

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF	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.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	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
PLEASE DO NOT CALL THE JUDGE, THE SPECIAL MASTER, OR THE CLERK OF COURT.**

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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 Ross P. LaDart of the 24th 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 1MZ-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

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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;

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- 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.

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. 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

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letter you receive about your claim. The Settlement Agreement available at 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.

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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 24th 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

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(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. 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.

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