

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

This Spring, Toyota implemented a Customer Support Program in response to some customer concerns regarding premature or uneven wear on certain model year 2004 to early 2006 Toyota Siennas that came factory equipped with run-flat tires. Now a nationwide settlement has been reached in a class action lawsuit about whether the run-flat tires on these vehicles are susceptible to premature or uneven wear, among other claims. The settlement builds upon the existing Customer Support Program which provides a supplemental tire warranty and reimbursement to people who already replaced their run-flat tires.

If you're included in the Class, you may ask for benefits, or you can exclude yourself, or object. The United States District Court for the Northern District of California authorized this notice, and will have a hearing to decide whether to approve the settlement. Get a detailed notice at the website below or by calling 1-800-572-1157.

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

WHAT'S THIS ABOUT?

A lawsuit was brought against Toyota Motor Sales, U.S.A., Inc.; Toyota Motor North America, Inc.; Goodyear Dunlop Tires North America, LTD; and Bridgestone Firestone North American Tire, LLC (the "Defendants"). The lawsuit says the Defendants should have known about the alleged tire wear problems with the Class Vehicles, the tire pressure warning system and/or design of the Class Vehicles allegedly causing tire wear, and that the Class Vehicles lack a spare tire and spare tire storage space. Defendants deny these allegations and stand behind and support their products.

The Court did not decide which side was right. Instead, the settlement resolves the case and gives benefits to Class members.

WHAT BENEFITS DO I GET?

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

Reimbursement - to Class members who paid for replacement of their run-flat tires due to premature or uneven wear within the supplemental tire warranty period and before August 7, 2006. If worn run-flat tires were

replaced with run-flat tires, Class members will be reimbursed the cost of the tire(s), balancing, mounting, wheel weights and installation. If worn run-flat tires were replaced with conventional tires, Class members can either: (1) get reimbursed for the cost of the tire(s), balancing, mounting, wheel weights and installation, or (2) replace the conventional tires with new run-flat tires at no charge. If you already were reimbursed for replacing worn run-flat tires, you will not be reimbursed for the same run-flat tires again.

More details are in the Settlement Agreement which is available at www.rftprogram.com.

HOW DO I GET THE BENEFITS?

If you think your Class Vehicle is showing signs of uneven or premature wear, take it to your local Toyota dealer. If your vehicle is covered by the supplemental tire warranty and the dealer determines that your run-flat tires have uneven or premature wear under normal use, your tires will be replaced with new run-flat tires. If you have paid to replace your run-flat tires in the past, you can ask for reimbursement by mailing: (1) your name, address, telephone number; (2) a copy of your repair order which includes the reason for replacement; (3) proof-of-payment; and (4) proof-of-ownership, to:

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

WHAT ARE MY OTHER RIGHTS?

If you don't want to be legally bound by the settlement, you must exclude yourself by **October 16, 2006**, or you won't be able to sue, or continue to sue Defendants about the legal claims released in the settlement, ever again. If you exclude yourself, you will still get the benefits from Toyota's Customer Support Program. If you stay in the settlement, you may object to it by **October 16, 2006**. The detailed notice explains how to exclude yourself or object.

The Court will hold a hearing in this case, known as *Ciabattari v. Toyota Motor Sales U.S.A., Inc. et al.*, No. 3:05cv4289, on **November 17, 2006**, at 10:00 a.m. (subject to change) to consider whether to approve the settlement, and a request by the lawyers representing Class members for attorneys' fees and expenses of up to \$945,000 and to the 10 class representatives in the case of up to \$45,000. 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, call 1-800-572-1157 or go to the website listed below.

1-800-572-1157
www.rftprogram.com