on the sub-page dedicated to the Settlement Agreement and should read as follows:

Settlement Agreement

Click below to view the Settlement Agreement.

\* Settlement Agreement

Note: An incorrect version of the Settlement Agreement was posted for a few days at this site indicating that 1996-2002 ES 300 vehicles were eligible; in fact, only 1997-2002 ES 300 vehicles are eligible as all of the notices have indicated.

11. To date, no inquiries have been received from class members and/or notice recipients regarding the inconsistency between the Settlement Agreement and the notices. Affiant

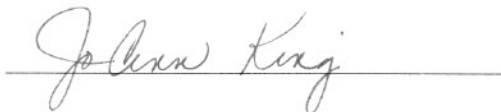
believes the explanation recommended above will serve to adequately clarify the terms of the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

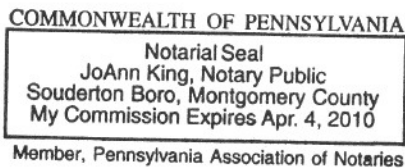


Todd B. Hilsee

SUBSCRIBED AND SWORN TO BEFORE ME this 13 day of November, 2006.



NOTARY PUBLIC



MY COMMISSION EXPIRES:

April 4, 2010

24<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 583-318

DIVISION "O"

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VERSUS

TOYOTA MOTOR SALES, U.S.A., INC.  
and CLIFTON LEBLANC LEXUS OF NEW ORLEANS

FILED: \_\_\_\_\_  
DEPUTY CLERK

ORDER

**CONSIDERING THE FOREGOING,**

**IT HEREBY ORDERED, ADJUDGED AND DECREED** that upon consultation of the Court's Special Master and this Court finding that the Settlement Agreement was not intended to include within the scope of its provision the 1996 Lexus ES 300, and that the reference thereto on Page 7 of the Settlement Agreement is a typographical error, the aforementioned Joint Motion to Approve Correction of Typographical Error in Settlement Agreement and to Order Posting of An Explanation on The Internet shall be, and hereby is, granted and that:

- 1) the Settlement Agreement be revised at page 7 to correctly reflect that the Lexus ES 300 model years subject to the Settlement Agreement are 1997 through 2002;
- 2) the revised Settlement Agreement be posted on the [www.oilgettlement.com](http://www.oilgettlement.com) website; and
- 3) the Notice Administrator, Hilsoft Notifications is hereby ordered to immediately post an explanation on the [oilgel.com](http://oilgel.com) website in substantially the same form as set out in Exhibit "E."

Gretna, Louisiana this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
JUDGE