

TOYOTA MOTOR SALES, USA, INC.  
Economic Loss Class Action Settlement  
Customer Support Program

To: Lexus Dealer Principals, General Managers, Service Managers, Parts Managers and Warranty Administrators

Subject: Customer Support Program (CSP) ELL

*Please note that direct marketing of this Customer Support Program is strictly prohibited (Warranty Policy No. 5.22). Non-compliance with this policy may result in a claim debit. All parts replaced for this repair will be subject to parts recovery and warranty parts inspection.*

On July 24, 2013, a settlement of claims for Economic Loss arising from allegations of unintended acceleration was approved. The settlement includes Toyota's agreement to provide a Customer Support Program ("CSP") for 1998-2010 model year (MY) vehicles equipped with an Electronic Throttle Control System (ETCS) to enhance the coverage of certain components. *This is NOT a recall or a campaign, but is provided to reassure owners that Lexus stands behind the reliability of our vehicles.* Please ensure that involved staff members thoroughly read and understand the documents relating to this CSP (e.g., the Service Consultant Reference Guide, the Dealer Letter, the Q&A, the Warranty Bulletin and the Service and Parts Operations Communication (SPOC)).

**CSP Coverage for Defects in Material or Workmanship**



This Customer Support Program provides *Primary Coverage* and *Secondary Coverage* for the applicable components. Please see additional information below.

**Primary Coverage:**

All eligible vehicles will receive 3 additional years of coverage against defects in materials or workmanship in covered components from the start of CSP ELL, regardless of mileage.

*3 Year with NO Mileage Restrictions. Coverage Effective: 08/07/13 - 08/07/16*

**Secondary Coverage:**

After the 3 year Primary Coverage, *Secondary Coverage against defects in materials and workmanship is applied to the Original Manufacturer's Warranty for each covered component up to a limit of 150,000 miles or an additional 10 years, whichever comes first.*

Note: after the initial 3 year period, once the vehicle reaches 150,000 miles, it is no longer eligible under this CSP.

	Years of Coverage																					
	DOFU	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Cruise Control Switch																						
Accelerator Pedal Assembly																						
Stop Lamp Switch																						
*Throttle Body Assembly																						
*Engine Control Module																						

Manufacturer's Warranty  
CSP Extended Coverage

\*Emissions Warranty may vary depending on the vehicle's emission certification and state emission warranty requirements. Refer to Lexus Warranty Bulletin POL13-01 for assistance.

See Section Titled - *Limitations* (on following page) for additional information on exclusions and limitations. Please refer to the Service Consultant Reference Guide for additional information.

**Important Note:**

- Applicable on or after 8/7/13
- Not retroactive
- Does not cover:
  - Abuse
  - Misuse
  - Tampering
  - Vandalism
  - Flood/Fire
  - Rebuilt
  - Impact
  - Salvaged Title
- Vehicle must be operable at the time of the commencement of the CSP
- Applicable only to vehicles that were originally distributed in the US or the US Territories
- Follow Lexus Warranty Policy and Procedures guidelines.

# Customer Support Program (CSP)

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## Limitations

CSP ELL becomes effective on August 7, 2013. Only 1998-2010 MY vehicles equipped with an Electronic Throttle Control System (ETCS) are covered under this CSP.

*CSP Start Date:* August 7, 2013  
*Minimum (Primary) Coverage End Date:* August 7, 2016

- This CSP **is not** retroactive; no refunds or payments will be made for repairs performed prior to the Court Order approving this settlement.
- Only covered components that fail due to a defect in materials or workmanship and otherwise fall within the parameters of this CSP will be covered.
- This CSP **does not** cover cosmetic damage or breakage due to outside forces, damage incurred from abuse, vandalism, flood, misuse, tampering, a crash, and/or other impact, animal, fire, or carbon build-up.
- The defect in materials or workmanship in one of the covered components must have occurred on or **after** the date of commencement of the CSP.
- The CSP **does not** apply to scrapped, salvaged, dismantled, flood-damaged, rebuilt or other branded/salvage title vehicles (excluding lemon law branded vehicles).
- This CSP is applicable only to vehicles that were originally distributed in the US or the US Territories.
- Imported vehicles (ex. Mexico and Canada) are **not** covered, even if currently registered in the US.

\* Please refer to the *Lexus Warranty Policy & Procedures Manual (L WPP)* for additional assistance.

CSP ELL also provides coverage for select ancillary parts related to the covered components, such as necessary hoses, clips, connectors, etc., that are damaged as a result of the CSP repair. Ancillary parts are only covered if they are needed to complete the CSP and were not damaged prior to repair.

## Covered Components

Coverage provided by this CSP ELL will cover defects in materials or workmanship in the following five components:

- Engine Control Module
- Cruise Control Switch
- Accelerator Pedal Assembly
  - Accelerator Pedal Position Sensor (if individually serviceable)
- Stop Lamp Switch
- Throttle Body Assembly
  - Throttle Position Sensor (if individually serviceable)
  - Throttle Body Motor (if individually serviceable)

**Important Note:**  
*The Throttle Body Assembly may have parts that can be individually serviced. Before replacing any defective Throttle Body Assembly, please ensure the defective part cannot be replaced separately.*

## Customer Support Program (CSP)

### What is defined as a “defect in materials or workmanship” under CSP ELL?

A defect in materials or workmanship means defects objectively manifested by broken, cracked, or missing parts or components (not caused by abuse/misuse) and which results in improper function of the component.

The following examples are provided for reference:

<i>Examples:</i>	<i>Covered</i>	<i>Not Covered</i>
Rubber hoses connected to the throttle body are damaged during repairs to the throttle body.	✓	
Rubber hoses connected to the throttle body are cracked and worn prior to repair but the throttle body is OK.		✓
Throttle plate has excessive carbon build-up.		✓
An animal has damaged the component (e.g. chewed through the wiring).		✓
Accelerator pedal position sensor (APPS) is inoperative due to electronic failure.	✓	
Accelerator pedal has a foreign substance on it (e.g. tar, chewing gum, etc.)		✓
Cruise control switch is inoperative due to an internal defect.	✓	
Cruise control switch has broken off or the exterior is heavily worn.		✓
Stop lamp switch is no longer operating correctly due to electronic failure.	✓	
Stop lamp switch is out of adjustment.		✓
ECM appears to be damaged by a foreign substance (e.g. Water).		✓
ECM is no longer communicating with the ETCS.	✓	
An aftermarket product has been spliced into the covered component's circuit.		✓

### Covered Vehicles and Model Year

2002 - 2010 ES	2010 HS	1998 - 2010 LX
1998 - 2010 GS	2001 - 2010 IS	2004 - 2010 RX
2007 - 2010 GS HV	1998 - 2010 LS	2006 - 2008, 2010 RX HV
2003 - 2010 GX	2008 - 2010 LS HV	1998 - 2000, 2002 - 2010 SC

#### **Important Note:**

*Only model year 1998-2010 vehicles equipped with an Electronic Throttle Control System (ETCS) are covered under this CSP.*

*Please refer to TIS and the Warranty Policy Bulletin (POL13-01) to identify vehicles covered under this CSP.*

### Owner Notification

- Starting in early February 2013, Owner Notifications were mailed to owners by the court appointed administrator, Gilardi and Company. Approximately 22 million notices were mailed to Lexus, Toyota, and Scion customers informing them of the settlement. In early March 2013, notice of the settlement was also run in select U.S. publications along with banner ads that were posted on the internet.
- As this is a Customer Support Program, any dealership marketing of this CSP is a violation of Warranty Policy No 5.22. If it is determined that a dealer has violated this policy, reimbursement for work performed is subject to charge back.

### Preparation of Dealership Customer Contact Points

Customers who contact your dealership regarding CSP ELL may not fully understand the parameters of this CSP and how it applies to them. Lexus has provided the following information along with a Service Consultant Guide (Laminated 11 x 17 inch document) to assist your dealership in this regard:

- We suggest each Dealership designate two management level associates with complementary schedules to become familiar with the details of this CSP.

#### **Responsibility of these Two Associates:**

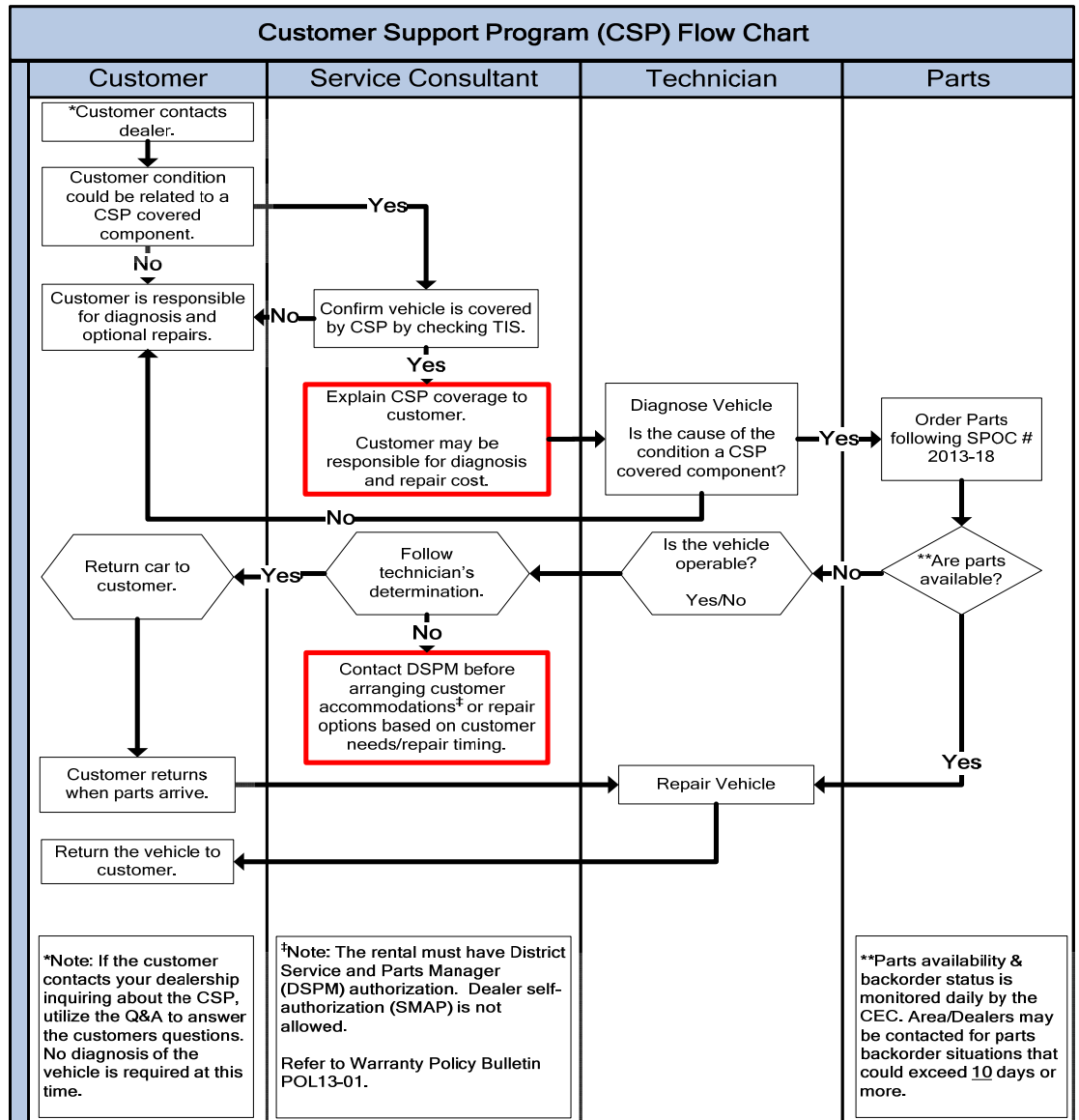
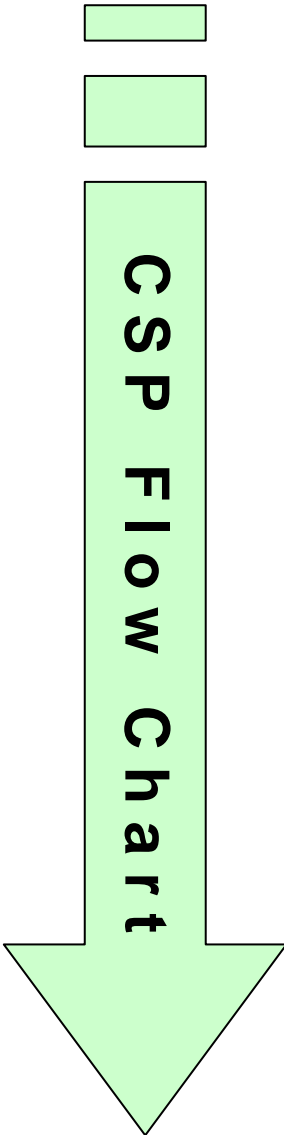
- Work together to coordinate activities both within the dealership as well as communicate with the Area Offices.
  - Ensure associates (e.g. Service Consultant, Warranty Administrators, etc.) become familiar with the details and materials related to this CSP.
  - Ensure strict adherence to CSP Policies. Inappropriate activities may be subject to claim debit and warranty parts inspection.
  - Reassure customers that Lexus stands behind its products.
  - Be the first touch points for customers contacting your dealership regarding this program.
  - Reassure the customer of the coverage offered under this CSP (see section titled - *CSP Coverage for Defects in Materials or Workmanship*).
  - Make sure the customer understands that there is a possibility that the condition at issue may not be covered under this CSP. If the condition does not relate to a defect in materials and/or workmanship in one of the five (5) covered components, the customer may be responsible for the diagnosis fee and any other repairs he/her may decide to have performed (see section titled - *CSP Coverage for Defects in Materials or Workmanship*).
- If a customer believes his/her vehicle is experiencing a condition covered by this CSP, the designated associate(s) should arrange with the appropriate service staff for diagnosis and, if applicable, repair.
  - Some of these customers may be the second, third, or later owners and may have never visited a Lexus dealership. Please be patient and supportive as they may not be familiar with your operations. Each step in the process should be carefully explained to them.


#### **Important Note:**

*Assign two management level associates to:*

- *Coordinate CSP Activities.*
- *Train all associates.*
- *Ensure strict adherence to the CSP Policies.*
- *Be the main customer contact.*
- *Explain coverage and limitations to customers.*

# Customer Support Program (CSP)

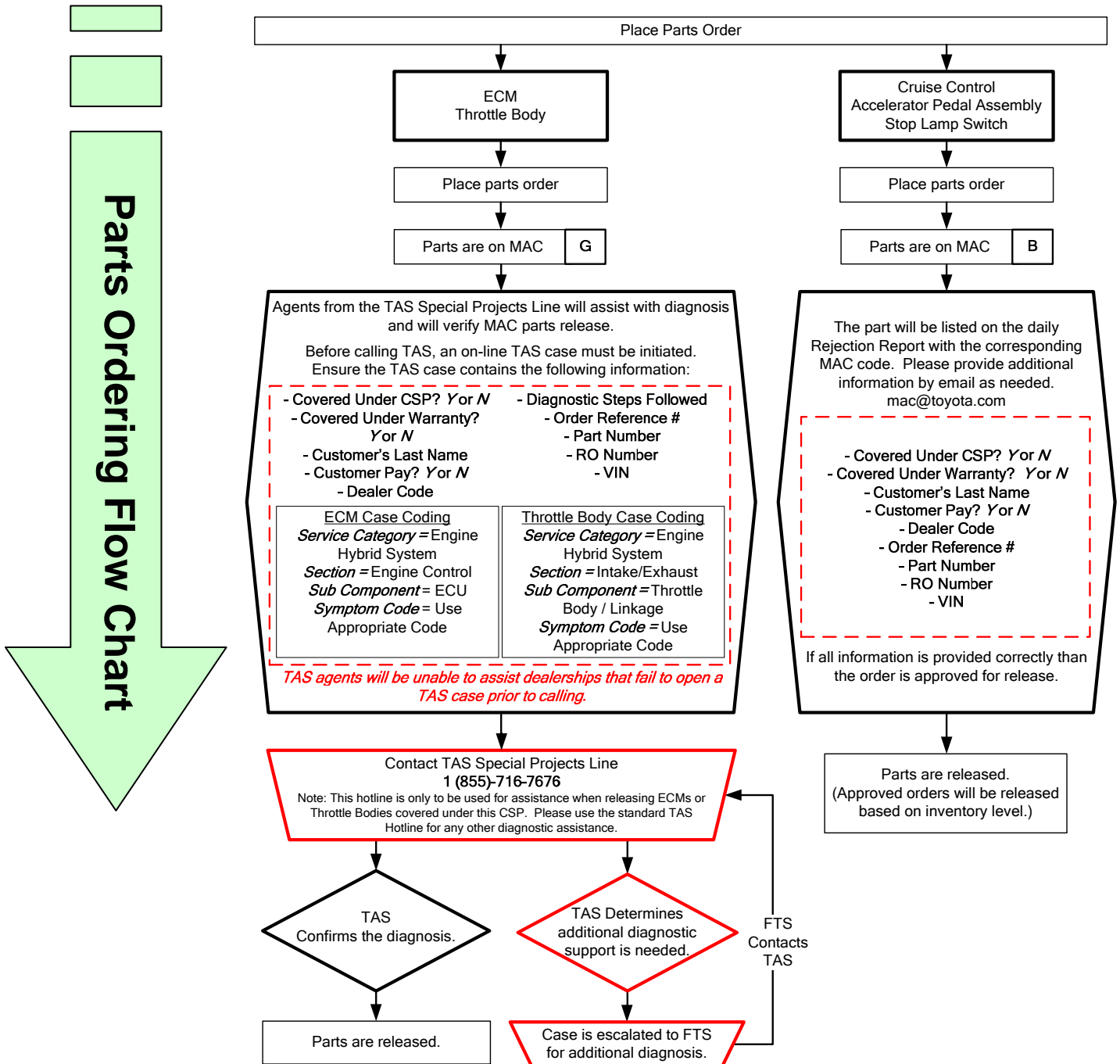




*Make sure the customer understands there is a possibility that the condition at issue may not be covered under this CSP. If the condition does not relate to a defect in materials and/or workmanship in one of the five (5) covered components, the customer may be responsible for the diagnosis fee and any other repairs he/she may decide to have performed.*

**Parts Ordering**

The parts for this CSP will be placed on Manual Allocation Control (MAC). Please refer to the flowchart for additional information.



**Repair Procedure**

Please refer to the Technical Information System (TIS) and the appropriate Repair Manual for diagnostic and repair procedures.

## Customer Support Program (CSP)

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### Claim Processing

Please refer to Warranty Policy Bulletin (Bulletin POL13-01) for claim processing instructions for this CSP. *All parts replaced for these repairs will be subject to parts recovery and warranty parts inspection.*

*Please note that direct marketing of this Customer Support Program is strictly prohibited (Policy No. 5.22). Non-compliance with this policy may result in a claim debit and warranty parts inspection.*

### Repair Quality Confirmation

The repair quality of covered vehicles is extremely important to Lexus. To help ensure that all vehicles have the repair performed correctly, please designate at least one associate (someone other than the individual who performed the repair) to verify the repair quality of every vehicle prior to customer delivery.

### Media Contacts

Media contacts (local and national) should receive a consistent message. In this regard, all media contacts must be directed to Cindy Knight (310) 468-2170 in Toyota Corporate Communications. (Please do not provide this number to customers. Please provide this contact only to media associates.)

### Customer Questions

Please use the materials provided to answer any questions in regards to this CSP. If a customer has further questions, please direct the inquiry to the Lexus Customer Assistance Center at 1-800-255-3987.

If the question is in reference to the other aspects of this settlement, please direct the customer to the settlement website [www.ToyotaELsettlement.com](http://www.ToyotaELsettlement.com) or call 877-283-0507. A copy of the proposed settlement agreement is also available on the website; it includes a list of affected vehicles, a description of the settlement, and estimated dates and deadlines.

Thank you for your cooperation.

Lexus  
A Division of Toyota Motor Sales, U.S.A., Inc.

**Important Note:**

- All parts replaced under this CSP are subject to parts recovery.
- Marketing of CSPs is strictly prohibited.
- Confirm repair quality.

**Important Note:**

*Please review this entire package with your Service and Parts staff to familiarize them with the proper step-by-step procedures required to implement this CSP.*



Customer Support Program (CSP) ELL  
 1998 - 2010 Model Year Lexus Vehicles  
 Equipped with an Electronic Throttle Control System (ETCS)  
*Economic Loss Class Action Settlement*

**Background**

On July 24, 2013, a settlement of claims for Economic Loss arising from allegations of unintended acceleration was approved. The settlement includes Toyota's agreement to provide a Customer Support Program ("CSP") for 1998-2010 model year (MY) vehicles equipped with an Electronic Throttle Control System (ETCS) to enhance the coverage of certain components. *This is NOT a recall or a campaign, but is provided to reassure owners that Lexus stands behind the reliability of our vehicles.*

**Q1:** What are the parameters of this CSP and what is covered on my vehicle?

A1:



This Customer Support Program provides *Primary Coverage* and *Secondary Coverage* for the applicable components. Please see additional information below.

Primary Coverage:

All eligible vehicles will receive 3 additional years of coverage against defects in materials or workmanship in covered components from the start of this CSP, regardless of mileage.

*3 Year with NO Mileage Restrictions. Coverage Effective: 08/07/2013 - 08/07/2016*

Secondary Coverage:

After the 3 year Primary Coverage, *Secondary Coverage against defects in materials and workmanship* is applied to the Original Manufacturer's Warranty for each covered component up to a limit of 150,000 miles or an additional 10 years, whichever comes first.

Note: After the initial 3 year period, coverage under this CSP ends once the vehicle reaches 150,000 miles.

	Years of Coverage																					
	DOFU	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Cruise Control Switch																						
Accelerator Pedal Assembly																						
Stop Lamp Switch																						
*Throttle Body Assembly																						
*Engine Control Module																						

Manufacturer's Warranty

CSP Extended Coverage

\*Emissions warranties may vary depending on the vehicle's original emission certification and state emission warranty requirements.

See Q3, Q3a, Q3b, and Q3c for additional information on exclusions and limitations.

The additional coverage provided by this CSP will cover defects in materials or workmanship in the following five components:

- Engine Control Module
- Cruise Control Switch
- Accelerator Pedal Assembly
  - Accelerator Pedal Position Sensor\*\*
- Stop Lamp Switch
- Throttle Body Assembly
  - Throttle Position Sensor\*\*
  - Throttle Body Motor\*\*

\*\* If Individually Serviceable

All work must be performed by an authorized Lexus dealer.



Q1a: Why is Lexus only providing additional coverage for these specific components?

A1a: The CSP is part of a larger settlement between Toyota and a group of owners of ETCS equipped models. These five (5) components were agreed upon by Toyota and plaintiffs' counsel and were approved by the Court overseeing the settlement.

Q1b: What if other parts are needed to complete the repair?

A1b: This program also provides coverage for select ancillary parts related to the covered components (such as hoses, clips, connectors, etc.) that are damaged as a result of CSP repairs. Ancillary parts are only covered if they are necessary to complete the CSP and were not damaged prior to repair.

Q2: What is Lexus going to do?

A2: Starting in early February 2013, Owner Notifications *were mailed* to owners by the court appointed administrator, Gilardi and Company. Approximately 22 million notices were mailed to customers informing them of the settlement. In early March 2013, notice of the settlement was also run in select U.S. publications along with banner ads that were posted on the internet.

Q3: When does this CSP take effect?

A3: This CSP becomes effective on August 7, 2013. Only MY 1998-2010 vehicles equipped with an Electronic Throttle Control System (ETCS) are covered under this CSP.

*CSP Start Date:*

August 7, 2013

*Minimum (Primary) Coverage End Date:*

August 7, 2016

This CSP is provided to ensure the covered components are free from *Defects in Materials or Workmanship* for the period described in Q1.

Q3a: Under the CSP, what is the definition of a "Defect in Materials or Workmanship?"

A3a: A defect in materials or workmanship means defects objectively manifested by broken, cracked, or missing parts or components (not caused by abuse/misuse) and which result in improper function of the component.

Q3b: What if I have previously paid for repairs to address the condition(s) covered under this CSP?

A3b: This CSP *is not* retroactive; no refunds or payments will be made for repairs performed prior to the Court Order approving this settlement.

Q3c: Are there any other exclusions and limitations?

A3c: This CSP *does not* cover cosmetic damage or breakage due to outside forces, damage incurred from abuse, vandalism, flood, misuse, tampering, a crash, and/or other impact, animal damage, fire damage, or carbon build-up.

The CSP *does not* apply to scrapped, salvaged, dismantled, flood-damaged, rebuilt or other branded/salvage title vehicles (excluding lemon law branded vehicles).

This CSP is applicable only to vehicles that were originally distributed in the U.S. or the U.S. Territories.

Imported vehicles (ex. Mexico and Canada) are **not** covered, even if currently registered in the U.S.

The defect in materials or workmanship in one of the covered components must have occurred on or **after** the date of the commencement of the CSP.

Q4: Is there a possibility that the condition I am experiencing is not covered under this CSP?

A4: Yes; there is a possibility that the condition you are experiencing is not covered under this CSP. *Please be aware that if the condition does not relate to a defect in materials or workmanship in one of the five covered components, you may be responsible for the diagnostic fees and any other repairs you may decide to have performed.*

Q4a: What if my Authorized Lexus Dealership determines that the condition I am experiencing is not covered by this CSP, but I strongly disagree with the diagnosis?

A4a: Please call the Lexus Customer Assistance Center (see Q8).

Q4b: What if I choose to have one of the covered components repaired at a non-Lexus Facility? Will Lexus reimburse me for these repairs?

A4b: No; this CSP is only applicable for repairs performed at an Authorized Lexus Dealership. There are no reimbursements for repairs performed at other facilities, or for repairs made prior to the commencement of the CSP.

**Q5: Which vehicles are included in this CSP?**

A5: This CSP includes 1998 through 2010 Model Year Lexus vehicles equipped with ETCS.

<b>LEXUS</b> 2002 - 2010 ES 1998 - 2010 GS 2007 - 2010 GS HV 2003 - 2010 GX 2010 HS 2001 - 2010 IS 1998 - 2010 LS 2008 - 2010 LS HV 1998 - 2010 LX 2004 - 2010 RX 2006 - 2008 RX HV 2010 RX HV 1998 - 2000 SC 2002 - 2010 SC
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**Q5a: How do I determine if my vehicle is part of the CSP?**

A5a: You may determine if your vehicle is covered under this CSP using one of the following resources:

- Contact the Lexus Customer Assistance Center (see Q8).
- Visit the settlement website [www.ToyotaELsettlement.com](http://www.ToyotaELsettlement.com).
- Contact an Authorized Lexus Dealership.

**Q6: Are there any other Lexus, Toyota or Scion vehicles included in this Settlement?**

A6: Yes, 1998 - 2010 Model Year Toyota and Scion vehicles equipped with ETCS are also included in this settlement.

<b>TOYOTA</b>	<b>TOYOTA</b>	<b>SCION</b>
2001-2010 4Runner	2004-2010 RAV4	2008-2010 xB
2005-2010 Avalon	2001-2010 Sequoia	2008-2010 xD
2002-2010 Camry	2004-2010 Sienna	2005-2010 tC
2002-2008 Camry Solara (2AZ)	2001-2005 Spyder (MR2) SMT	
2004-2008 Camry Solara (except 2AZ)	1998 Supra (2JZ-GE)	
2007-2010 Camry HV	2005-2010 Tacoma	
2003-2005 Celica (2ZZ)	2003-2004 Tacoma (5VZ w/ETCS-i)	
2005-2010 Corolla (except 2ZZ)	2003-2004 Tundra (5VZ)	
2005-2010 Corolla Matrix (except 1ZZ 4WD, 2ZZ)	2000-2010 Tundra (except 5VZ)	
2007-2010 FJ Cruiser	2009-2010 Venza	
2004-2010 Highlander	2007-2010 Yaris	
2006-2010 Highlander HV	2006 Yaris Hatchback	
1998-2010 Land Cruiser	[Puerto Rico]	
2001-2010 Prius		

**Q7: What should I do if I believe one of the covered components on my vehicle has a defect in materials or workmanship?**

A7: Please contact your local Lexus dealer for appropriate diagnosis and repair. If the condition is in accordance with the terms of this CSP, the repair will be performed at **no charge** (see Q3 & Q4).

**Q7a: What if the components covered under this CSP are functioning normally but I would like to have them replaced?**

A7a: This CSP only applies to vehicles that have experienced a defect in materials or workmanship in the covered components.

**Q8: What if I have additional questions or concerns?**

A8: If you have questions or concerns please contact:

- Lexus Customer Assistance Center at 1-800-255-3987.

Monday through Friday, 5:00 am to 6:00 pm, or Saturday 7:00 am to 4:00 pm Pacific Time.

For additional information regarding the *Economic Loss Class Action Settlement*, please visit the settlement website [www.ToyotaELsettlement.com](http://www.ToyotaELsettlement.com).

**SERVICE & PARTS OPERATIONS COMMUNICATIONS**
**CUSTOMER SUPPORT PROGRAM (CSP) ECONOMIC LOSS CLASS  
ACTION SETTLEMENT**

08 - 01 - 2013

Bulletin 2013-18

Page 1 of 2

Recently, two new Manual Allocation Codes were implemented to administer the supply of certain inventory. The subject MAC B and MAC G were implemented with order release instructions located on the daily "**Back Order/TNT Status Report**". The message indicates the following:

**MAC B = Please email [mac@toyota.com](mailto:mac@toyota.com) for release**

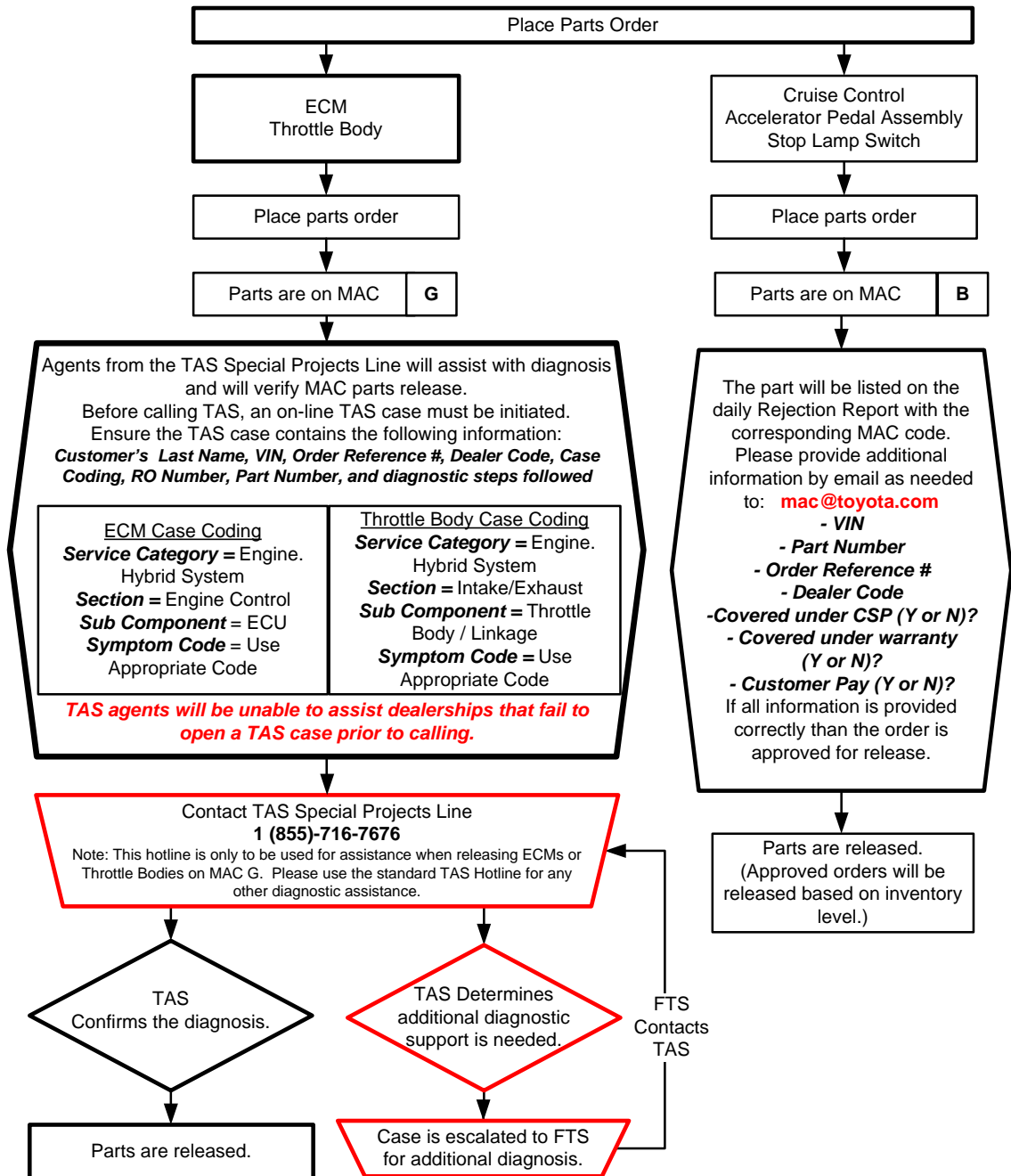
**MAC G = Please call the TAS line for release at 1 (855)-716-7676**

In an effort to minimize confusion on the recent implementation of these codes and ensure that orders are released in a timely manner, detailed instructions are provided below for you to follow.

**Order Process**

- Dealer places order. Order suspends due to MAC G or MAC B
- Part is listed on the daily "**Back Order/TNT Status Report**" with the corresponding MAC code
  - If MAC G, dealer contacts TAS line at 1 (855) 716-7676, *a TAS case must be opened*
  - The TAS case must contain the following information:
    - ✓ VIN
    - ✓ Case coding
    - ✓ R.O number
    - ✓ Part Number
    - ✓ Order Reference
    - ✓ Dealer Code
    - ✓ Customer last name
    - ✓ Covered under CSP? Y or N
    - ✓ Covered under warranty? Y or N
    - ✓ Customer pay? Y or N
    - ✓ Identify Diagnostics steps followed (see flow chart)
- TAS confirms the diagnostic procedure and order is approved for release. Approved orders will be released based on inventory availability, **or**
- TAS requests additional diagnostics and contacts FTS. FTS responds to TAS for additional investigation before order is released.
  - If MAC B, dealer provides the following information by email to [mac@toyota.com](mailto:mac@toyota.com)
    - ✓ VIN
    - ✓ Case coding
    - ✓ R.O number
    - ✓ Part Number
    - ✓ Order Reference
    - ✓ Dealer Code
    - ✓ Customer last name
    - ✓ Covered under CSP? Y or N
    - ✓ Covered under warranty? Y or N
    - ✓ Customer pay? Y or N
    - ✓ Identify Diagnostics steps followed (see flow chart)
- If all information is provided correctly then order is approved for release
- Approved orders will be released based on inventory availability

*If the order process is not followed completely, the order will not be filled and may be cancelled.*



Agents from the TAS Special Projects Line will assist with diagnosis and will verify MAC parts release. Before calling TAS, an on-line TAS case must be initiated. Ensure the TAS case contains the following information: **Customer's Last Name, VIN, Order Reference #, Dealer Code, Case Coding, RO Number, Part Number, and diagnostic steps followed**

<u>ECM Case Coding</u> <b>Service Category</b> = Engine. Hybrid System <b>Section</b> = Engine Control <b>Sub Component</b> = ECU <b>Symptom Code</b> = Use Appropriate Code	<u>Throttle Body Case Coding</u> <b>Service Category</b> = Engine. Hybrid System <b>Section</b> = Intake/Exhaust <b>Sub Component</b> = Throttle Body / Linkage <b>Symptom Code</b> = Use Appropriate Code
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**TAS agents will be unable to assist dealerships that fail to open a TAS case prior to calling.**

Contact TAS Special Projects Line  
**1 (855)-716-7676**  
 Note: This hotline is only to be used for assistance when releasing ECMs or Throttle Bodies on MAC G. Please use the standard TAS Hotline for any other diagnostic assistance.

The part will be listed on the daily Rejection Report with the corresponding MAC code. Please provide additional information by email as needed to: **mac@toyota.com**  
 - VIN  
 - Part Number  
 - Order Reference #  
 - Dealer Code  
 - Covered under CSP (Y or N)?  
 - Covered under warranty (Y or N)?  
 - Customer Pay (Y or N)?  
 If all information is provided correctly than the order is approved for release.

Parts are released.  
 (Approved orders will be released based on inventory level.)



Customer Support Program (CSP) ELL  
 1998 - 2010 Model Year Lexus Vehicles  
 Equipped with an Electronic Throttle Control System (ETCS)  
*Economic Loss Class Action Settlement*

**Background**

On July 24, 2013, a settlement of claims for Economic Loss arising from allegations of unintended acceleration was approved. The settlement includes Toyota's agreement to provide a Customer Support Program ("CSP") for 1998-2010 model year (MY) vehicles equipped with an Electronic Throttle Control System (ETCS) to enhance the coverage of certain components. *This is NOT a recall or a campaign, but is provided to reassure owners that Lexus stands behind the reliability of our vehicles.*

Q1: What are the parameters of this CSP and what is covered on my vehicle?

A1:



This Customer Support Program provides *Primary Coverage* and *Secondary Coverage* for the applicable components. Please see additional information below.

Primary Coverage:

All eligible vehicles will receive 3 additional years of coverage against defects in materials or workmanship in covered components from the start of this CSP, regardless of mileage.

*3 Year with NO Mileage Restrictions. Coverage Effective: 08/07/2013 - 08/07/2016*

Secondary Coverage:

After the 3 year Primary Coverage, *Secondary Coverage against defects in materials and workmanship* is applied to the Original Manufacturer's Warranty for each covered component up to a limit of 150,000 miles or an additional 10 years, whichever comes first.

Note: After the initial 3 year period, coverage under this CSP ends once the vehicle reaches 150,000 miles.

	Years of Coverage																					
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Accelerator Pedal Assembly																						
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*Throttle Body Assembly																						
*Engine Control Module																						

Manufacturer's Warranty
CSP Extended Coverage

\*Emissions warranties may vary depending on the vehicle's original emission certification and state emission warranty requirements.

See Q3, Q3a, Q3b, and Q3c for additional information on exclusions and limitations.

The additional coverage provided by this CSP will cover defects in materials or workmanship in the following five components:

- Engine Control Module
- Cruise Control Switch
- Accelerator Pedal Assembly
  - Accelerator Pedal Position Sensor\*\*
- Stop Lamp Switch
- Throttle Body Assembly
  - Throttle Position Sensor\*\*
  - Throttle Body Motor\*\*

\*\* If Individually Serviceable

All work must be performed by an authorized Lexus dealer.

Q1a: Why is Lexus only providing additional coverage for these specific components?

A1a: The CSP is part of a larger settlement between Toyota and a group of owners of ETCS equipped models. These five (5) components were agreed upon by Toyota and plaintiffs' counsel and were approved by the Court overseeing the settlement.

Q1b: What if other parts are needed to complete the repair?

A1b: This program also provides coverage for select ancillary parts related to the covered components (such as hoses, clips, connectors, etc.) that are damaged as a result of CSP repairs. Ancillary parts are only covered if they are necessary to complete the CSP and were not damaged prior to repair.

Q2: What is Lexus going to do?

A2: Starting in early February 2013, Owner Notifications *were mailed* to owners by the court appointed administrator, Gilardi and Company. Approximately 22 million notices were mailed to customers informing them of the settlement. In early March 2013, notice of the settlement was also run in select U.S. publications along with banner ads that were posted on the internet.

Q3: When does this CSP take effect?

A3: This CSP becomes effective on August 7, 2013. Only MY 1998-2010 vehicles equipped with an Electronic Throttle Control System (ETCS) are covered under this CSP.

*CSP Start Date:*

August 7, 2013

*Minimum (Primary) Coverage End Date:*

August 7, 2016

This CSP is provided to ensure the covered components are free from *Defects in Materials or Workmanship* for the period described in Q1.

Q3a: Under the CSP, what is the definition of a "Defect in Materials or Workmanship?"

A3a: A defect in materials or workmanship means defects objectively manifested by broken, cracked, or missing parts or components (not caused by abuse/misuse) and which result in improper function of the component.

Q3b: What if I have previously paid for repairs to address the condition(s) covered under this CSP?

A3b: This CSP *is not* retroactive; no refunds or payments will be made for repairs performed prior to the Court Order approving this settlement.

Q3c: Are there any other exclusions and limitations?

A3c: This CSP *does not* cover cosmetic damage or breakage due to outside forces, damage incurred from abuse, vandalism, flood, misuse, tampering, a crash, and/or other impact, animal damage, fire damage, or carbon build-up.

The CSP *does not* apply to scrapped, salvaged, dismantled, flood-damaged, rebuilt or other branded/salvage title vehicles (excluding lemon law branded vehicles).

This CSP is applicable only to vehicles that were originally distributed in the U.S. or the U.S. Territories.

Imported vehicles (ex. Mexico and Canada) are **not** covered, even if currently registered in the U.S.

The defect in materials or workmanship in one of the covered components must have occurred on or **after** the date of the commencement of the CSP.

Q4: Is there a possibility that the condition I am experiencing is not covered under this CSP?

A4: Yes; there is a possibility that the condition you are experiencing is not covered under this CSP. *Please be aware that if the condition does not relate to a defect in materials or workmanship in one of the five covered components, you may be responsible for the diagnostic fees and any other repairs you may decide to have performed.*

Q4a: What if my Authorized Lexus Dealership determines that the condition I am experiencing is not covered by this CSP, but I strongly disagree with the diagnosis?

A4a: Please call the Lexus Customer Assistance Center (see Q8).

Q4b: What if I choose to have one of the covered components repaired at a non-Lexus Facility? Will Lexus reimburse me for these repairs?

A4b: No; this CSP is only applicable for repairs performed at an Authorized Lexus Dealership. There are no reimbursements for repairs performed at other facilities, or for repairs made prior to the commencement of the CSP.

**Q5: Which vehicles are included in this CSP?**

A5: This CSP includes 1998 through 2010 Model Year Lexus vehicles equipped with ETCS.

<b>LEXUS</b> 2002 - 2010 ES 1998 - 2010 GS 2007 - 2010 GS HV 2003 - 2010 GX 2010 HS 2001 - 2010 IS 1998 - 2010 LS 2008 - 2010 LS HV 1998 - 2010 LX 2004 - 2010 RX 2006 - 2008 RX HV 2010 RX HV 1998 - 2000 SC 2002 - 2010 SC
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**Q5a: How do I determine if my vehicle is part of the CSP?**

A5a: You may determine if your vehicle is covered under this CSP using one of the following resources:

- Contact the Lexus Customer Assistance Center (see Q8).
- Visit the settlement website [www.ToyotaELsettlement.com](http://www.ToyotaELsettlement.com).
- Contact an Authorized Lexus Dealership.

**Q6: Are there any other Lexus, Toyota or Scion vehicles included in this Settlement?**

A6: Yes, 1998 - 2010 Model Year Toyota and Scion vehicles equipped with ETCS are also included in this settlement.

<b>TOYOTA</b>	<b>TOYOTA</b>	<b>SCION</b>
2001-2010 4Runner	2004-2010 RAV4	2008-2010 xB
2005-2010 Avalon	2001-2010 Sequoia	2008-2010 xD
2002-2010 Camry	2004-2010 Sienna	2005-2010 tC
2002-2008 Camry Solara (2AZ)	2001-2005 Spyder (MR2) SMT	
2004-2008 Camry Solara (except 2AZ)	1998 Supra (2JZ-GE)	
2007-2010 Camry HV	2005-2010 Tacoma	
2003-2005 Celica (2ZZ)	2003-2004 Tacoma (5VZ w/ETCS-i)	
2005-2010 Corolla (except 2ZZ)	2003-2004 Tundra (5VZ)	
2005-2010 Corolla Matrix (except 1ZZ 4WD, 2ZZ)	2000-2010 Tundra (except 5VZ)	
2007-2010 FJ Cruiser	2009-2010 Venza	
2004-2010 Highlander	2007-2010 Yaris	
2006-2010 Highlander HV	2006 Yaris Hatchback	
1998-2010 Land Cruiser	[Puerto Rico]	
2001-2010 Prius		

**Q7: What should I do if I believe one of the covered components on my vehicle has a defect in materials or workmanship?**

A7: Please contact your local Lexus dealer for appropriate diagnosis and repair. If the condition is in accordance with the terms of this CSP, the repair will be performed at **no charge** (see Q3 & Q4).

**Q7a: What if the components covered under this CSP are functioning normally but I would like to have them replaced?**

A7a: This CSP only applies to vehicles that have experienced a defect in materials or workmanship in the covered components.

**Q8: What if I have additional questions or concerns?**

A8: If you have questions or concerns please contact:

- Lexus Customer Assistance Center at 1-800-255-3987.

Monday through Friday, 5:00 am to 6:00 pm, or Saturday 7:00 am to 4:00 pm Pacific Time.

For additional information regarding the *Economic Loss Class Action Settlement*, please visit the settlement website [www.ToyotaELsettlement.com](http://www.ToyotaELsettlement.com).