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Attorney for Defendant Toyota Motor Sales, U.S.A., Inc.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Mark R Ciabattari, and all other persons similarly situated, Plaintiffs, vs. Toyota Motor Sales, U.S.A., Inc., a California corporation; Toyota Motor North America, Inc., Goodyear Dunlop Tires North America, LTD,. LLC, an Ohio limited liability corporation; and Bridgestone Firestone North American Tire, LLC, a Delaware limited liability company, Defendants.	Case No. C05-04289 SC CLASS ACTION DECLARATION OF KAN TUNG DONOHOE IN SUPPORT OF JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT **Date: July 7, 2006** **Time: 10:00** **Courtroom: 1** **Hon. Samuel Conti**

I, Kan Tung Donohoe state

1. I am an attorney licensed to practice law in the State of California including the court in which this action is pending. Our law firm, Kemnitzer, Anderson, Barron & Ogilvie, LLP, was retained by the plaintiffs in this litigation and I have participated in the case. I have personal knowledge of the information stated below and am competent to testify thereto.

2. A true and correct copy of the Settlement Agreement and its accompanying exhibits 1 to 4, incorporated therein, are attached as Exhibit A. The customer service letter is Exhibit 1 to the Settlement Agreement. The Direct Mail Notice is Exhibit 2 to the Settlement Agreement and will be sent to former and current owners/lessees of the Class Vehicles. The detailed notice is Exhibit 3 to the Settlement Agreement and will be made available on the settlement website established by the Settlement Administrator, or upon request. The Preliminary Approval Order is Exhibit 4 to the Settlement Agreement. Counsel for all parties have approved the Settlement Agreement, and its accompanying exhibits incorporated therein.

3. Attached as Exhibit B is a true and correct copy of the class administrator - Hilsoft Notifications' curriculum vitae.

QUALIFICATION OF KEMNITZER, ANDERSON, BARRON & OGILVIE, LLP

4. Our firm has substantial skill and experience representing consumers in class actions,

and we are willing and able to diligently represent the class in this litigation for all purposes.

Mark Anderson is generally involved in the class certification process. He have served as lead counsel or co-counsel for the plaintiffs in the following consumer class actions:

A. Pate v Boise Cascade Corp, No 765742 (Sup Ct, CCSF)(antitrust);
B. Goldberg v CPC Int'l Inc, No. 767721 (Sup Ct, CCSF)(antitrust);
C. Heick Supply Co v Enderle Metal Products, No. C-77-1788 RHS (N.D. Calif.) (antitrust);
D. Chadwick v Crocker National Bank, No. 792521 (Sup Ct, CCSF) (unfair practices action relating to bank holds on deposits);
E. Reynolds v Cuisinarts, No. 771 845 (Sup Ct, CCSF) (antitrust price fixing action by certified class);
F. Hughes v Insight Int'l Lt'd, No. 267 201 (Sup Ct, Contra Costa Co) (tour operator's unfair business practices switching class of senior citizens from first class hotels to cheap accommodations);
G. Shirley v Merrill, Lynch et al, Civil No 826026 (Sup Ct, CCSF) (holds on checks);
H. Gardiner v Sea-Land Service, Civil No 84-2354 (9th Cir)(seaman's maintenance action);
I. In re Long Distance Telecommunications Litigation, MDL Docket No 598 (E.D. Mich)(fraud by long distance companies for unanswered calls);
J. Mullen v Armstrong World Industries, Inc, No 268 517 (Sup Ct, Contra Costa Co)(homeowners v asbestos companies);
K. In re Castle & Cooke Shareholder Derivative Litigation, No C-85-0663 EFL (N. D. Calif) (securities);
L. Chesir v Castle & Cooke, Inc, No 792521 (Sup Ct, CCSF) (securities);
M. In re California Copper Water Tubing Litigation, No 805 395 (Sup Ct, CCSF) (antitrust);
N. Jarvis, Brodsky & Baskin v Hospital Correspondence Copiers, Civil No. 859 911 (Sup Ct, CCSF) (unlawful business practices in the copying of hospital medical records for attorneys);
O. Rosell v Continental Ins Co, (Sup Ct, Alameda Co. 1989) (unfair business practices by disability insurance carrier);
P. Lubliner v Maxtor Corp, Civil C 87 20795 (N. D. Calif. 1990) (securities);
Q. Baker v Melody Toyota, Inc., Civil No. C 93 1253-EFL (certified class of purchasers of vehicles with "rolled back" odometers);
R. Waggener v Television Signal Corp, Civil No. 946142 (Superior Court, City & Co of San Francisco) (late charges imposed by the Viacom cable TV subsidiaries);
S. Berkley v Lenfest West, Inc. dba Cable Oakland, Civil No. 713096-2 (Superior Court, Alameda County);(certified class involving late charges imposed by Cable Oakland);
T. Selnick v Sacramento Cable Co, Civil No. 541907 (Sacramento Co Superior Court)(late fee case, certified class settled for $1.5 million);
U. In re McKesson Water Co (San Francisco Superior Court 1998)(late fee case);
V. Schneider v AutoBahn et al (San Francisco Superior Court) (certified class action against Bay Area Mercedes-Benz dealers for price fixing on new cars);
W. Dilsworth v Kia Motors of America (Alameda County Superior Court) (cerfifed class action on Kia Sephia models with brake defects).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration is executed on June 23, 2006, in San Francisco, California.

/s/ Kan Tung Donohoe
Kan Tung Donohoe

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into on June 23 2006, by and between, on the one hand, Toyota Motor Sales, U.S.A., Inc. ("TMS"), Toyota Motor North America, Inc. ("TMNA") (collectively, "Toyota"), Goodyear Dunlop Tires North America, LTD. ("GDTNA") and Bridgestone Firestone North American Tire, LLC ("Bridgestone") (collectively, "Defendants") and, on the other hand, the named Plaintiffs (as defined below) in (a) *Mark R. Ciabattari v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. C05-04289 BZ, U.S. District Court of California, Northern District *("Ciabattari")*; (b) *Stanley Monk v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 05 CV 10562 (B.S.J.), U.S. District Court of New York, Southern District (*"Monk"*); (c) *Kyle Bressler, M.D. v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:05-cv-544-FtM-29DNF, U.S. District Court of Florida, Middle District (*"Bressler"*); (d) *Thomas F. Pear v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 3:05-cv-01778-JBA, U.S. District Court of Connecticut (*"Pear"*); (e) *Jeff Collinson, Scott M. Pollack, and Thomas Hunt, v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:05-cv-05471-HAA-MF, U.S. District Court of New Jersey (*"Collinson"*); (f) *Patricia and Michael Beaird v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 06C 0466, U.S. District Court of Illinois, Northern District of Illinois, (*"Beaird"*); and (g) *David Pollack v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 1:06-cv-01157-PAG, U.S. District Court of Ohio, Northern District (collectively, "Related Actions").

WHEREAS, TMS is a corporation organized under the laws of the State of California and is engaged in the business of, among other things, sales and marketing of motor vehicles;

WHEREAS, TMNA is a corporation organized under the laws of the State of Delaware and is the holding company for Toyota Motor Corporation's U. S. sales and North American manufacturing companies;

WHEREAS, GDTNA is a limited liability company formed under the laws of the

EXHIBIT A

State of Ohio and is engaged in the business of, among other things, sales and distribution of tires for motor vehicles;

WHEREAS, Bridgestone is a limited liability company formed under the laws of the State of Delaware and is engaged in the business of, among other things, sales and distribution of tires for motor vehicles;

WHEREAS, in the Related Actions, Plaintiffs allege, among other things, against some or all of Defendants that they knew, or should have known, that Run-Flat Tires (as defined in Paragraph 11) installed on Class Vehicles (as defined in Paragraph 3) were susceptible to premature or uneven wear, despite a tire pressure warning system, and that the Class Vehicles lacked a spare tire and spare tire storage space, and further allege that Defendants concealed from or failed to give notice of these conditions to purchasers and lessees of Class Vehicles;

WHEREAS, Defendants deny each and every one of these allegations, deny wrongdoing of any kind, and further believe that the requirements for a class action are not met in this litigation and that a class action should not be certified or maintained in the Related Actions (other than for purposes of settlement as provided in this Agreement);

WHEREAS, Class Counsel (as defined below) believe that the claims Plaintiffs have asserted have merit; however, Class Counsel also recognize that (a) it would be necessary to continue prosecuting the Related Actions against Defendants through seven trials in different courts, and, even if successful, through any appeals, including but not limited to, appeals from the class-certification order and any potential adverse jury verdict in a trial (as well as any equitable decision rendered by the Court), all of which would delay substantially class members' receipt of benefits, if any were obtained and (b) there are significant risks in this litigation, whose outcome is uncertain; therefore, balancing the costs, risks, and delay of continued litigation against the benefits of the settlement to the Settlement Class, Class Counsel have concluded that settlement as provided in this Agreement will be in the best interests of the Settlement Class as defined in this Agreement;

WHEREAS, Defendants do not believe Plaintiffs' claims are meritorious, but they

desire to avoid the uncertainty and expense of further litigation and Toyota wants to provide support to its loyal customers and GDTNA and Bridgestone wish to support the users of their products;

WHEREAS, this Agreement was entered into after extensive arm's-length discussions and negotiations between Class Counsel and counsel for Defendants, including a one-day formal mediation with the Hon. Edward Infante (ret.);

WHEREAS, counsel for Defendants and Class Counsel agree that the settlement contemplated by this Agreement (the "Settlement") is a fair, adequate, and reasonable resolution of the Related Actions;

WHEREAS, the Parties desire to compromise and settle all issues and claims that have been brought, or that could have been brought, against Defendants in the Related Actions;

WHEREAS, the Parties desire and intend to seek court approval of the a nationwide class settlement of the Related Actions as set forth in this Agreement and, upon such judicial approval, the Parties intend also to seek a Final Approval Order and Judgment (as defined in Paragraph 31) from the Court dismissing the claims of all Plaintiffs and Settlement Class Members with prejudice;

NOW, THEREFORE, it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement and the entry by the Court of a Final Approval Order and Judgment approving the terms and conditions of the Settlement as set forth in this Agreement, and providing for dismissal with prejudice of the claims asserted in the Related Actions by Plaintiffs and Settlement Class Members, the Related Actions shall be settled and compromised under the terms and conditions contained herein.

A. DEFINITIONS

Whenever the following capitalized terms are used in this Agreement and in the attached Exhibits (in addition to any definitions elsewhere in this Agreement), they shall have the following meanings:

1. "Bridgestone Related Parties" means Bridgestone Firestone North

American Tire, LLC, Bridgestone Corporation and Bridgestone Americas Holding, Inc. and each of their present or former officers, directors, employees, agents, attorneys, administrators, successors, suppliers, distributors, reorganized successors, spin-offs, assignees, holding companies, subsidiaries, affiliates, parents, joint venturers, partners, members, divisions, and predecessors, and authorized dealers.

2. "Class Counsel" refers to all the attorneys of record for Plaintiffs in the Related Actions and the predecessors and/or successors of each of these law firms.

3. "Class Vehicles" means Toyota Sienna vehicles, model years 2004, 2005 and 2006, produced on or before September 17, 2005, that came factory equipped with Run-Flat Tires (as defined below).

4. "Court" means the United States District Court for the Northern District of California.

5. "GDTNA Related Parties" means Goodyear Dunlop Tires North America, LTD., Sumitomo Rubber Industries, Ltd. and The Goodyear Tire and Rubber Company and each of their present or former officers, directors, employees, agents, attorneys, administrators, successors, suppliers, distributors, reorganized successors, spin-offs, assignees, holding companies, subsidiaries, affiliates, parents, joint venturers, partners, members, divisions, and predecessors, and authorized dealers.

6. "Effective Date of Settlement" means the date on which all appellate rights with respect to the Final Approval Order and Judgment in the *Ciabattari* action, described in Paragraph 31, have expired or have been exhausted in such a manner as to affirm the Final Approval Order and Judgment.

7. "Lead Class Counsel" refers to the following three law firms and their predecessors and/or successors:

Mark F. Anderson, Esq.
Kemnitzer, Anderson, Barron & Ogilvie, LLP
445 Bush Street, Sixth Floor
San Francisco, CA 94108

James E. Miller, Esq.
Shepherd, Finkelman, Miller & Shah, LLC
65 Main Street
Chester, CT 06412

and
Robin E. Nackman, Esq.
Bernstein, Nackman & Feinberg
67 Wall Street, 22nd Floor
New York, NY 10005

8. "Parties" means Defendants, Plaintiffs, and Settlement Class Members, as each of those terms is defined in this Agreement.

9. "Plaintiffs" means and includes all named plaintiffs and class representatives in the Related Actions, who are Mark Ciabattari, Jess Collinson, Scott Pollack, Thomas Hunt, Kyle Bressler, Tom Pear, Stanley Monk, Patricia Beaird and Michael Beaird and David Pollack.

10. "Released Claims" means any and all claims (including demands, rights, liabilities, and causes of action) of every nature and description that were or could have been asserted in any of the Related Actions by any Plaintiff or Settlement Class Member, or any of their predecessors, successors, representatives, parent companies, subsidiaries, affiliates, heirs, executors, administrators, attorneys, successors, and assignees, relating to Run Flat Tires and/or the design, operation and/or functionality of the tire pressure warning system or the Class Vehicle's lack of spare tire or spare tire storage space. This shall include, but not limited to, any and all claims relating to or alleging breach of express or implied warranty, state "lemon" laws, consumer fraud, deceptive or unfair business practices, false or misleading advertising, intentional or negligent misrepresentation, negligence, concealment, omission, unfair competition, unjust enrichment, and any and all claims or causes of action arising under or based upon any federal or state statute, act, ordinance, or regulation governing or applying to business practices generally, including, but not limited to, any and all claims relating to or alleging violation of the California Business and Professions Code §§ 17200-17209, or California Business and Professions Code § 17500. Released Claims include all such claims against the

Toyota Related Parties, the GDTNA Related Parties and/or the Bridgestone Related Parties, whether known or unknown (even if concealed or hidden), matured or unmatured, liquidated or unliquidated, at law or in equity, before any local, state or federal court, tribunal, administrative agency or commission, that were available under any federal, state or local law or administrative rule or regulation, that actually were asserted or potentially arise out of or are related to the subject matter of the Related Actions. Notwithstanding the language in this paragraph, "Released Claims" do ***not*** include any claims of personal injury or wrongful death or property damage other than damage to the Run-Flat Tire itself.

11. "Run Flat Tires" means the Dunlop SP Sport 4000 DSST P225/60R17 and Bridgestone B380 P225/60R17.

12. Settlement Administrator" refers to Hilsoft Notifications, 123 East Broad Street, Souderton, PA 18964. The Settlement Administrator will have the following responsibilities: (a) administration of Class Notice as provided in this Agreement; (b) administration of the official class action website and toll-free number as provided in this Agreement; and (c) receiving and distributing Requests for Exclusion and Objections as provided in this Agreement.

13. "Settlement Class" refers to the Settlement Class as defined in Paragraph 19 of this Agreement.

14. "Settlement Class Members" means all persons or entities who fit the Settlement Class definition specified in Paragraph 19, below, who have not validly and timely requested exclusion from the Settlement Class, as provided in this Agreement.

15. "Toyota Related Parties" means Toyota Motor Sales, U.S.A., Inc., Toyota North America, Inc., Servco Pacific, Inc., and Toyota Motor Corporation and each of their present or former officers, directors, employees, agents, attorneys, administrators, successors, suppliers, distributors, reorganized successors, spin-offs, assignees, holding companies, subsidiaries, affiliates, parents, joint venturers, partners, members, divisions, and predecessors, and authorized dealers.

B. TERMS OF SETTLEMENT AGREEMENT AND RELEASE

16. This Agreement is for settlement purposes only. Neither this Agreement nor any action taken pursuant to it shall constitute, or be construed as, an admission of the validity of any claim or any factual allegation that was or could have been made by Plaintiffs and Settlement Class Members in the Related Actions, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants. This Agreement shall not be offered or be admissible in evidence by or against Defendants, individually or collectively, or cited or referred to in any other action or proceeding, except (a) in any action or proceeding brought by or against the Parties to enforce or otherwise implement the terms of this Agreement, or (b) in any action to support a defense of issue preclusion, claim preclusion, release, estoppel, or similar defense in law or equity.

17. Subject to Court approval, the Parties agree that that the *Ciabattari* action will be deemed, for the purpose of settlement only, to be certified as a class action in accordance with the Settlement Class definition in Paragraph 19 of this Agreement, that the *Ciabattari* action should be settled on that basis, and that all the other Related Actions should be dismissed by stipulation after all rights to appeal the Final Approval Order and Judgment in the *Ciabattari* action have expired or have been exhausted in such a manner as to affirm that Final Approval Order and Judgment. Neither this Agreement nor any certification pursuant to this Paragraph shall constitute, in this or any other proceeding, an admission by Defendants or a finding or evidence that any requirement for class certification is satisfied in the Related Actions, or any other litigation, except for the limited purposes related to this Agreement. If this Agreement is terminated pursuant to its terms, any order certifying the Settlement Class shall be vacated, and the Related Actions shall proceed as though the Settlement Class had never been certified, without prejudice to the Parties' rights to either request or oppose class certification.

18. This Agreement is made with the understanding that (a) under applicable law, a class may be certified for settlement purposes only (*i.e.*, without needing to satisfy fully the standard required for certification of the matter for litigation purposes), (b) Defendants

contest and in no way agree that the proposed class in this case is suitable for class treatment under the law of any jurisdiction, other than for purposes of settlement as provided in this Agreement, and (c) notwithstanding any other provisions of this Agreement, all actions and proceedings pursuant to this Agreement shall be consistent with the foregoing.

19. The Settlement Class shall be defined as follows:

> All persons residing 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.

Excluded from the class are the following:

a. Toyota, GDTNA, and Bridgestone and their parents, subsidiaries, affiliates, officers, and directors;

b. the judge to whom this case is assigned and any member of the judge's immediate family; and

c. persons who have submitted a timely and valid request for exclusion from the Settlement Class.

20. In consideration for Plaintiffs' and Settlement Class Members' release of claims and dismissal with prejudice of the Related Actions as provided herein, Toyota agrees to provide relief to Settlement Class Members as follows:

a. Toyota will agree to continue its program providing a Supplemental Tire Warranty ("Supplemental Warranty") on Class Vehicles for three years or 36,000 miles from the date of first vehicle use, whichever occurs first ("Supplemental Warranty Period"), for uneven or premature tire wear under normal use. This Supplemental Warranty is limited to Run-Flat Tires. For the purposes of the Supplemental Warranty, (a) "uneven" tire wear means the uneven wear between the center of the treads and the shoulder tread areas; and (b) "premature" wear means the tread depth of less than 3/32" at any center tread. If a Toyota dealer determines that a Settlement Class Member has experienced either tire wear condition on

a Class Vehicle, the Settlement Class Member will have either two or four tires replaced (consistent with the Owner's Manual and the particular tire wear observed by the Toyota dealer) with new Dunlop or Bridgestone run-flat tires without charge for the costs of the tires, balancing, mounting, wheel weights and installation. The Supplemental Warranty is limited to the specific Class Vehicle, as identified by the Vehicle Identification Number on the class notice (as defined in Paragraph 24) and subject to the same conditions set forth in the New Vehicle Limited Warranty section of the Owners Manual for other components covered by said limited warranty. To receive coverage under the Supplemental Warranty, the work must be performed only at an authorized Toyota dealer.

b. In addition, Toyota will continue to reimburse Settlement Class Members who paid for replacement of one or more Run-Flat Tires on their Class Vehicles due to uneven or premature wear during the Supplemental Warranty Period, but before Toyota mailed them the Customer Support Program Letter (attached hereto as Exhibit 1), subject to the conditions provided herein ("Reimbursement Claims"). If the Settlement Class Member replaced his or her tires with Dunlop or Bridgestone run-flat tires, Toyota will reimburse said class member the costs of the tire(s), balancing, mounting, wheel weights and installation. If the Settlement Class Member replaced his or her Run-Flat Tires with conventional tires, Toyota will, at said class member's election, either (i) replace the conventional tires with four new Dunlop or Bridgestone run-flat tires at no cost; or (ii) reimburse said class member the costs of the conventional tire(s), balancing, mounting, wheel weights and installation. Replacement of tire(s) due to damage caused by accident, puncture, road hazard impact is not eligible.

c. To submit a Reimbursement Claim, the Settlement Class Member will need to mail (i) name, address and telephone number; (ii) a copy of the repair order which includes the reason for the tire replacement; (iii) proof of payment; and (iv) proof of ownership

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at the time of replacement to the following address:

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

Toyota will handle processing Reimbursement Claims. If a Settlement Class Member has previously been reimbursed for their Run-Flat Tire replacement, this Settlement Agreement does not entitle that Class Member to any further reimbursement for those same tires. If a Reimbursement Claim is denied, Toyota will so notify Settlement Class Member in writing. Reimbursement Claims must be filed within six months of mailing of the class notice ("Reimbursement Period"). All Settlement Class Members who fail to timely submit valid Reimbursement Claims within the Reimbursement Period cannot obtain payments pursuant to this Agreement, but will in all other respects be subject to and bound by the provisions and releases of this Agreement and the Final Approval Order and Judgment entered by the Court. Subject to the protective order entered by the Court and Paragraph 42 herein, Toyota agrees to provide Lead Class Counsel quarterly reports during the Reimbursement Period setting forth how many reimbursement claims were paid and denied.

21. A Settlement Class Member whose Reimbursement Claim was denied and wants the decision reviewed must follow the appeal process provided in this Paragraph. The Settlement Class Member must contact Lead Class Counsel and advise of the dispute. Lead Class Counsel will then meet and confer with TMS's designee to try to resolve the dispute. If the dispute cannot be resolved and the Settlement Class Member wishes to escalate to the next level, Lead Class Counsel must submit a written claim for reimbursement ("Appeal Claim") to the Settlement Master (Lester J. Levy of JAMS, San Francisco office), and serve a copy by mail to TMS's designee not later than 20 days after the meet and confer process is terminated. TMS will have 23 days from the date of mailing of the Appeal Claim to file a written response. The Settlement Master will decide the issue on the papers, and his determination will be final and binding. The Settlement Master's fees and costs will be split 50/50 between Lead Class Counsel

and TMS. TMS agrees to pay a retainer of up to $5,000 to the Settlement Master, from which its share of fees and costs for dispute resolution services provided by the Settlement Master will be deducted.

22. Upon the Effective Date of Settlement, Plaintiffs and Settlement Class Members, and each of them, forever release, discharge, waive and covenant not to sue the Toyota Related Parties, the GDTNA Related Parties and the Bridgestone Related Parties regarding any of the Released Claims, as that term is defined in Paragraph 10. This release shall be understood to include all such claims which Plaintiff and Settlement Class Members do not know of or suspect to exist in their favor at the time of this release and that, if known by them, might have affected their settlement and release of Toyota Related Parties, the GDTNA Related Parties and the Bridgestone Related Parties, or might have affected their decision not to object to this Agreement. With respect to all Released Claims, and without assuming that the Released Claims are a general release, Plaintiffs and Settlement Class Members expressly waive and relinquish to the fullest extent permitted by law, (a) the rights conferred by section 1542 of the California Civil Code, which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.

and (b) any law of any state or territory of the United States, federal law or principle of common law or equity, or of international or foreign law, which is comparable to section 1542 of the California Civil Code. Plaintiffs and Settlement Class Members recognize that even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nonetheless agree that upon the entry of the Final Approval Order and Judgment, Plaintiffs and Settlement Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Agreement.

23. Class Counsel and counsel for Defendants shall present this Agreement to

the Court as soon as is practicable after the execution of this Agreement, along with a Joint Motion for Preliminary Approval of the Agreement, Certification of the Settlement Class, Appointing Lead Class Counsel, Setting a Hearing on Final Approval of the Agreement, and Directing Notice to the Class, in a form agreeable to both parties ("Joint Motion"). The Parties shall take all appropriate steps to obtain an order granting the Joint Motion, substantially similar to the form attached as Exhibit 4 ("Preliminary Approval Order"). In the Preliminary Approval Order, the Parties shall seek to:

a. conditionally certify a national settlement class (as defined in Paragraph 19) for settlement purposes only;

b. appoint Mark Ciabattari as Class Representative;

c. appoint as Lead Class Counsel:

Mark F. Anderson, Esq.
Kemnitzer, Anderson, Barron & Ogilvie, LLP
445 Bush Street, Sixth Floor
San Francisco, CA 94108

James Miller, Esq.
Shepherd, Finkelman, Miller & Shah, LLC
65 Main Street
Chester, CT 06412

and
Robin E. Nackman, Esq.
Bernstein, Nackman & Feinberg
67 Wall Street, 22nd Floor
New York, NY 10005

d. receive preliminary approval of the settlement set forth in this Agreement as fair, reasonable, and adequate;

e. schedule a date for the Final Settlement Hearing and setting forth the procedures for the conduct of that hearing;

f. receive a finding that the form and method of disseminating the class notice to Settlement Class Members by direct mail (substantially in the forms attached to

this Agreement as Exhibit 2) and via the internet (substantially in the forms attached to this Agreement as Exhibit 3) meets all of the requirements of due process, constituting the best notice practicable in the circumstances;

g. set forth procedures and deadlines for filing objections to this Agreement and requesting exclusion from the settlement class as provided in Paragraphs 28 and 29;

h. approve Hilsoft Notifications as the Settlement Administrator to perform the tasks designated to be performed by the Settlement Administrator pursuant to this Agreement; and.

i. request a provision enjoining all further putative class action litigation in other cases related to Run-Flat Tires, including the other Related Actions

24. Toyota through the Settlement Administrator shall disseminate summary notice of the pendency of this class action, proposed settlement and hearing on final approval, in substantially the form set forth in Exhibit 2 ("Notice"), by first-class mail to potential Settlement Class Members. The mailing list for this Notice shall be compiled by Toyota in the same manner that it compiles mailing lists for owner notification programs conducted in the ordinary course of Toyota's business. If any Notice is returned along with an advisory identifying a forwarding address, the Settlement Administrator shall cause the Notice to be placed in first-class mail, postage prepaid, directed to the forwarding address. Toyota shall have no obligation to locate potential Settlement Class Members or to mail additional copies of the Notice. Toyota shall pay all costs related to the printing and mailing of this Notice and all costs for the Settlement Administrator retained to provide services as provided in this Agreement.

25. As provided in the Notice, copy of the detailed notice, in substantially the form set forth in Exhibit 3 ("Detailed Notice") Notice shall also be available on a website on the internet to be established and maintained by the Settlement Administrator. Other contents of this website may include this Agreement, customer support letter, court filings necessary to obtain preliminary approval of the settlement and any final approval order and Frequently Asked

Questions ("FAQs") about the Settlement. Lead Class Counsel may summarize the class settlement on their website with a link to the website established by the Settlement Class Counsel may refer Plaintiffs and Settlement Class Members to the Lead Class Counsels' websites, but will not otherwise publicize that website. The content of these websites will be mutually agreed upon by the Parties. These websites may remain active and accessible through January 1, 2009. Class Counsel will pay for any costs associated with the establishment and maintenance of their website.

26. Toyota will establish a toll-free telephone number that will be included in the Notice. The toll-free telephone number will provide pre-recorded information, agreed to by the Parties, on the following: (1) a statement on the status of the settlement and its terms, (2) a reference to the web site for further information, (3) a prompt to request a copy of the Detailed Notice, and (4) the address of Lead Class Counsel to whom Settlement Class Members may write for additional information. Toyota's obligation to maintain the toll-free telephone number will continue until the Settlement receives final approval by the Court.

27. The Settlement Administrator shall complete mailing of the Notices 60 days after receipt of mailing list information from R. L. Polk or after entry of the Preliminary Approval Order, whichever date is latest. Class Counsel and Defendants will request that the Court schedule a fairness hearing to obtain final approval of the settlement on November 17, 2006, or at the Court's earliest convenience thereafter.

28. Anyone who wishes to be excluded from the Settlement Class must submit a written request for exclusion by sending it by U.S. mail, first class and postage paid to the United States Post Office Box established and maintained by the Settlement Administrator on behalf of Toyota for the purposes of this Class Settlement. Toyota's obligation to maintain the P.O. Box will continue until Class Settlement receives final approval from the Court. Any request for exclusion must be postmarked on or before the deadline specified in the Notice, which shall be no less than thirty (30) days after the mailing of the Notice.

a. Anyone submitting a request for exclusion must (i) set forth his/her

full name and current address, (ii) identify the model year and model of his/her Class Vehicle(s) and the approximate date of purchase or lease, (iii) whether the class member requesting exclusion still owns/leases the class vehicle, and (iv) specifically state his/her desire to be excluded from the Settlement Class. Any current owner or lessee of a Class Vehicle who submits a request for exclusion must also provide the Vehicle Identification Number of the vehicle with that request.

b. Anyone who falls within the Settlement Class definition and does not submit a request for exclusion in complete accordance with the deadlines and other specifications set forth in the Notice shall become a Settlement Class Member and be bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class pursuant to this Agreement.

29. Any Settlement Class Member who wishes to object to the proposed Settlement must send a written objection ("Objection") to the Settlement Administrator at the United States Post Office Box described in Paragraph 28 by U.S. mail, first class and postage paid. All Objections must also be served on Lead Class Counsel and on counsel for Toyota at the addresses provided in Paragraph 52 herein. Any Objection must be postmarked on or before the deadline specified in the Notice, which shall be thirty (30) days after mailing of the Notices. Only Settlement Class Members may object to the Settlement. The Settlement Administrator shall be responsible for filing all timely and valid Objections with the Clerk of Court within five (5) calendar days of receipt.

a. In his/her Objection, an objecting Settlement Class Member must (i) set forth his/her full name, current address, and telephone number, (ii) identify the model and model year of his/her Class Vehicle(s), as well as the Vehicle Identification Number of his/her Class Vehicle(s) (iii) state whether he/she is a current owner or lessee, (iv) state when he/she purchased/leased the Class Vehicle(s), (v) set forth a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (vi) provide copies of any other documents that the objector wishes to submit in support of his/her position.

b. Any Settlement Class Member who does not submit an Objection in complete accordance with this Paragraph and the provisions specified in the Notice shall not be permitted to object to the Settlement.

c. Subject to approval of the Court, any objecting Settlement Class Member may appear at the Fairness Hearing held by the Court, in person or through counsel, to show cause why the proposed Settlement should not be approved as fair, adequate and reasonable, or object to any petitions for attorney fees, named plaintiff incentive fees and reimbursement of litigation costs and expenses. The objecting Settlement Class Member must file with the Clerk of the Court and serve upon counsel designated in Paragraph 52 herein, a notice of intention to appear at the Fairness Hearing ("Notice of Intention to Appear") by the deadline specified in the Notice, which shall be thirty (30) days after the mailing of the Notice pursuant to this Agreement. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her counsel) will present to the Court in connection with the Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with the deadlines and other specifications set forth in the Notice, and who has not filed an Objection in complete accordance with the deadlines and other specifications set forth in this Paragraph and the Notice, will be barred from speaking or otherwise presenting any views at any Fairness Hearing.

30. The Settlement Administrator shall, upon request, provide copies to Defendants and Lead Class Counsel of all requests for exclusion and all written communications relating to the Settlement that the Settlement Administrator receives from Settlement Class Members or others, including any Objections received that have not been served on the Parties. The Party that makes the request share bear all costs of providing said copies to that Party. To the extent that Class Counsel or Defendants receive requests for exclusions or Objections that have not been transmitted to the Settlement Administrator, they shall transmit those communications to the Settlement Administrator, who shall provide the other party with a copy

of those communications.

31. Following final approval by this Court of this Agreement and the Settlement ("Final Approval Order and Judgment"), the Parties will request entry of Final Approval Order and Judgment. In the Final Approval Order and Judgment, the Parties shall seek to, among other things:

a. receive final approval to the terms of this Agreement as fair, adequate, and reasonable;

b. provide for the orderly performance and enforcement of the terms and conditions of the Agreement;

c. dismiss *Ciabattari* with prejudice;

d. discharge the Toyota Related Parties, GDTNA Related Parties and Bridgestone Related Parties of and from all further liability for the Released Claims to Plaintiffs and Settlement Class Members;

e. permanently bar and enjoin Plaintiffs, and each and every member of the Settlement Class, or any of their predecessors, successors, representatives, parent companies, subsidiaries, affiliates, heirs, executors, administrators, attorneys, successors, and assignees from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of them, or in any other capacity of any kind whatsoever, any action in any state or federal court or any other tribunal, forum, or proceeding of any kind, against the Toyota Related Parties, GDTNA Related Parties and Bridgestone Related Parties that asserts any claims that would be released and discharged upon final approval of the settlement as provided in this Agreement;

f. confirm certification of the Settlement Class for settlement purposes only and finding that the requirements for class treatment have been met for purposes of the Settlement Class;

g. receive a finding that the form and manner of disseminating class

notice as set forth in the Settlement Agreement and ordered by the Court was accomplished as directed, constituted the best practicable notice under the circumstances, met or exceeded the requirements of due process, and constituted due and sufficient notice to all members of the Settlement Class; and

h. receive a finding that Plaintiff and the Class Counsel have fairly and adequately represented the interests of the Settlement Class Members at all times in the Action.

32. Promptly after the date of entry of the Final Approval Order and Judgment in the *Ciabattari* action, Plaintiffs and Settlement Class Members will dismiss with prejudice all of the other Related Actions. The dismissal of all of the Related Actions is a condition precedent to Toyota's obligation to provide the consideration specified in Paragraph herein.

33. If (a) the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court in form and in substance as contemplated by this Agreement and its associated proposed orders; or (b) the Final Order and Judgment described in Paragraph 31 is reversed or modified on appeal; and (c) either Defendants or Plaintiffs so elect, this Agreement shall be null and void, having no further force and effect with respect to any Party in the Related Actions. In that event, it may not be offered in evidence or used in any litigation (including the Related Actions) for any purpose, including the existence, certification, or maintenance of any purported class. The canceling and terminating Party may make such election only by furnishing written notice of an intent not to proceed with the terms and conditions of this Agreement to the other Party within fifteen (15) calendar days of the event forming the basis for the election to terminate. In the event of such an election, this Agreement and all negotiations, proceedings, documents, and related statements shall be without prejudice to the Parties, shall not be deemed an admission by any Party of any matter, and shall not be used for any purpose. All Parties to any of the Related Actions shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. If the Agreement is terminated, any and all orders entered by the Court pursuant to the provisions of this Agreement

shall be vacated *nunc pro tunc*. Provided, however, that no modification by any court of any award of attorney fees and/or expenses (as long as in compliance with Paragraph 34) shall be deemed to trigger this option to terminate and cancel the Agreement.

34. Defendants agree not to oppose a petition on behalf of all Class Counsel for attorneys fees, and costs ("Fee Award') in a total amount not to exceed $945,000, or a petition on behalf of the Plaintiffs for an award ("Incentive Payments") not to exceed in total $45,000. Class Counsel agree not to seek from the Court more, and will not accept more, than $945,000 total for a Fee Award, and Plaintiffs agree not to seek from the Court more, and will not accept more, than $45,000 total for Incentive Payments. Class Counsel and Plaintiffs agree to provide an executed W4 to Toyota promptly following final approval of the settlement by the Court. Toyota agrees to pay the Fee Award and/or Incentive Payment as provided herein, or such lesser amounts, if so ordered by the Court, within ten (10) business days of confirmation of the entry of dismissal with prejudice of all of the Related Actions or receipt of all W4s, which ever date is latest. Toyota shall deliver the Fee Award and Incentive Payments to Lead Class Counsel, who will be solely responsible for allocating said funds to the Plaintiffs and Class Counsel. In no event shall Defendants be obligated to pay Class Counsel, Plaintiffs, Settlement Class Members, or other counsel any attorney fees, incentive payment or costs in an amount greater than the amounts specified in this Paragraph for activity relating to the allegations that form, or could have formed, the basis of the Related Actions.

35. The Parties agree that Defendants are in no way liable for any taxes Class Counsel, Plaintiffs, Settlement Class Members, or others may be required to pay as a result of the receipt of settlement benefits. The Parties also agree that neither Class Counsel, nor Plaintiffs, nor Settlement Class Members are in any way liable for any taxes Defendants may be required to pay as a result of the payments under or the administration of this Agreement.

36. Defendants shall not be responsible to Plaintiffs or Settlement Class Members who submit objections to the Settlement or who exclude themselves from the Actions (or any parts thereof) for attorneys' fees, costs, or expenses of any kind.

37. Any Fee Award and Incentive Payments payable hereunder and approved by the Court shall be in complete satisfaction of any and all claims for such attorneys' fees, incentive payment and costs under state or federal law which Plaintiffs, the Settlement Class Members, or their Class Counsel have or may have against Defendants arising out of or in connection with the Related Actions and this Settlement.

38. Each Party will bear its own attorneys' fees and court costs, except as provide in Paragraph 34 herein, incurred in connection with the negotiation and preparation of the Class Settlement Agreement, all subsequent proceedings to certify a settlement class and receive court approval of the Class Settlement Agreement, including without limitation fees and costs of appeals, and implementation of the terms of this Agreement.

39. Subject to other provisions of this Agreement, the parties to this Agreement agree to cooperate fully, to execute any and all supplementary documents reasonably necessary to effectuate the terms of this Agreement, and to take all additional actions and reasonable steps which may be necessary or appropriate to obtain judicial approval of this Agreement and to give this Agreement full force and effect. The Parties agree that the Settlement embodied in this Agreement is fair, adequate, and reasonable as to all Parties.

40. This Agreement and its attachments shall constitute the entire Agreement of the Parties and shall not be subject to any change, modification, amendment, or addition without the express written consent of Lead Class Counsel and Defendants. This agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

41. All Exhibits are incorporated into this Agreement by reference.

42. A Party shall not use the documents produced by the other Party (for which said Party did not already have a copy) for any purpose without the written consent of the other Party. Each Party agrees to destroy or cause to be destroyed all copies of documents produced by the other Party and that within 30 days of the Settlement Effective Date, counsel for each Party shall send written confirmation that those documents have been destroyed. The quarterly reports referred to in Paragraph 20(c) shall be destroyed no later than 30 days after the

receipt of the last quarterly report.

43. This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assignees.

44. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Toyota, on behalf of Defendants, and Lead Class Counsel, on behalf of Plaintiffs and Settlement Class Members, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

45. Lead Class Counsel further warrant that no other attorneys who have appeared on any documents filed on behalf of Plaintiffs, as well as other attorneys that have participated in the Related Actions, have any claim for attorney fees separate from those fees to be awarded to Class Counsel pursuant to Paragraph 34.

46. The Settlement shall be a full settlement, compromise, release, and discharge of the Released Claims. The Toyota Related Parties, GDTNA Related Parties and/or Bridgestone Related Parties shall have no further or other liability or obligation to any Settlement Class Member or any other Releasing Party with respect to the Released Claims, except as expressly provided herein.

47. The Parties stipulate to stay all proceedings in the Related Actions until the approval of this Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to the approval of this Agreement.

48. Defendants and Plaintiffs acknowledge that they have been represented and advised by independent legal counsel throughout the negotiations leading up to this Agreement. They have voluntarily executed the Agreement with the consent and on the advice of counsel.

49. This Agreement may be executed in counterpart by the Parties, and a

facsimile signature shall be deemed an original signature for purposes of this Agreement.

50. This Agreement shall be construed under and governed by the laws of the State of California without giving effect to the State's choice of law principles. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement, as well as any and all matters arising out of, or relating to, the interpretation or implementation of the Final Approval Order and Judgment and/or this Agreement.

51. The Parties have negotiated and fully reviewed the terms of this Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction of this Agreement by a court of law or any other adjudicating body.

52. Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Toyota or to Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Lead Class Counsel:
Mark F. Anderson, Esq.
Kemnitzer, Anderson, Barron & Ogilvie, LLP
445 Bush Street, Sixth Floor
San Francisco, CA 94108

As to Toyota:
Thomas M. Riordan, Esq.
O'MELVENY & MYERS LLP
610 Newport Center Drive
Newport Beach, California 92660

Unless otherwise indicated herein, where any Party's exercise of any right under this Agreement requires written notice, the Party shall serve such written notice by First Class U.S. mail or any method that is at least as reliable and timely as First Class U.S. mail

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IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

Date:_____ By: _____
Mark Ciabattari

Date:_____ By: _____
Jess Collinson

Date:_____ By: _____
Stanley Monk

Date:_____ By: _____
Kyle Bressler

Date:_____ By: _____
Scott Pollack

Date:_____ By: _____
Thomas Hunt

Date:_____ By: _____
Tom Pear

Date:_____ By: _____
Patricia Beaird

Date:_____ By: _____
Michael Beaird

Date:_____ By: _____
David Pollack

Date:_____ By: _____
Toyota Motor Sales, U.S.A., Inc.
Name:
Title:

Date:_____ By: _____
Toyota Motor North America, Inc.
Name:
Title:

Date:_____ By: _____
Goodyear Dunlop Tires North America, LTD.
Name:
Title:

Date:_____ By: _____
Bridgestone Firestone North American Tire, LLC
Name:
Title:

APPROVED AS TO FORM

COUNSEL FOR PLAINTIFFS:

By: _____
Mark F. Anderson, Esq.
Attorney for Plaintiff Mark R. Ciabattari
(California)

By: _____
Robin E. Nackman, Esq.
Attorney for Plaintiff Stanley Monk
(New York)

By: _____
James C. Shah, Esq.
Attorney for Plaintiffs Jess Collinson,
Scott M. Pollack and Thomas Hunt
(New Jersey)

By: _____
James E. Miller, Esq.
Attorney for Plaintiff Thomas F. Pear
(Connecticut)

By: _____
Scott R. Shepherd, Esq.
Attorney for Plaintiff Kyle Bressler, M.D.
(Florida)

By: _____
Howard B. Prossnitz, Esq.
Attorney for Plaintiffs Patricia and Michael
Beaird (Illinois)

By: _____
Mark Schlachet, Esq.
Attorney for Plaintiff David Pollack
(Ohio)

COUNSEL FOR DEFENDANTS:

By: _____
Thomas M. Riordan, Esq.
Attorney for Defendant Toyota Motor Sales, U.S.A., Inc.

By: _____
Thomas M. Riordan, Esq.
Attorney for Defendant Toyota Motor North America, Inc.

By: _____
Bruce Ainbinder, Esq.
Attorney for Defendant Goodyear Dunlop Tires North America, LTD.

By: _____
Colin P. Smith, Esq.
Attorney for Defendant Bridgestone Firestone North American Tire, LLC

2004 through Early 2006 Model Year Sienna All Wheel Drive (AWD) Run-Flat Tire Customer Support Program

Dear Sienna AWD Customer: <VIN>

At Toyota, we are dedicated to providing vehicles of outstanding quality and value. As part of our continual efforts to meet your product expectations, Toyota would like to advise you of an extension to portions of your Sienna's New Vehicle Limited Basic Warranty as they apply to your vehicle's Run-Flat Tires.

Toyota cares about our customers

In recent months, Toyota has received reports regarding uneven or premature tire wear on some factory-equipped Run-flat tires on certain 2004 through early 2006 model year Sienna AWD vehicles. Although the tires are normally covered by the tire manufacturer's warranty, we at Toyota care about your overall Sienna experience and want to reassure you that we stand behind our products. To this end, we have made arrangements for a special supplement to your vehicle's Warranty Coverage.

This Supplemental Tire Warranty Coverage is offered for a period of 3 years or 36,000 miles from the date of first vehicle use, which ever occurs first, for uneven or premature tire wear under normal use. This offer is limited to the specific vehicle listed above equipped with Dunlop SP Sport 4000 DSST P225/60R17 and Bridgestone B380 RFT P225/60R17 Run-flat tires on the involved Sienna AWD vehicle. For the purposes of this special program, "uneven" tire wear means uneven wear between the center treads and the shoulder tread areas and "premature" tire wear means a tread depth of less than 3/32" at any center tread.

Should you experience this condition, any Toyota dealer will inspect, and if necessary, make arrangements to replace the tire(s). This will include the cost of the tire(s), balancing, mounting, wheel weights and installation.

This offer is limited to your specific Sienna AWD whose Vehicle Identification Number (VIN) is printed above and is subject to the same conditions set forth in the New Vehicle Limited Warranty section of your Owner's Warranty Information booklet, with the exception of the supplemental warranty coverage on the run-flat tires. Damage incurred from accident or debris is not covered by the New Vehicle Limited Warranty or this warranty supplement. ***Please note that this coverage is for warranty work performed at an authorized Toyota dealer only.***

What should you do?

If you have not experienced this condition, please insert this letter into your Sienna's Owner's Warranty Information booklet for future reference.

In the event that this condition has occurred to the tire(s) on your Sienna AWD vehicle, please contact any Toyota dealer and make arrangements for inspection and, if applicable, tire(s) replacement. Please present this notice to the Toyota dealer when you bring the vehicle in for your appointment.

If you no longer own the vehicle, please utilize the enclosed postage paid form and provide us with the name and address of the new owner.

What if you have other questions?

Your local Toyota dealer will be more than happy to answer any of your questions and set up an appointment if this condition has occurred on your vehicle. If you require further assistance, you may contact the Toyota Customer Experience Center at 1-888-270-9371 Monday through Friday, 5:00 am to 9:30 pm, Saturday and Sunday 7:00 am through 3:00 pm Pacific Standard Time.

A special brochure has been enclosed with this owner notification to answer some questions about these advanced technology run-flat tires; it also contains additional helpful information (for example, do I need to observe any special precautions when driving after a puncture and loss of pressure? Do I have a spare tire? Are there any special care requirements for the tires? What does the tire pressure monitoring system do?) After reviewing this brochure, we ask that you insert it into your vehicle's Owner's Manual.

What if you have previously paid for a replacement of the tire(s) for this specific condition as it applies to your 2004 through early 2006 model year Sienna?

If you have previously paid for the replacement of one or more of your tires during the applicable period, for an uneven or premature wear condition, please mail a copy of your repair order which includes the reason for replacement, proof-of-payment, and proof-of-ownership to the following address for reimbursement consideration:

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

Include your name, address, and telephone number(s) in your request. Please allow 4 to 6 weeks to process your request. Please note that damage incurred from accident or debris is not covered by the New Vehicle Limited Warranty or this warranty supplement.

We have sent this notice in the interest of your continued satisfaction with our products.

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

LEGAL NOTICE

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 1-800-000-0000.

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 not 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 the 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. 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 1-800-000-0000 or go to the website listed below.

1-800-000-0000
www.rftprogram.com

Exhibit 2 to the Settlement Agreement

Notice Administrator for U.S. District Court
PO Box 0000
City, ST 00000

Legal Notice for Toyota customers.

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.

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

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.

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 the run-flat tires that came factory-equipped on certain model year 2004 to early 2006 Toyota Siennas are susceptible to premature or uneven wear, among other claims. The Siennas that came factory-equipped with run-flat tires are the AWD or mobility models.
- This Spring, Toyota implemented a Customer Support Program in response to some customer concerns regarding premature or uneven wear on the run-flat tires on those Toyota Siennas. 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.
- 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, or your own lawsuit, against the Defendants about the legal claims released in this settlement.
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	Give up rights to be part of any other lawsuit against the Defendants about legal claims released by the settlement, but you get the benefits of the settlement.

- 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.

WHAT THIS NOTICE CONTAINS

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 Samuel Conti of the United States District Court for the Northern District of California is overseeing this class action lawsuit. The case is known as *Ciabattari v. Toyota Motor Sales U.S.A. et al*, No. 3:05cv4289. The people who sued are called the "Plaintiffs," and the companies they sued, 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 are called the "Defendants."

2. What is the lawsuit about?

The lawsuit concerns Toyota Sienna vehicles, model year 2004, 2005, or 2006, produced on or before September 17, 2005, that came factory equipped with run-flat tires, referred to through out as "Class Vehicles." The Siennas that came factory-equipped with run-flat tires are the AWD or mobility models. 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.

3. What is uneven or premature wear?

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.

4. What tires are included in the settlement?

Dunlop SP Sport 4000 DSST P225/60R17 and Bridgestone B380 P225/60R17 run-flat tires are included in the settlement.

5. Why is this a class action?

In a class action one or more people called "Class Representatives" (in this case, Mark Ciabattari, Jess Collinson, Scott Pollack, Thomas Hunt, Kyle Bressler, Tom Pear, Stanley Monk, Patricia and Michael Beaird and David Pollack) 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 Defendants from liability. The settlement does not mean that the Defendants 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 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. The Siennas that came factory-equipped with run-flat tires are the AWD or mobility models.

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 1-800-000-0000 with questions.

THE BENEFITS—WHAT YOU GET

9. What are the Benefits?

The benefits include:

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. To receive coverage under the Supplemental Tire Warranty, the work must be done at an authorized Toyota dealer.

Reimbursement - to Class members who paid for replacement of their run-flat tires due to premature or uneven wear within the Supplemental 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 a document called the Settlement Agreement and which is available at www.rftprogram.com

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

If the settlement becomes final, Class members will be releasing the Defendants and related people and entities for all the claims described and identified in paragraph 10 of the Settlement Agreement. The Settlement Agreement is available at www.rftprogram.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 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. How do I get the benefits of the Supplemental Tire Warranty?

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 either two or four new run-flat tires, according to the Owner's Manual and the particular wear observed.

12. What if I already had my tires replaced?

If you paid for replacement of your run-flat tires due to premature or uneven wear within the Supplemental Warranty Period and before August 7, 2006 you may be eligible for reimbursement. If you replaced your worn run-flat tires with new run-flat tires, you are eligible to be reimbursed the cost of the tire(s), balancing, mounting, wheel weights and installation. If you replaced your worn run-flat tires conventional tires, you can either: (1) get reimbursed for the cost of the conventional tire(s), balancing, mounting, wheel weights and installation, or (2) replace the conventional tires with new run-flat tires at no charge.

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

Replacement of tire(s) due to damage caused by accident, puncture, or road hazard impact are not eligible for reimbursement. If you already were reimbursed for replacing worn run-flat tires you will not be reimbursed for the same run-flat tires again.

13. What if my claim for reimbursement is denied?

There is a process in the settlement to resolve disagreements between you and the Defendants over your claim. You will get further details in the letter you receive about your claim. The Settlement Agreement available at www.rftprogram.com also provides more information.

Excluding Yourself from the Settlement

If you want to keep the right to sue or continue to sue the Defendants 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?

No. Although you are still eligible for the benefits provided by Toyota's Customer Support Program, you will not get any of the benefits provided by this settlement. 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 Defendants 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 Defendants for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit on the released claims.

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 *Ciabattari v. Toyota Motor Sales U.S.A.* and mention the case number (No. 3:05cv4289). Be sure to include: (1) your full name and current address; (2) year and model of vehicle; (3) approximate date of purchase or lease; (4) whether you still own/lease the vehicle; (5) the VIN number of your vehicle if you still own/lease it; and (5) 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 **October 16, 2006** to:

Run-Flat Tire Exclusions
PO Box 00000
City, ST 00000

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":

Mark F. Anderson, Esq.
Kemnitzer, Anderson, Barron & Ogilvie, LLP
445 Bush Street, Sixth Floor
San Francisco, CA 94108

James Miller, Esq.
Shepherd, Finkelman, Miller & Shah, LLC
65 Main Street
Chester, CT 06412

Robin E. Nackman, Esq.
Bernstein, Nackman & Feinberg
67 Wall Street, 22nd Floor
New York, NY 10005

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.

18. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs and expenses not to exceed $945,000. Class Counsel will also ask for a payment of up to $5000 for each of the 9 Class Representatives (Mark Ciabattari, Jess Collinson, Scott Pollack, Thomas Hunt, Kyle Bressler, Tom Pear, Stanley Monk, Patricia and Michael Beaird (treated as one) and David Pollack) who helped the lawyers on behalf of the whole Class. The Court may award less than these amounts. The Defendants will separately make the payments that the Court orders. These payments will not reduce the value of the benefits distributed to Class members. The Defendants will also separately pay the costs to administer the settlement.

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 *Ciabattari v. Toyota Motor Sales U.S.A.* and mention the case number (No. 3:05cv4289). Be sure to include: (1) your name, address, and telephone number; (2) year and model of vehicle; (3) whether you still own/lease the vehicle; (4) approximate date of purchase or lease; (5) the VIN number of your vehicle; (6) reasons why you object to the settlement; and (7) your signature. Provide any copies of any other documents that you wish to submit in support of your objection. Mail the objection to these three different places postmarked no later than **October 16, 2006**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court United States District Court for the Northern District of California 450 Golden Gate Ave. San Francisco, CA 94102	Mark F. Anderson, Esq. Kemnitzer, Anderson, Barron & Ogilvie, LLP 445 Bush Street, Sixth Floor San Francisco, CA 94108	Thomas M. Riordan, Esq. O'Melveny & Myers LLP 610 Newport Center Dr. Newport Beach, CA 92660

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 you may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at 10:00 a.m. on Friday, November 17, 2006, at the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California. 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 Conti will only listen to people who have asked to speak at the hearing (*See* Question 23 below). The Court will also decide how much to pay the lawyers representing Class Members and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. 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 Conti 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 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 *Ciabattari v. Toyota Motor Sales U.S.A.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be postmarked no later than **October 16, 2006**, and be sent to the addresses listed in Question 19. 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.rftprogram.com. You may also write with questions to Run-Flat Tire Settlement, PO Box 0000, City, ST 00000. You can also call the toll free number, 1-800-000-0000.

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Mark F. Anderson (CA SBN 44787)
Kan Tung Donohoe (CA SBN 197785)
445 Bush Street, Sixth Floor
San Francisco, CA 94108
Telephone: (415) 861-2265
Fax: (415) 861-3151
Email: mark@kabolaw.com
Attorney for Plaintiff Mark R Ciabattari and all others similarly situated

SHEPHERD, FINKELMAN, MILLER & SHAH, LLC
James E. Miller (CT SBN 420518)
65 Main Street
Chester, CT 06412
Telephone: (860) 526-1100
Fax: (860) 526-1120
Email: jmiller@classactioncounsel.com
Attorney for Plaintiff and all others similarly situated

BERNSTEIN NACKMAN & FEINBERG
Jeffrey S. Feinberg (NY SBN 4051165)
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New York, NY 10005
Telephone: (212) 709-8229
Fax: (646) 349-3036
Email: jfeinberg@jsf-law.net
Attorney for Plaintiff and all others similarly situated

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650 California Street, 14th Floor
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Fascimile: (415) 434-1370
Email: ralph.robinson@wilsonelser.com
Attorney for Defendant Good Year Dunlop Tires North America, LTD

O'MELVENY & MYERS LLP
Thomas M. Riordan (CA SBN 176364)
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Newport Beach, CA 92660-6429
Telephone: (949) 760-9600
Fax: (949) 823-6994
Email: TRiordan@OMM.com
Attorney for Defendant Toyota Motor Sales, U.S.A., Inc.

Exhibit 4 to the Settlement Agreement

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Mark R Ciabattari, and all other persons similarly situated, Plaintiffs, vs. Toyota Motor Sales, U.S.A., Inc., a California corporation; Toyota Motor North America, Inc., Goodyear Dunlop Tires North America, LTD,. LLC, an Ohio limited liability corporation; and Bridgestone Firestone North American Tire, LLC, a Delaware limited liability company, Defendants.	Case No. C05-04289 SC CLASS ACTION **[Proposed] PRELIMINARY APPROVAL ORDER Re: CLASS ACTION SETTLEMENT** **Date: July 7, 2006** **Time: 10:00** **Courtroom: 1** **Hon. Samuel Conti**

The Parties having filed a joint motion for an order preliminarily approving the Settlement Agreement and Release ("Agreement") entered into by Plaintiffs, represented by Mark Ciabattari (collectively "Plaintiffs") and Defendants, Toyota Motor Sales, U.S.A., Inc., ("TMS"), Toyota Motor North American, Inc., Goodyear Dunlop Tires North American, LTD, and Bridgestone Firestone North American Tire, LLC ("Defendants"), the Court having reviewed such motion and the Agreement and exhibits attached thereto and the supporting papers submitted therewith, and the Court being fully advised:

IT IS HEREBY ORDERED THAT:

1. The Agreement and the settlement set forth therein are preliminarily approved as fair, reasonable and adequate to allow dissemination of class notice.

2. For the purposes of settlement only, pursuant to Rule 23 of Federal Rules of Civil Procedure, the Court certifies that this action may proceed as a class action on behalf of a Settlement Class as follows:

> All persons residing 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.

> Excluded from the Class are (1) Defendants and their parents, subsidiaries, affiliates, officers, and directors; (2) the judge to whom this case is assigned and any member of the judge's immediate family; and (3) persons who have submitted a timely and valid request for exclusion from the Settlement Class.

3. The declaration that this litigation may be maintained for settlement purposes only as a class action and the appointment of Class Counsel shall be without force or effect if: (a) the Court does not give final approval to the Agreement and enter the Final Order and Judgment substantially in the form described in Paragraph 31 of the Agreement, or (b) this Court's approval of the Settlement Agreement and/or entry of the Final Order and Judgment are reversed on appeal.

4. Plaintiff, Mark Ciabattari, and the named Plaintiffs in the six related actions referenced in the Agreement, which also are parties to the settlement are hereby appointed representative Plaintiffs.

5. Kemnitzer, Anderson, Barron & Ogilve, LLP, Shepherd, Finkelman, Miller & Shah, LLC, and Bernstein Nackman & Feinberg are hereby appointed Lead Class Counsel.

6. Hilsoft Notifications is hereby approved as the Settlement Administrator.

7. TMS is approved to handle claims for reimbursement as provided in the Agreement.

8. Approval is hereby given to the form of and the provisions for disseminating the class notice (as set forth in Paragraphs 24 and 25 of the Agreement and Exhibits 2 and 3 thereto) to Settlement Class Members, which the Court hereby finds constitutes valid, due, and sufficient notice to Settlement Class Members in full compliance with the requirements of applicable law, Rule 23 of the Federal Code of Civil Procedure, and the Due Process Clause of the United States Constitution. The Court finds that the class notice to be given constitutes the best notice practicable under the circumstances, including individual notice to all Settlement Class Members whose most current available address can reasonably be found in TMS' own vehicle sales database and an R.L. Polk & Co. database of registered owners and/or lessees of the Class Vehicles. Where necessary, R.L. Polk & Co. is authorized to obtain vehicle registration information concerning current or former owners or lessees of the Class Vehicles from the

appropriate state agencies for the sole purpose of providing mailed class notice, and the relevant state agencies shall make the appropriate vehicle registration data available to R.L. Polk & Co. for this purpose only. The costs of providing class notice to the Settlement Class Members shall be borne by Defendants. Further, the Court authorizes the parties to make minor revisions to the notice as they may jointly deem necessary or appropriate, without the necessity of further Court action or approval.

9. A final approval hearing shall be held by this Court to consider and finally determine:

a. Whether the class settlement should be finally approved as fair, reasonable and adequate;

b. Whether attorneys' fees and expenses should be awarded to Plaintiffs' counsel, as provided in Paragraph 34 of the Agreement;

c. Whether incentive awards should be awarded to the representative plaintiffs, as provided in Paragraph 34 of the Agreement; and

d. Whether any objections to the Agreement and settlement set forth therein have merit.

The final approval hearing described in this paragraph may be postponed, adjourned, or continued by order of the Court without further notice to the Class Members.

10. Any class member who does not request exclusion, and who objects to approval of the proposed settlement in compliance with the requirements of the Agreement, may appear at the final approval hearing in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate.

11. However, no person (other than representatives of the named parties) may be heard at the final approval hearing, or file papers or briefs, unless on or before the date set forth in the class notice, such person files with the Clerk of the Court and serves on Lead Class Counsel and Counsel for TMS, as provided in Paragraph 52 of the Agreement, a timely written objection and notice of intent to appear, in accordance with the procedures specified in the class notice. Any class member who does not make his or her objection to the settlement in the

manner provided herein and in the Agreement and in compliance with applicable law, shall be deemed to have waived such objection or right to intervene for purposes of appeal, collateral attack or otherwise.

12. Any class member who desires exclusion therefrom must mail, by the date set forth in the class notice, a written request for exclusion to the addresses set forth in the class notice. All persons who properly submit requests for exclusion shall not be part of the settlement and shall have no rights with respect to the settlement.

13. If the Agreement is finally approved, the Court shall enter a final order and judgment approving the Agreement. Said final order and judgment shall be fully binding with respect to all class members who did not request exclusion by the date set forth in the class notice, in accordance with the terms of the class notice and the Agreement.

14. All discovery and other pretrial proceedings in this action and any other action asserting like claims against Defendants are stayed and suspended until further order of this Court, except as otherwise agreed to by the parties or as may be necessary to implement the Agreement or this order. Further, after consideration of issues relating to comity and the complexity of this Litigation, the Court finds that simultaneous proceedings in other fora relating to the claims in this action would jeopardize this Court's ability to rule on the proposed Class Settlement, would substantially increase the cost of litigation, would create risk of conflicting results, would waste Court resources, and could prevent the Plaintiffs and Settlement Class Members from benefiting from any negotiated settlement. Permitting another court to interfere with this Court's consideration or disposition of this case would seriously impair this Court's flexibility and authority to decide this case. The Court, therefore, finds that an order protecting its jurisdiction is necessary in aid of this Court's jurisdiction.

15. In the event that the proposed settlement as provided in the Agreement is not approved by the Court, or entry of a final order and judgment does not occur for any reason, then the Agreement, all drafts, negotiations, discussions and documentation relating thereto, and all orders entered by the Court in connection therewith shall become null and void.

In such event, the Agreement and all negotiations and proceedings relating thereto shall

be withdrawn without prejudice to any claims, defenses and rights of any and all Parties thereto, who shall be restored to their respective positions as of the execution of the Agreement.

16. The dates of performance of this Order are as follows:

a. The class notice shall be disseminated in accordance with Paragraphs 24 and 25 of the Agreement. The parties shall use their best efforts to complete dissemination of notice by September 15, 2006.

b. Requests for exclusion must be received by October 16, 2006.

c. Objections to the settlement, requests for intervention and notices of intention to appear at the final approval hearing shall be deemed timely only if filed with the Court and served on Plaintiffs' counsel by October 16, 2006.

d. Plaintiffs' counsel shall tabulate requests for exclusion from prospective Settlement Class Members and shall report the names and addresses of such persons to the Court and to Defendants by October 27, 2006

e. Plaintiffs' counsel shall file and serve papers in support of final approval of the settlement, responding to any objections or motions to intervene, and requesting attorneys' fees, costs and expenses by October 27, 2006.

f. Defendants shall file papers, if any, in support of final approval of the settlement and responding to any objections or motions to intervene by November 3, 2006.

g. By November 3, 2006, Defendants shall certify to the Court that they have complied with the notice requirements set forth in the Agreement and this order.

h. The final approval hearing shall be held on November 17, 2006.

IT IS SO ORDERED.

ENTERED this _____ day of July 2006 BY THE COURT

_____
Honorable Samuel Conti
United States District Judge

Submitted by: _____
Mark F. Anderson
Attorneys for Plaintiff and the Class

Exhibit 4 to the Settlement Agreement

Exhibit B

Hilsoft Notifications

Philadelphia Area Office: 123 East Broad Street, Souderton, PA 18964, (215) 721-2120, (215) 721-6886 fax

Nation's leading expert firm for large-scale, unbiased, full service class action and bankruptcy bar date notice plan design, implementation, and analysis ❖ Unique recognition by Federal and State Courts ❖ Innovated standards now followed for method and form of notice ❖ Only notice expert invited to testify before the Advisory Committee on Civil Rules on 2001 amendments to Fed. R. Civ. Proc. 23 ❖ Asked by Federal Judicial Center to write and design the 'model' plain language notices now at www.fjc.gov ❖ First notice expert recognized in Canada under the Ontario Class Proceedings Act of 1992 ❖ Notice for largest claims process in U.S. history ❖ Cited in the first significant reported decision on use of media audience data to establish the "net reach" of unknown class members – now a cornerstone of methodology for adequacy of notice ❖ More than 200 cases with its media notices appearing in 150 countries and 54 languages ❖ Court-approved notice plans have withstood challenge to U.S. Supreme Court ❖ First intelligent website Q&A engine ❖ More than 15 MDL cases ❖ More than 60 favorable judicial comments — 0 unfavorable ❖ More than 25 article publications ❖ Frequent notice/due process speaker ❖ Team has worked as neutral experts for both defendants and plaintiffs ❖ Case examples include:

- National settlement notice to 25 million policyholders in the largest race-based pricing case, ***Thompson v. Metropolitan Life Ins. Co.,*** 216 F.R.D. 55, 62-68 (S.D. N.Y. 2003).
- Worldwide notice in the $1.25 billion settlement ***In re Holocaust Victims Assets,* "Swiss Banks,"** No. CV-96-4849 (E.D.N.Y.). Designed & implemented all U.S. and international media notice in 500+ publications in 40 countries and 27 languages. Called the most complex notice program in history.
- Designed/implemented multi-media notice campaign for largest ever U.S. claims process: the $10 billion tobacco buyout for **U.S. Dept. of Agriculture**/Wachovia.
- National settlement notice to 40 million people in ***Scott v. Blockbuster,*** No. D 162-535 (Tex., 136th Jud. Dist.) withstood collateral review, *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001).
- Multi-national claims bar date notice ***In re The Babcock & Wilcox Co.***, No. 00-10992 (E.D. La.) to asbestos personal injury claimants. Set standards for asbestos-related bankruptcies, i.e., W.R. Grace & USG.
- National notice in ***Avery v. State Farm,*** No. 97-L-114 (Cir. Ct. Ill.), withstood challenges to Illinois Supreme Court and U.S. Supreme Court, and re-affirmed in *Avery v. State Farm*, 321 Ill. App. 3d 269 (5th Dist. 2001).
- National settlement notice ***In re Synthroid Marketing Litig.***, MDL 1182 (N.D. Ill.). Notice withstood appellate challenge, 264 F.3d 712, 716 (C.A.7 (Ill.), 2001).
- Scrutinized opposing notice expert opinion in ***Parsons/Currie v. McDonalds*** resulting in widely reported published decision, 2004 WL 40841 para. 49-58 (Ont. S.C.J. 2004) upheld on appeal ***Currie v. McDonald's Rests. of Canada Ltd.,*** 2005 CanLII 3360 (ON C.A.).
- Written and live testimony on notice in ***Spitzfaden v. Dow Corning,*** No. 92-2589, (La. Civ. Dist. Ct.), the first breast implant class action to go to trial. Notice withstood challenge to Louisiana Supreme Court.
- ***In re Dow Corning Corp.,*** No. 95-20512-11-AJS (Bankr. E.D. Mich.). Designed global breast implant U.S. and foreign media plans, ensuring that millions of additional women received effective notice of the bar date.
- Our notice expertise cited in ***Cox v. Shell Oil***, "Polybutylene Pipe," 1995 WL 775363, 6 (Tenn. Ch. 1995). Our notice evidence cited when collateral attack rejected. *Hospitality Mgmt. Assoc., Inc. v. Shell Oil* Co. 356 S.C. 644, 663, 591 S.E.2d 611, 621 (S.C., 2004).
- National settlement notice, ***Williams v. Weyerhaeuser Co.***, No. 995787, "Hardboard Siding Litigation" (Cal. Super. Ct.). Notice withstood appellate challenge, 2002 WL 373578, at 10 (Cal. App. 1 Dist.).
- Other significant notice cases: ***Ting v. AT&T, Talalai v. Cooper Tire, In re Bridgestone/Firestone Prods. Liab., Microsoft I-V Cases, Wilson v. Servier (Canadian Nat'l Fen/Phen), In re Pittsburgh Corning (Asbestos), In re Factor Concentrate Blood Prods. (Nat'l Hemophiliac HIV), In re Serzone Prods. Liab.,*** and many others.

EXPERTS ON STAFF

Todd B. Hilsee, President ~ Mr. Hilsee is the leading expert in class action notice planning, implementation, and analysis. He has been uniquely recognized by Federal and State Courts as an expert on notice, including the first significant reported decision, ***In re Domestic Air Transp. Antitrust Litig.*, 141 F.R.D. 534 (N.D. Ga. 1992)**, on the use of media audience data to quantify the "net reach" of unknown class members – now a cornerstone of the methodology to determine the adequacy of notice. In Jan. 2002, he was the only notice expert invited to testify

before the Advisory Committee on Civil Rules of the Judicial Conference of the United States about the proposed "plain language" amendment to Rule 23, and subsequently was asked to write and design the illustrative 'model' plain language notices in collaboration with the Federal Judicial Center, which are now posted at www.fjc.gov. Todd has published numerous articles on notice and due process and he was the first notice expert recognized in Canada under the Ontario Class Proceedings Act of 1992. As a communications professional, Hilsee spent the majority of his advertising career with Foote, Cone & Belding, the largest U.S. domestic advertising firm, where he was awarded the American Marketing Association's award for effectiveness. ❖ He received his B.S. in Marketing from the Pennsylvania State University. Todd can be reached at *hilsee@hilsoft.com*

Barbara A. Coyle, Executive Vice President ~ Ms. Coyle provides over 21 years of professional experience in the field of advertising media planning, negotiating, placement and analysis. She has handled millions of dollars of media assignments in international media vehicles. ❖ Her consumer notification experience includes: the multinational Dow Corning Bankruptcy, State Farm Auto Parts Litigation, Swiss Banks Settlement, the International Commission on Holocaust Era Insurance Claims, the German Slave and Forced Labour Fund, the Austria National Fund, the International Organization for Migration, the Synthroid Marketing Litigation, the multinational Babcock & Wilcox Asbestos-related bankruptcy, the 900 Number Litigation as to MCI, and many others. Her focus has been on extending the value of media budgets through skillful negotiating. ❖ Barbara is a Cum Laude graduate of Temple University in Philadelphia, with a B.A. in Journalism, where she also received the Carlisle Award for Journalism. Barb can be reached at *bcoyle@hilsoft.com*.

Gina M. Intrepido, Vice President, Media Director ~ Ms. Intrepido has over 13 years of media planning and buying experience. She began her career in New York at one of Madison Avenue's leading firms, BBDO Worldwide, preparing the sophisticated media planning studies for major national consumer advertising accounts and brands such as Gillette, GE Appliances, Lever Brothers, HBO and others. ❖ Gina has planned numerous judicially approved notice plans including the Blockbuster EVF Settlement, Cooper Tire Settlement, the Microsoft I-V Cases antitrust litigation for California (mirroring the U.S. Justice Department's case), and many others including the Weyerhaeuser Hardboard Siding claims campaign which involved a creative and efficient use of radio selected through a detailed claims/population cross tabulation analysis. ❖ Gina earned a B.A. in Advertising from the Pennsylvania State University, graduating with the highest honors. Gina can be reached at *gintrepido@hilsoft.com*.

Shannon R. Wheatman Ph.D., Vice President, Notice Director ~ Dr. Wheatman joined Hilsoft Notifications after serving in the Research Division of the Federal Judicial Center in Washington, DC. While at the FJC she worked with the Civil Rules Advisory Committee on the effects of *Amchem/Ortiz* on the filing rates of Federal class actions and conducted a survey of over 700 class action attorneys on the impact of those two cases on choice of federal or state forum in class action litigation. Shannon also played an integral part in the development of model notices at the behest of the Committee to satisfy the plain language notice amendment to Rule 23. Shannon has researched issues for the Bankruptcy Committee on reappointments and the administration of bankruptcy court caseloads. ❖ Shannon has a Ph.D. in Social Psychology from the University of Georgia and a Masters in Legal Studies from the University of Nebraska-Lincoln. Shannon has studied legal research and writing, torts, mass communication law, evidence, constitutional law, civil procedure, and law and medicine. In 2000, she received first place in a professional research writing competition from the American Society for Trial Consultants for her research on comprehension of jury instructions in an insanity defense trial. Shannon can be reached at *swheatman@hilsoft.com*.

JUDICIAL COMMENTS

Judge Lee Rosenthal, *Advisory Committee on Civil Rules of the Judicial Conference of the United States* (Jan. 22, 2002), addressing Mr. Hilsee in a public hearing on proposed changes to Rule 23:

> *I want to tell you how much we collectively appreciate your working with the Federal Judicial Center to improve the quality of the model notices that they're developing. That's a tremendous contribution and we appreciate that very much…You raised three points that are criteria for good noticing, and I was interested in your thoughts on how the rule itself that we've proposed could better support the creation of those or the insistence on those kinds of notices . . .*

Judge Marvin Shoob, *In re Domestic Air Transp. Antitrust Litig.,* 141 F.R.D. 534, 548 (N.D. Ga. 1992):

> *The Court finds Mr. Hilsee's testimony to be credible. Mr. Hilsee's experience is in the advertising industry. It is his job to determine the best way to reach the most people. Mr. Hilsee*

answered all questions in a forthright and clear manner. Mr. Hilsee performed additional research prior to the evidentiary hearing in response to certain questions that were put to him by defendants at his deposition . . . The Court believes that Mr. Hilsee further enhanced his credibility when he deferred responding to the defendant's deposition questions at a time when he did not have the responsive data available and instead utilized the research facilities normally used in his industry to provide the requested information.

Mr. Justice Cumming, *Wilson v. Servier,* (Sept. 13, 2000) No. 98-CV-158832, "National Fen/Phen Litigation" (Ont. S.C.J):

[A] class-notification expert, Mr. Todd Hilsee, to provide advice and to design an appropriate class action notice plan for this proceeding. Mr. Hilsee's credentials and expertise are impressive. The defendants accepted him as an expert witness. Mr. Hilsee provided evidence through an extensive report by way of affidavit, upon which he had been cross-examined. His report meets the criteria for admissibility as expert evidence. R. v. Lavallee, [1990] 1 S.C.R. 852.

Judge John R. Padova, *Rosenberg v. Academy Collection Service, Inc.* (Dec. 19, 2005) No. 04-CV-5585 (E.D. Pa.):

. . . upon consideration of the Memorandum of Law in Support of Plaintiff's Proposed Class Questionnaire and Certification of Todd Hilsee, it is hereby ORDERED that Plaintiff's form of class letter and questionnaire in the form appended hereto is APPROVED. F.R.Civ.P. 23(c).

Judge Douglas L. Combs, *Morris v. Liberty Mutual Fire Ins. Co.,* (Feb. 22, 2005), No. CJ-03-714 (D. Okla.):

I want the record also to demonstrate that with regard to notice, although my experience – this Court's experience in class actions is much less than the experience of not only counsel for the plaintiffs, counsel for the defendant, but also the expert witness, Mr. Hilsee, I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Catherine C. Blake, *In re Royal Ahold Securities and 'ERISA' Litig.,* (January 6, 2006) MDL 1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge John Speroni, *Avery v. State Farm,* (Feb. 25, 1998) No. 97-L-114, "Auto Parts Litigation" (Ill. Cir. Ct. Williamson Co.) (Withstood challenge to Illinois Supreme Court, and the United States Supreme Court denied certiorari on issues including the notice issues):

[T]his Court having carefully considered all of the submissions, and reviewed their basis, finds Mr. Hilsee's testimony to be credible. Mr. Hilsee carefully and conservatively testified to the reach of the Plaintiffs' proposed Notice Plan, supporting the reach numbers with verifiable data on publication readership, demographics and the effect that overlap of published notice would have on the reach figure . . . This Court's opinion as to Mr. Hilsee's credibility, and the scientific basis of his opinions is bolstered by the findings of other judges that Mr. Hilsee's testimony is credible.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litig.,* (Sept. 2, 2005) MDL 1477, (S.D. W. Va.):

> *"The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication."*

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (Oct. 29, 2001) No. L-8830-00 MT (N.J, Super. Ct. Middlesex Co.):

> *I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life . . . it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.*

Judge Richard G. Stearns, *In re Lupron Marketing and Sales Practice Litig.*, (Nov. 23, 2004) MDL 1430 (D. Mass.):

> *I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be In reaching those most directly affected.*

Judge Michael Maloan, *Cox v. Shell Oil,* (Nov. 17, 1995) No. WL 775363, at *6, "Polybutylene Pipe Litigation" (Tenn. Ch. Ct.):

> *Cox Class Counsel and the notice providers worked with Todd B. Hilsee, an experienced class action notice consultant, to design a class notice program of unprecedented reach, scope, and effectiveness. Mr. Hilsee was accepted by the Court as a qualified class notice expert . . . He testified at the Fairness Hearing, and his affidavit was also considered by the Court, as to the operation and outcome of this program.*

In re Synthroid Marketing Litig., 264 F.3d 712, 716 (C.A.7 (Ill.), 2001):

> *Although officially in the game, the objectors have not presented any objection to the settlement that was not convincingly addressed by the district court. The objectors contend that the settlement should have been larger, that the notice was not sufficient, and that the release of liabilities is too broad.*

Judge Michael Canaday, *Morrow v. Conoco Inc.,* (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

> *The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.*

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (Oct. 30, 2001) No. MID-L-8839-00 MT (N.J. Super. Ct. Middlesex Co.):

> *The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process. The parties have retained Todd Hilsee, president of Hilsoft Notification, who has extensive experience designing similar notice programs...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.*

Judge David De Alba, *Ford Explorer Cases*, (Aug. 19, 2005) JCCP Nos. 4226 & 4270 (Cal. Super. Ct., Sacramento Co.):

> *It is ordered that the Notice of Class Action is approved. It is further ordered that the method of notification proposed by Todd B. Hilsee is approved.*

Currie v. McDonald's Rests. of Canada Ltd., 2005 CanLII 3360 (ON C.A.):

> *The respondents rely upon the evidence of Todd Hilsee, an individual with experience in developing notice programs for class actions. In Hilsee's opinion, the notice to Canadian members of the plaintiff class in Boland was inadequate . . . In response to Hilsee's evidence, the appellants filed the affidavit of Wayne Pines, who prepared the Boland notice plan . . . I am satisfied that it would be substantially unjust to find that the Canadian members of the putative class in Boland had received adequate notice of the proceedings and of their right to opt out . . . I am not persuaded that we should interfere with the motion judge's findings . . . The right to opt out must be made clear and plain to the non-resident class members and I see no basis upon which to disagree with the motion judge's assessment of the notice. Nor would I interfere with the motion judge's finding that the mode of the notice was inadequate.*

Judge Stuart R. Pollak, *Microsoft I-V Cases,* (Apr. 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct. San Francisco Co.):

> *[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.*

Judge Richard G. Stearns, *In re Lupron Marketing and Sales Practice Litig.*, (May 12, 2005) MDL 1430 (D. Mass.):

> *With respect to the effectiveness of notice, in the absence of any evidence to the contrary, I accept the testimony of Todd Hilsee that the plan he designed achieved its objective of exposing 80 percent of the members of the consumer class…*

Williams v. Weyerhaeuser Co., 2002 WL 373578, at *10 (Cal. App. 1 Dist.):

> *The hybrid notice given here--a combination of individual notice and notice by publication--was, as the trial court found, the best practicable method under the circumstances. The mass media campaign in this case appears to have been far more extensive than that approved in Dunk, supra, 48 Cal.App.4th at pp. 1800, 1805, 56 Cal.Rptr.2d 483. Objectors' own experience indicates the campaign was effective. Three of them received individual notices, two learned of the settlement through advertisements, and the others apparently learned of the settlement when one of them went around the neighborhood and told his neighbors about the settlement.*

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.,* (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct. St. Clair Co.):

> *The Court hereby finds that the Notice Plan constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.*

Judge Yada T. Magee, *Spitzfaden v. Dow Corning,* (Mar. 17, 1997) No. 92-2589, "Breast Implant Litigation" (La. Civ. Dist. Ct. Orleans Parish) (The Louisiana Supreme Court upheld the ruling, finding no error):

> *Given the definition of this class and the potential size, the efforts taken to notify potential class members was more than sweeping…Accordingly the Court finds that the notice was adequate.*

Judge Marvin Shoob, *In re Domestic Air Transp. Antitrust Litig.,* 141 F.R.D. 534, 555 (N.D. Ga. 1992):

> *The Court is convinced that the innovative notice program designed by plaintiffs not only comports with due process and is sensitive to defendants' res judicata rights, but it is the only notice program suitable for this unique and massive consumer class action.*

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.,* (Dec. 19, 2005) No. CV-2002-952-2-3 (Cir. Ct. Ark.):

> *Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.*

Judge Paul H. Alvarado, *Microsoft I-V Cases,* (July 6, 2004) J.C.C.P. No. 4106 (Cal. Super. Ct., J.C.C.P. No. 4106):

> *. . . the Court finds the notice program of the proposed Settlement was extensive and appropriate. It complied with all requirements of California law and due process. Designed by an expert in the field of class notice, Todd B. Hilsee, the notice plan alone was expected to reach at least 80% of the estimated 14.7 million class members. (Hilsee Decl. Ex. 3, ¶28). The Settlement notice plan was ultimately more successful than anticipated and it now appears that over 80% of the class was notified of the Settlement.*

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.,* (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

> *Notice given to Class Members…were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content…*

Judge James R. Williamson, *Kline v. The Progressive Corp.,* (Nov. 14, 2002) No. 01-L-6 (Cir. Ct. Ill. Johnson Co.):

> *Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process . . .*

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.,* (Nov. 24, 2004) MDL 1430 (D. Mass.):

> *After review of the proposed Notice Plan designed by Hilsoft Notifications…is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.*

Judge Carter Holly, *Richison v. Am. Cemwood Corp.,* (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

> *The parties undertook an extensive notice campaign designed by a nationally recognized class action notice expert. See generally, Affidavit of Todd B. Hilsee on Completion of Additional Settlement Notice Plan.*

Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co., 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup.Ct.S.C. 2004):

> *Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.*

Judge Dudley Bowen, *Andrews/Harper v. MCI,* (Aug. 18, 1995) No. CV 191-185, "900 Number Class Action" (S.D. Ga.):

> *Upon consideration of the submissions of counsel and the testimony adduced at the hearing, and upon the findings, observations and conclusions expressed from the bench into the record at the conclusion of the hearing, it is hereby ordered that the aforementioned proposed media plan is approved.*

Judge Salvatore F. Cozza, *Delay v. Hurd Millwork Co.,* (Sept. 11, 1998) No. 97-2-07371-0 (Wash. Super. Ct. Spokane Co.):

> *I'm very impressed by the notice plan which has been put together here. It seems to be very much a state of the art proposal in terms of notifying class members. It appears to clearly be a very good alternative for notification. The target audience seems to be identified very well, and the Court is very satisfied with the choice of media which has been selected to accomplish this.*

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.,* (Aug. 10, 2004) No. 8:03 CV 0015-T-30 MSS (M.D. Fla.):

> *Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.*

Judge Richard J. Shroeder, *St. John v. Am. Home Prods. Corp.,* (Aug. 2, 1999) No. 97-2-06368-4 (Wash. Super. Ct. Spokane Co.):

> *[T]he Court considered the oral argument of counsel together with the documents filed herein, including the Affidavit of Todd B. Hilsee on Notice Plan…The Court finds that plaintiffs' proposed Notice Plan is appropriate and is the best notice practicable under the circumstances by which to apprise absent class members of the pendency of the above-captioned Class Action and their rights respecting that action.*

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.,* (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct. St. Clair Co.):

> *. . . this Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.*

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.,* (Dec. 19, 2005) No. CV-2002-952-2-3 (Cir. Ct. Ark.):

> *Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed.*

Judge Carter Holly, *Richison v. Am. Cemwood Corp.,* (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

> *As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options.*

Judge David Flinn, *Westman v. Rogers Family Funeral Home,* (Mar. 5, 2001) No. C 98-03165 (Cal. Super. Ct. Contra Costa Co.):

> *The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.*

Judge Stuart R. Pollak, *Microsoft I-V Cases,* (Mar. 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco Co.):

> *Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.*

Mr. Justice Cullity, *Parsons/Currie v. McDonald's Rests. of Can.,* (Jan. 13, 2004) 2004 Carswell Ont. 76, 45 C.P.C. (5th) 304, [2004] O.J. No.83:

> *I found Mr. Hilsee's criticisms of the notice plan in Boland to be far more convincing than Mr. Pines' attempts during cross-examination and in his affidavit to justify his failure to conduct a reach and frequency analysis of McDonald's Canadian customers. I find it impossible to avoid a conclusion that, to the extent that the notice plan he provided related to Canadian customers, it had not received more than a perfunctory attention from him. The fact that the information provided to the court was inaccurate and misleading and that no attempt was made to advise the court after the circulation error had been discovered might possibly be disregarded if the dissemination of the notice fell within an acceptable range of reasonableness. On the basis of Mr. Hilsee's evidence, as well as the standards applied in class proceedings in this court, I am not able to accept that it did.*

Judge Bernard Zimmerman, *Ting v. AT&T,* (Jan. 15, 2002) 182 F. Supp. 2d 902, 912-913 (N.D. Cal. 2002) "Arbitration Litigation" (Hilsee had testified on the importance of wording and notice design features):

> *The phrase 'Important Information' is increasingly associated with junk mail or solicitations . . . From the perspective of affecting a person's legal rights, the most effective communication is generally one that is direct and specific.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.,* (July 1, 2004) No. 3:02CV431 (E.D. Va.):

> *The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently.*

Judge Jerome E. Lebarre, *Harp v. Qwest Commc'ns,* (June 21, 2002) No. 0110-10986, "Arbitration Litigation" (Ore. Cir. Ct. Multnomah Co.):

> *So, this agreement is not calculated to communicate to plaintiffs any offer. And in this regard I accept the expert testimony conclusions of Mr. Todd Hilsee. Plaintiffs submitted an expert affidavit of Mr. Hilsee dated May 23 of this year, and Mr. Hilsee opines that the User Guide was deceptive and that there were many alternatives available to clearly communicate these matters….*

Judge Carter Holly, *Richison v. Am. Cemwood Corp.,* (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

> *The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.*

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (Sept. 13, 2002) No. L-008830.00 (N.J. Super. Ct. Middlesex Co.):

> *Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed...throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups . . . Mr. Hilsee designed the notification plan for the proposed settlement in accordance with this court's Nov. 1, 2001 Order. Mr. Hilsee is the president of Hilsoft Notifications and is well versed in implementing and analyzing the effectiveness of settlement notice plans.*

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.,* (Sept. 3, 2002) No. 00 Civ. 5071 (HB) (S.D. N.Y.):

> *The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.*

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.,* (Nov. 22, 2002) No. 13007 (Tenn. Ch.):

> *The content of the class notice also satisfied all due process standards and state law requirements . . . The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.*

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.,* No. 99-6209; ***Walker v. Rite Aid Corp.,*** No. 99-6210; **and *Myers v. Rite Aid Corp.,*** No. 01-2771, (Nov. 27, 2002) (Pa. Ct. C.P. Cumberland Co.):

> *The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.,* (July 1, 2004) No. 3:02CV431 (E.D. Va.):

> *The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job . . . So I don't believe we could have had any more effective notice.*

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.,* (Nov. 26, 2003) No. 02-08115 (Fla. Cir. Ct. Hillsborough Co.):

> *Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement . . .*

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.,* (Nov. 26, 2003) No. 00-22876-JKF (Bankr. W.D. Pa.):

> *The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.*

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.,* (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

> *Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.*

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, (May 12, 2005) MDL 1430 (D. Mass.):

> *I have examined the materials that were used to publicize the settlement, and I agree with Hilsee's opinion that they complied in all respects with the "plain, easily understood language" requirement of Rule 23(c). In sum, I find that the notice given meets the requirements of due process.*

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.,* 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

> *The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted . . . who would be covered by the settlement . . .*

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.,* (June 13, 2003) No. 3-98-MDL-1227 (M.D. Tenn.):

> *Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.*

Judge Louis J. Farina, *Soders v. General Motors Corp.* (Oct. 31, 2003) No. CI-00-04255, (Pa. C.P. Lancaster Co.):

> *In this instance, Plaintiff has solicited the opinion of a notice expert who has provided the Court with extensive information explaining and supporting the Plaintiff's notice plan…After balancing the factors laid out in Rule 1712(a), I find that Plaintiff's publication method is the method most reasonably calculated to inform the class members of the pending action.*

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.,* (Nov. 22, 2002) No. 13007 (Tenn. Ch.):

> *Based on the evidence submitted and based on the opinions of Todd Hilsee, a well-recognized expert on the distribution of class notices . . . MGA and class counsel have taken substantial and extraordinary efforts to ensure that as many class members as practicable received notice about the settlement. As demonstrated by the affidavit of Todd Hilsee, the effectiveness of the notice campaign and the very high level of penetration to the settlement class were truly remarkable . . . The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.*

Judge Louis J. Farina, *Soders v. General Motors Corp.,* (Oct. 31, 2003) No. CI-00-04255, (Pa. C.P. Lancaster Co.):

> *Plaintiff provided extensive information regarding the reach of their proposed plan. Their notice expert, Todd Hilsee, opined that their plan will reach 84.8% of the class members. Defendant*

provided the Court with no information regarding the potential reach of their proposed plan . . . There is no doubt that some class members will remain unaware of the litigation, however, on balance, the Plaintiff's plan is likely to reach as many class members as the Defendant's plan at less than half the cost. As such, I approve the Plaintiff's publication based plan.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.* 216 F.R.D. 55, 68 (S.D. N.Y. 2003):

[T]he notice campaign that defendant agreed to undertake was extensive . . . I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (Apr. 14, 2004) No. 809869-2 (Cal. Super. Ct. Alameda Co.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard.

Judge Fred Biery, *McManus v. Fleetwood Enter., Inc.*, (Sept. 30, 2003) No. SA-99-CA-464-FB, (W.D. Tex.):

Based upon the uncontroverted showing Class Counsel have submitted to the Court, the Court finds that the settling parties undertook a thorough notice campaign designed by Todd Hilsee of Hilsoft Notifications, a nationally-recognized expert in this specialized field . . . The Court finds and concludes that the Notice Program as designed and implemented provided the best practicable notice to the members of the Class, and satisfied the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 62 (S.D. N.Y. 2003):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement.

Judge John R. Padova, Nichols v. SmithKline Beecham Corp., (Apr. 22, 2005) No. 00-6222 (E.D. Pa.):

After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (Apr. 14, 2004) No. 809869-2 (Cal. Super. Ct. Alameda Co.):

The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

Judge Carter Holly, *Richison v. Am. Cemwood Corp.*, (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice.

Judge James T. Genovese, *West v. G&H Seed Co.*, (May 27, 2003) No. 99-C-4984-A (La. Jud. Dist. Ct. St. Landry Parish):

> *The court finds that, considering the testimony of Mr. Hilsee, the nature of this particular case, and the certifications that this court rendered in its original judgment which have been affirmed by the – for the most part, affirmed by the appellate courts, the court finds Mr. Hilsee to be quite knowledgeable in his field and certainly familiar with these types of cases…the notice has to be one that is practicable under the circumstances. The notice provided and prepared by Mr. Hilsee accomplishes that purpose . . .*

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.*, (Jan. 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct. Jefferson Co.) (Ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

> *In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. Todd Hilsee of that firm prepared and oversaw the notification plan. The record reflects that Mr. Hilsee is very experienced in the area of notification in class action settlements…This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections . . . The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.*

Judge Elaine Bucklo, *In re Synthroid Marketing Litig.*, (Aug. 14, 1998) MDL 1182 (N.D. Ill.) (Ultimately withstood challenge to 7th Circuit Court of Appeals):

> *[T]he parties undertook an elaborate notice program…in numerous publications in the United States and abroad which those persons most likely to be class members would read . . . In fact from the affidavits filed, it would appear that notice was designed to reach most of the affected reading public.*

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litig.* 2004 U.S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

> *The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.*

Judge Paul H. Alvarado, *Microsoft I-V Cases,* (July 6, 2004) J.C.C.P. No. 4106 (Cal. Super. Ct., J.C.C.P. No. 4106):

> *The notification plans concerning the pendency of this class action were devised by a recognized class notice expert, Todd B. Hilsee. Mr. Hilsee devised two separate class certification notice plans that were estimated to have reached approximately 80% of California PC owners on each occasion.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.,* (Feb. 12, 2004) No. 3:02-CV-431 (E.D. Va.):

> *The expert, Todd B. Hilsee, is found to be reliable and credible.*

Judge Norma L. Shapiro, *First State Orthopaedics et al. v. Concentra, Inc., et al.,* (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

> *The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due,*

adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.

Judge John R. Padova, Nichols v. SmithKline Beecham Corp., (Apr. 22, 2005) No. 00-CV-6222 (E.D. Pa.):

As required by this Court in its Preliminary Approval Order and as described in extensive detail in the Affidavit of Todd B. Hilsee on Design Implementation and Analysis of Settlement Notice Program...Such notice to members of the Class is hereby determined to be fully in compliance with requirements of Fed. R. Civ. P. 23(e) and due process and is found to be the best notice practicable under the circumstances and to constitute due and sufficient notice to all entities entitled thereto.

Judge Sarah S. Vance, *In re Babcock & Wilcox Co.,* (Aug. 25, 2000) No. 00-0558 (E.D. La.):

Furthermore, the Committee has not rebutted the affidavit of Todd Hilsee, President of Hilsoft Notifications, that the (debtor's notice) plan's reach and frequency methodology is consistent with other asbestos-related notice programs, mass tort bankruptcies, and other significant notice programs...After reviewing debtor's Notice Plan, and the objections raised to it, the Court finds that the plan is reasonably calculated to apprise unknown claimants of their rights and meets the due process requirements set forth in Mullane . . . Accordingly, the Notice Plan is approved.

Judge James R. Williamson, Kline v. The Progressive Corp., (November 14, 2002) No. 01-L-6 (Cir. Ct. Ill. Johnson Co.):

The Court has reviewed the Affidavit of Todd B. Hilsee, one of the Court-appointed notice administrators, and finds that it is based on sound analysis. Mr. Hilsee has substantial experience designing and evaluating the effectiveness of notice programs.

Regional Senior Justice Winkler, *Baxter v. Canada (Attorney General),* (March 10, 2006) No. 00-CV-192059 CPA (Ont. Super. Ct.):

The plaintiffs have retained Todd Hilsee, an expert recognized by courts in Canada and the United States in respect of the design of class action notice programs, to design an effective national notice program . . . the English versions of the Notices provided to the court on this motion are themselves plainly worded and appear to be both informative and designed to be readily understood. It is contemplated that the form of notice will be published in English, French and Aboriginal languages, as appropriate for each media vehicle.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litig.,* (Sept. 2, 2005) MDL 1477 (S.D. W. Va.):

As Mr. Hilsee explained in his supplemental affidavit, the adequacy of notice is measured by whether notice reached Class Members and gave them an opportunity to participate, not by actual participation. (Hilsee Supp. Aff. ¶ 6(c)(v), June 8, 2005)...Not one of the objectors support challenges to the adequacy of notice with any kind of evidence; rather, these objections consist of mere arguments and speculation. I have, nevertheless, addressed the main arguments herein, and I have considered all arguments when evaluating the notice in this matter. Accordingly, after considering the full record of evidence and filings before the court, I FIND that notice in this matter comports with the requirements of Due Process under the Fifth Amendment and Federal Rules of Civil Procedure 23(c)(2) and 23(e).

Judge Alfred G. Chiantelli, *Williams v. Weyerhaeuser Co.,* (Dec. 22, 2000) No. 995787, "Hardboard Siding Litigation" (Cal. Super. Ct. San Francisco Co.):

The Class Notice complied with this Court's Order, was the best practicable notice, and comports with due process . . . Based upon the uncontroverted proof Class Counsel have submitted to the

Court, the Court finds that the settling parties undertook an extensive notice campaign designed by Todd Hilsee of Hilsoft Notifications, a nationally recognized expert in this specialized field.

Judge John R. Padova, Nichols v. SmithKline Beecham Corp., (Apr. 22, 2005) No. 00-6222 (E.D. Pa.):

Pursuant to the Order dated October18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice.

Judge Catherine C. Blake, *In re Royal Ahold Securities and 'ERISA' Litig.,* (January 6, 2006) No. 03-MD-1539 (D. Md.):

I do, at least preliminarily, certainly think this is a very extensive and excellent notice program that has been proposed.

Judge Susan Illston (N.D. Cal.), on Hilsoft Notifications presentation at the ABA's 7th Annual National institute on Class Actions, Oct. 24, 2003, San Francisco, Cal.:

The notice program that was proposed here today, I mean, it's breathtaking. That someone should have thought that clearly about how an effective notice would get out. I've never seen anything like that proposed in practice . . . I thought the program was excellent. The techniques available for giving a notification is something that everyone should know about.

OTHER COMMENTS

Geoffrey P. Miller, Max Greenberg Professor at Law, NYU, testified at the ***Scott v. Blockbuster*** Fairness Hearing on Dec. 10-11, 2001, before Judge Milton Shuffield:

I really have never seen in the many years I've been looking at class actions, a notice campaign in a consumer case that was done with this much care and this much real forethought and imagination. It's very difficult to reach 40 million people, and I can't imagine doing a better job than as what was done in this case.

Arthur R. Miller, Bruce Bromley Professor of Law, Harvard Law School, in a letter addressed to Mr. Hilsee dated June 2, 2004:

I read your piece on Mullane with great interest and am delighted to learn the details. Indeed, I will probably incorporate some of it in my teaching next fall. I think your analysis is rock solid.

PUBLICATIONS

Todd B. Hilsee, Gina M. Intrepido, & Shannon R. Wheatman, *Hurricanes, mobility and due process. The "desire to inform" requirement for effective class notice is highlighted by Katrina*. TULANE L. REV. (forthcoming 2006).

Thomas E. Willging & Shannon R. Wheatman, *Attorney Choice of Forum in Class Action Litigation: What Difference Does it Make?* 81 NOTRE DAME L. REV. 591 (January 2006).

Gina M. Intrepido, *Notice experts may help resolve CAFA removal issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759-765 (2005).

Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEO. J. LEGAL ETHICS 1359-1382 (Fall 2005).

Thomas E. Willging & Shannon R. Wheatman, *An Empirical Examination of Attorneys' Choice of Forum in Class Action Litigation,* FEDERAL JUDICIAL CENTER (2005).

Robert T. Reagan, Shannon R. Wheatman, Marie Leary, Natascha Blain, George Cort, & Dean N. Miletich, *Sealed Settlement Agreements in Federal District Courts*. FEDERAL JUDICIAL CENTER (2005).

Todd B. Hilsee, Notice *Provisions in S. 1751 Raise Significant Communications Problems*, 5 CLASS ACTION LITIG. REP. 30 (2004).

Todd B. Hilsee, *Plain Language is Not Enough*, Federal Trade Commission, Protecting Consumer Interests in Class Actions (2004).

Todd B. Hilsee & Terri R. LeClercq, *The Federal Judicial Center's Model Plain Language Class Action Notices: A New Tool for Practitioners and the Judiciary*, 5 CLASS ACTION LITIG. REP. 182-186 (2003).

Todd B. Hilsee, *So you think your notice program is acceptable? Beware: it may be rejected, in* CLASS ACTIONS (American Bar Association, 2003).

Todd B. Hilsee, *Class Action Notice, in* CALIFORNIA CLASS ACTIONS PRACTICE AND PROCEDURE, 8-1 (Elizabeth Cabraser ed., 2003).

Todd B. Hilsee & Terri R. LeClercq, *Creating the Federal Judicial Center's New Illustrative "Model" Plain Language Class Action Notices*, 13 CLASS ACTIONS & DERIVATIVE SUITS 10-13 (Spring 2003).
David Romine & Todd Hilsee, "*It Ain't Over 'Til It's Over" – Class Actions Against Microsoft*, 12 CLASS ACTIONS & DERIVATIVE SUITS 2-8 (Winter 2002).

Todd B. Hilsee, *Class Action Notice – How, Why, When and Where the Due Process Rubber Meets the Road*, 3rd Annual Class Action/Mass Tort Symposium (2002).

Todd B. Hilsee, *A Communications Analysis of the Third Circuit Ruling in MDL 1014: Guidance on the Adequacy of Notice*, 2 CLASS ACTION LITIG. REP. 712-716 (2001).

Shannon R. Wheatman & David R. Shaffer, *On finding for defendants who plead insanity: The crucial impact of dispositional instructions and opportunity to deliberate, 25* LAW AND HUMAN BEHAVIOR, 165-181 (2001).

Shannon Wheatman, The Effects of Plain Language Drafting on Layperson's Comprehension of Class Action Notices (2001) (unpublished Ph.D. dissertation, University of Georgia, on file with the University of Georgia Library).

David R. Shaffer & Shannon R. Wheatman, *Does personality influence the effectiveness of judicial instructions?* 6 *PSYCH. PUB. POL'Y & LAW*, 655-676 (2000).

Todd B. Hilsee, *Off of the Back Pages: The Evolution of Class Action Notice: An Analysis of Notice in Mullane v. Central Hanover Trust more than 50 years later*, Mealey's Judges & Lawyers in Complex Litigation Conference (1999).

Todd B. Hilsee, *Class Action Notice to Diet-Drug Takers: A Scientific Approach*, FEN-PHEN LITIG. STRATEGIST (1999).

Sidney Rosen & Shannon Wheatman, *Reactions to the fate of one's brain-child after its disclosure*. 17 CURRENT PSYCH., *17*, 135-151 (1997).

Todd B. Hilsee, *Class Action: The Role of the Media Expert*, ASBESTOS LITIG. REP. 33279-33282 (1995).

PANELS, SPEAKING AND EDUCATION

"Do You Really Want Me to Know My Rights? Educational DVD created and utilized at: COLUMBIA LAW SCHOOL, 2005; NEW YORK UNIVERSITY SCHOOL OF LAW, 2005; TEMPLE LAW SCHOOL, 2006; CLEVELAND-MARSHALL COLLEGE OF LAW, 2006.

"How to Construct Effective Notice Campaigns to Best Protect Class Action Settlements", Lecture at: CLEVELAND-MARSHALL COLLEGE OF LAW, March 28, 2006, (Guest Lecturer: Todd B. Hilsee).

Superior Court of California, County of Los Angeles: Judges Roundtable, CENTRAL CIVIL WEST COURT HOUSE, March 21, 2006, (speaker: Todd B. Hilsee).

"Do You Really Want Me to Know My Rights? The 'Ethics' Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform", NATIONAL ASSOCIATION OF SHAREHOLDER AND CONSUMER ATTORNEYS (NASCAT), Spring Meeting, 2005 (speaker: Todd B. Hilsee).

"Will the Settlement Survive Notice and Associated Due Process Concerns?" LOUISIANA BAR ASSOCIATION, 5th Annual Class Action / Mass Tort Symposium, 2004 (speaker: Todd B. Hilsee).

"Let's Talk – The Ethical and Practical Issues of Communicating with Members of a Class", AMERICAN BAR ASSOCIATION, 8th Annual National Institute on Class Actions, 2004 (speaker: Todd B Hilsee).

"Clear Notices, Claims Administration and Market Makers," FEDERAL TRADE COMMISSION, Protecting Consumer interests in Class Action Workshop, 2004 (speaker: Todd B. Hilsee).

"I've Noticed You've Settled – Or Have You," AMERICAN BAR ASSOCIATION, 7th Annual National Institute on Class Actions, 2003 (speaker: Todd B. Hilsee).

"Class Action Notice – How, Why, When And Where the Due Process Rubber Meets The Road," LOUISIANA BAR ASSOCIATION, 3rd Annual Class Action / Mass Tort Symposium, 2002 (speaker: Todd B. Hilsee).

"Plain English Notices called for in Aug., 2001 proposed amendments to Rule 23," ADVISORY COMMITTEE ON CIVIL RULES OF THE JUDICIAL CONFERENCE OF THE UNITED STATES, Hearing on Rule 23, 2002 (witness: Todd B. Hilsee).

"Generation X on Trial," AMERICAN BAR ASSOCIATION, Section of Litigation Annual Meeting, 2001 (speaker: Todd B. Hilsee).

"Tires, Technology and Telecommunications," Class Action and Derivative Suits Committee, AMERICAN BAR ASSOCIATION, Section of Litigation Annual Meeting, 2001 (speaker: Todd B. Hilsee).

"*Class Actions,*" MEALEY'S Judges and Lawyers in Complex Litigation Conference, 1999 (speaker: Todd B. Hilsee).

LEGAL NOTICE CASES

Todd B. Hilsee and Hilsoft Notifications have served as notice experts for planning, implementation and/or analysis in the following partial listing of cases:

In re Domestic Air Transp. Antitrust Litig.	N.D. Ga., MDL No. 861
In re Bolar Pharm. Generic Drugs Consumer Litig.	E.D. Pa., MDL No. 849
In re Steel Drums Antitrust Litig.	S.D. Ohio, C-1-91-208
In re Steel Pails Antitrust Litig.	S.D. Ohio, C-1-91-213
In re GM Truck Fuel Tank Prods. Liability Litig.	E.D. Pa., MDL No. 1112
In re Estate of Ferdinand Marcos (Human Rights Litig.)	D. Hawaii, MDL No. 840
Andrews v. MCI (900 Number Litig.)	S.D. Ga., CV 191-175
Harper v. MCI (900 Number Litig.)	S.D. Ga., CV 192-134
Kellerman v. MCI Telecomms. Corp (Long Distance Telephone Litig.)	Cir. Ct. Ill., 82 CH 11065
In re Bausch & Lomb Contact Lens Litig.	N.D. Ala., 94-C-1144-WW
In re Ford Motor Co. Vehicle Paint Litig.	E.D. La., 95-0485, MDL No. 1063
Castano v. Am. Tobacco	E.D. La., CV 94-1044
Cox v. Shell Oil (Polybutylene Pipe Litig.)	Tenn. Ch., 18,844

Fry v. Hoercst Celanese (Polybutylene Pipe Litig.)	Cir. Ct. Fla., 95-6414 CA11
Meers v. Shell Oil (Polybutylene Pipe Litig.)	Cal. Super. Ct., M30590
In re Amino Acid Lysine Antitrust Litig.	N.D. Ill., MDL No. 1083
In re Dow Corning Corp. (Breast Implant Bankruptcy)	E.D. Mich., 95-20512-11-AJS
Kunhel v. CNA Ins. Companies	N.J. Super. Ct., ATL-C-0184-94
In re Factor Concentrate Blood Prods. Litig. (Hemophiliac HIV)	N.D. Ill., MDL No. 986
In re Ford Ignition Switch Prods. Liability Litig.	D. N.J., 96-CV-3125
Jordan v. A.A. Friedman (Non-Filing Ins. Litig.)	M.D. Ga., 95-52-COL
Kalhammer v. First USA (Credit Card Litig.)	Cir. Ct. Cal., C96-45632010-CAL
Navarro-Rice v. First USA (Credit Card Litig.)	Cir. Ct. Ore., 9709-06901
Spitzfaden v. Dow Corning (Breast Implant Litig.)	La. Civ. Dist. Ct., 92-2589
Robinson v. Marine Midland (Finance Charge Litig.)	N.D. Ill., 95 C 5635
McCurdy v. Norwest Fin. Alabama	Cir. Ct. Ala., CV-95-2601
Johnson v. Norwest Fin. Alabama	Cir. Ct. Ala., CV-93-PT-962-S
In re Residential Doors Antitrust Litig.	E.D. Pa., MDL No. 1039
Barnes v. Am. Tobacco Co. Inc.	E.D. Pa., 96-5903
Small v. Lorillard Tobacco Co. Inc.	N.Y. Super. Ct., 110949/96
Naef v. Masonite Corp (Hardboard Siding Litig.)	Cir. Ct. Ala., CV-94-4033
In re Synthroid Mktg. Litig.	N.D. Ill., MDL No. 1182
Chisolm v. Transouth Fin.	4th Cir., 97-1970
Raysick v. Quaker State Slick 50 Inc.	Dist. Tex., 96-12610
Castillo v. Mike Tyson (Tyson v. Holyfield Bout)	N.Y. Super. Ct., 114044/97
Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts Litig.)	Cir. Ct. Ill., 97-L-114
Walls v. The Am. Tobacco Co. Inc.	N.D. Okla., 97-CV-218-H
Tempest v. Rainforest Café (Securities Litig.)	D. Minn., 98-CV-608
Stewart v. Avon Prods. (Securities Litig.)	E.D. Pa., 98-CV-4135
Goldenberg v. Marriott PLC Corp (Securities Litig.)	D. Md., PJM 95-3461
Delay v. Hurd Millwork (Building Products Litig.)	Wash. Super. Ct., 97-2-07371-0
Gutterman v. Am. Airlines (Frequent Flyer Litig.)	Cir. Ct. Ill., 95CH982
Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litig.)	Cal. Super. Ct., 97-AS 02993
In re Graphite Electrodes Antitrust Litig.	E.D. Pa., 97-CV-4182, MDL No. 1244
In re Silicone Gel Breast Implant Prods. Liability Litig., Altrichter v. INAMED	N.D. Ala., MDL No. 926
St. John v. Am. Home Prods. Corp. (Fen/Phen Litig.)	Wash. Super. Ct., 97-2-06368
Crane v. Hackett Assocs. (Securities Litig.)	E.D. Pa., 98-5504

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In re Holocaust Victims Assets Litig. (Swiss Banks Litig.)	E.D.N.Y., CV-96-4849
McCall v. John Hancock (Settlement Death Benefits)	Cir. Ct. N.M., No. CV-2000-2818
Williams v. Weyerhaeuser Co. (Hardboard Siding Litig.)	Cal. Super. Ct., CV-995787
Kapustin v. YBM Magnex Int'l Inc. (Securities Litig.)	E.D. Pa., 98-CV-6599
Leff v. YBM Magnex Int'l Inc. (Securities Litig.)	E.D. Pa., 95-CV-89
Crawley v. Chrysler Corp. (Airbag Litig.)	Pa. C.P., CV-4900
In re PRK/LASIK Consumer Litig.	Cal. Super. Ct., CV-772894
Hill v. Galaxy Cablevision	N.D. Miss., 1:98CV51-D-D
Scott v. Am. Tobacco Co. Inc.	La. Civ. Dist. Ct., 96-8461
Jacobs v. Winthrop Fin. Assocs. (Securities Litig.)	D. Mass., 99-CV-11363
Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program	Former Secretary of State Lawrence Eagleburger Commission
Bownes v. First USA Bank (Credit Card Litig.)	Cir. Ct. Ala., CV-99-2479-PR
Whetman v. IKON (ERISA Litig.)	E.D. Pa., Civil No. 00-87
Mangone v. First USA Bank (Credit Card Litig.)	Cir. Ct. Ill., 99AR672a
In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)	E.D. La., 00-10992
Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litig.)	Wash. Super. Ct., 00201756-6
Brown v. Am. Tobacco	Cal. Super. Ct., J.C.C.P. 4042 No. 711400
Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litig.)	Ont. Super. Ct., 98-CV-158832
Paul and Strode v. Country Mutual Ins. Co. (Non-OEM Auto Parts Litig.)	Cir. Ct. Ill., 99-L-995
In re Texaco Inc. (Bankruptcy)	S.D. N.Y. Nos. 87 B 20142, 87 B 20143, 87 B 20144.
Olinde v. Texaco (Bankruptcy, Oil Lease Litig.)	M.D. La., No. 96-390
Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litig.)	S.D. Ill., Civil No. 00-612-DRH
In re Bridgestone/Firestone Tires Prods. Liability Litig.	S.D. Ind., MDL No. 1373
Gaynoe v. First Union Corp. (Credit Card Litig.)	N.C. Super. Ct., No. 97-CVS-16536
Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litig.)	W.D. Tenn., No. 99-2896 TU A
Providian Credit Card Cases	Cal. Super. Ct., J.C.C.P. No. 4085
Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litig.)	Cal. Super. Ct., No. 302774
Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litig.)	Cal. Super. Ct., No. 303549
Sims v. Allstate Ins. Co. (Diminished Auto Value Litig.)	Cir. Ct. Ill., No. 99-L-393A
Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litig.)	Cir. Ct. Ill., No. 99-L-394A
Microsoft I-V Cases (Antitrust Litig. Mirroring Justice Dept.)	Cal. Super. Ct., J.C.C.P. No. 4106
Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litig.)	Cal. Super. Ct., No. C-98-03165

Rogers v. Clark Equipment Co.	Cir. Ct. Ill., No. 97-L-20
Garrett v. Hurley State Bank (Credit Card Litig.)	Cir. Ct. Miss., No. 99-0337
Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litig.)	Ont. Super. Ct., No. 00-CV-183165 CP
Dietschi v. Am. Home Prods. Corp. (PPA Litig.)	W.D. Wash., No. C01-0306L
Dimitrios v. CVS, Inc. (PA Act 6 Litig.)	Pa. C.P., No. 99-6209
Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litig.)	Cal. Super. Ct., No. 302887
In re Tobacco Cases II (California Tobacco Litig.)	Cal. Super. Ct., J.C.C.P. No. 4042
Scott v. Blockbuster, Inc (Extended Viewing Fees Litig.)	136th Tex. Jud. Dist. Jefferson Co., No. D 162-535
Anesthesia Care Assocs. v. Blue Cross of Cal.	Cal. Super. Ct., No. 986677
Ting v. AT&T (Mandatory Arbitration Litig.)	N.D. Cal., No. C-01-2969-BZ
In re W.R. Grace & Co. (Asbestos Related Bankruptcy)	Bankr. D. Del., No. 01-01139-JJF
Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litig.)	N.J. Super. Ct., Middlesex County, No. MID-L-8839-00 MT
Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litig.)	N.D. Cal., No. C01-3293-JCS
Int'l Org. of Migration – German Forced Labour Compensation Programme	Geneva, Switzerland
Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litig.)	3rd Jud. Dist. Ct. Utah, No. C79-8404
Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litig.)	Cal. Super. Ct., Nos. GIC 765441, GIC 777547 (Consolidated)
In re USG Corp. (Asbestos Related Bankruptcy)	Bankr. D. Del., No. 01-02094-RJN
Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litig.)	S.D. N.Y., No. 00-CIV-5071 HB
Ervin v. Movie Gallery Inc. (Extended Viewing Fees)	Tenn. Ch. Fayette Co., No. CV-13007
Peters v. First Union Direct Bank (Credit Card Litig.)	M.D. Fla., No. 8:01-CV-958-T-26 TBM
National Socialist Era Compensation Fund	Republic of Austria
In re Baycol Litig.	D. Minn., MDL No. 1431
Claims Conference–Jewish Slave Labour Outreach Program	German Government Initiative
Wells v. Chevy Chase Bank (Credit Card Litig.)	Cir. Ct. Md. Balt. City, No. C-99-000202
Walker v. Rite Aid of PA, Inc. (PA Act 6 Litig.)	C.P. Pa., No. 99-6210
Myers v. Rite Aid of PA, Inc. (PA Act 6 Litig.)	C.P. Pa., No. 01-2771
In re PA Diet Drugs Litig.	C.P. Pa. Phila. Co., No. 9709-3162
Harp v. Qwest Communications (Mandatory Arbitration Litig.)	Circ. Ct. Ore., No. 0110-10986
Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litig.)	Cir. Ct. Ind. Marion Co., No. 49C01-0111-CP-002701
Allison v. AT&T Corp. (Mandatory Arbitration Litig.)	1st Jud. D.C. N.M., No. D-0101-CV-20020041
Kline v. The Progressive Corp.	Cir. Ct. Ill. Johnson Co., No. 01-L-6

Exhibit B

Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc. (Milk Price Fixing)	Cir. Ct. Ill. Cook Co., No. 00-L-9664
In re Columbia/HCA Healthcare Corp. (Billing Practices Litig.)	M.D. Tenn., MDL No. 1227
Foultz v. Erie Ins. Exchange (Auto Parts Litig.)	C.P. Pa., No. 000203053
Soders v. General Motors Corp. (Marketing Initiative Litigation)	C.P. Pa., No. CI-00-04255
Nature Guard Cement Roofing Shingles Cases	Cal. Super. Ct., J.C.C.P. No. 4215
Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)	Wash. Super. Ct., No. 01-2-36007-8 SEA
Defrates v. Hollywood Entm't Corp.	Cir. Ct. Ill. St. Clair. Co., No. 02L707
Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. & Cherryfield Foods Inc.	Me. Super. Ct., No. CV-00-015
West v. G&H Seed Co. (Crawfish Farmers Litig.)	27th Jud. D. Ct. La., No. 99-C-4984-A
Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)	C.P. Ohio, No. CV-467403
McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)	D. Ct. Tex., No. SA-99-CA-464-FB
Baiz v. Mountain View Cemetery (Burial Practices)	Cal. Super. Ct., No. 809869-2
Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)	N.C. Super. Ct., No. 01-CVS-5268
Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)	Cal. Super. Ct., No. 005532
Cotten v. Ferman Mgmt. Servs. Corp.	13th Jud. Cir. Fla., No. 02-08115
In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)	Bankr. W.D. Pa., No. 00-22876-JKF
Mostajo v. Coast Nat'l Ins. Co.	Cal. Super. Ct., No. 00 CC 15165
Friedman v. Microsoft Corp. (Antitrust Litigation)	Ariz. Super. Ct., No. CV 2000-000722
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Mehl v. Canadian Pacific Railway, Ltd	D. N.D., No. A4-02-009
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George v. Ford Motor Co.	M.D. Tenn., No. 3:04-0783
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Spence v. Microsoft Corp. (Antitrust Litig.)	Cir. Ct. Wis. Milwaukee Co., No. 00-CV-003042
Pennington v. The Coca Cola Co. (Diet Coke)	Cir. Ct. Mo. Jackson Co., No. 04-CV-208580
Sunderman v. Regeneration Technologies, Inc. (Human Tissue Litig.)	S.D. Ohio, No. 1:06-CV-075-MHW
Splater v. Thermal Ease Hydronic Systems, Inc.	Wash. Super. Ct., No. 03-2-33553-3 SEA
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