

**This Notice Contains Important Information About Your Legal Rights.
Please Read it Carefully.**

**If you are a current or former owner or lessee of a Model-Year 2006 Scion xB,
you may be entitled to benefits from a proposed class action settlement.**

Toyota has received reports from customers suggesting that, in some instances, the windshields in their 2006 Scion xBs were prone to cracking. A class action lawsuit was filed in California related to this issue. Now a nationwide settlement has been proposed in that lawsuit. If you are an eligible Settlement Class Member, the settlement provides that, for a period of six years or 60,000 miles from the date of original retail sale or lease of the vehicle (whichever occurs first) (referred to in this notice as the "Coverage Period"), eligible owners and lessees of 2006 model-year Scion xBs (referred to in this notice as "Class Vehicles") are entitled to **one** of the following benefits: (1) have **one** Genuine Toyota windshield replaced or repaired by an authorized Toyota dealer for free after the Effective Date of Settlement, provided you meet certain criteria, **or** (2) if you are an eligible Settlement Class Member who has already paid to repair or replace a cracked Genuine Toyota windshield covered by this settlement, you will be reimbursed for **one** such repair or replacement upon the submission of a valid Claim Form. Limitations apply. Important information about eligibility requirements and other details can be found at www.xBWindshieldSettlement.com or by calling 1-866-985-0134.

If you are an eligible Settlement Class Member, you may receive these benefits, or you can exclude yourself from the class action settlement, or you can object. The California Superior Court, County of Los Angeles, has authorized this notice and will have a hearing to decide whether to approve the settlement.

WHO IS INCLUDED?

If you got this notice in the mail, you have been identified as someone who is included in the class action. Eligible Settlement Class Members are all residents of the United States, the District of Columbia and U.S. territories who are or were a registered owner or lessee of a 2006 model-year Scion xB ("Class Vehicle") on or before January 4, 2010.

WHAT IS THIS ABOUT?

A lawsuit was brought against Toyota Motor Sales, U.S.A., Inc. The lawsuit alleges that the windshields in certain Scion xB Class Vehicles were prone to cracking and such windshields were improperly excluded from warranty coverage. Toyota denies these allegations and stands behind and supports its products. The Court has not made a decision as to which side is right. Instead, the proposed settlement resolves the case and gives benefits to Class Members.

WHAT BENEFITS DO I GET?

Within the Coverage Period, you are entitled to seek **either** (1) reimbursement for one previous repair or replacement of a Genuine Toyota windshield in a Class Vehicle, or (2), after the Effective Date of Settlement, one free replacement of a cracked windshield in a Class Vehicle, provided the windshield that cracked was a Genuine Toyota windshield, that the crack is covered by this settlement and that the Settlement Class Member otherwise satisfies the settlement criteria. The Effective Date of Settlement is currently anticipated to be August 24, 2010 (subject to change; see www.xBWindshieldSettlement.com for exact date).

REIMBURSEMENT – If, during the Coverage Period but before the Effective Date of Settlement, you paid to repair or replace a Genuine Toyota windshield in your Class Vehicle due to a crack covered by this settlement, Toyota will reimburse you for the cost to repair or replace one windshield upon your submission of a valid claim.

EXTENDED WARRANTY – After the Effective Date of Settlement, but within the Coverage Period, if you seek to replace or repair a Genuine Toyota windshield that has cracked, and the crack is covered by this settlement, Toyota will replace the windshield one time at no cost to you through an authorized Toyota dealer, provided you have not already sought reimbursement under this settlement.

The benefits under this settlement extend to all windshield cracks to Genuine Toyota windshields installed in Class Vehicles, unless it is obvious that the crack was caused by something that would normally cause a windshield to crack (e.g., a collision with another vehicle or stationary object, a natural disaster, vandalism, a baseball, or the like). Other limitations also apply.

A copy of the Settlement Agreement and additional information about eligibility and claim submission are available at www.xBWindshieldSettlement.com or by calling 1-866-985-0134.

HOW DO I GET THE BENEFITS?

REIMBURSEMENT: To seek reimbursement, please complete the Claim Form and submit it to *Bauer v. Toyota* Settlement Administrator, P.O. Box 6103, Novato, CA 94948-6103, along with all supporting documentation. Additional copies of the Claim Form can be obtained by visiting www.xBWindshieldSettlement.com or by calling 1-866-985-0134. **Claim Forms must be postmarked no later than September 23, 2010 (subject to change; see www.xBWindshieldSettlement.com for exact date).** Late claims will be denied.

EXTENDED WARRANTY: After the Effective Date of Settlement, but within the Coverage Period, if you seek to replace or repair a Genuine Toyota windshield that has cracked, the crack is covered by this settlement, and you have not already sought reimbursement under this settlement, take your Class Vehicle to your local Toyota dealer. The dealer will inspect and repair or replace eligible cracked windshields. If you disagree with the dealer's determination regarding coverage under the Extended Warranty, you may "appeal" (*i.e.*, challenge) that decision. You may obtain information about how to do so by visiting www.xBWindshieldSettlement.com or by calling 1-866-985-0134.

HOW CAN I EXCLUDE MYSELF FROM OR OBJECT TO THE SETTLEMENT?

If you do not want to be legally bound by the settlement, you must exclude yourself by June 30, 2010 (subject to change; see www.xBWindshieldSettlement.com for exact date), or you will not be able to sue, or continue to sue Toyota about the legal claims released in the settlement, ever again. If you stay in the settlement, you may object to it by June 30, 2010 (subject to change; see www.xBWindshieldSettlement.com for exact date). The Detailed Notice, available at www.xBWindshieldSettlement.com or by calling 1-866-985-0134, sets forth the Released Claims which describes the rights you will be giving up if you remain in the Settlement Class and explains how to exclude yourself or object.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing in this case, known as *Bauer v. Toyota Motor Sales, U.S.A., Inc.*, No. BC375017, on July 15, 2010 (subject to change; see www.xBWindshieldSettlement.com for exact date) to consider whether to approve the settlement, and a request by the lawyers representing Class Members for attorneys' fees and expenses of up to \$300,000 and to the Plaintiff in the case of up to \$6,500, which will not affect the amount Class Members receive. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you don't have to.

WHERE CAN I OBTAIN ADDITIONAL INFORMATION ABOUT THIS SETTLEMENT?

You can obtain a copy of the Detailed Notice, the Settlement Agreement, the Claim Form, and other Court documents at www.xBWindshieldSettlement.com or by calling 1-866-985-0134.

Please note that all dates listed in this notice are subject to change.
Please consult the settlement website at www.xBWindshieldSettlement.com
or call 1-866-985-0134 for the most up-to-date information.

PLEASE DO NOT CALL THE COURT ABOUT THIS SETTLEMENT

Fill out, then sign and mail the Claim Form with a Postmark No Later than September 23, 2010 (subject to change; see www.xBWindshieldSettlement.com for exact date).