

must receive this information no later than 48 hours before your scheduled hearing) submit any additional written materials directly to CDSP at the address you received with your case or fax it to CDSP. Be sure to include your case number.

4. If you have elected an oral hearing either in person or via teleconference hearing, all evidence is admissible. In an oral hearing, you and a Toyota representative will present both sides of the case to the arbitrator. Both of you will have an opportunity to present testimony and provide documents. Then you and Toyota will be given time for rebuttal. If you request an oral hearing and if either party to the dispute fails to appear, the other party to the dispute may still present their case before the arbitrator. If you elected a “documents only” hearing, your case will be decided based upon all available information.
5. During the period that your dispute is pending, Toyota may contact you directly or through CDSP to see if your case can be settled by agreement. If a settlement is offered to you, you will be asked to sign a form that contains that settlement so that your arbitration case can be closed. There is no requirement for you to participate in this settlement process. Unless you reach settlement, your participation will not affect the handling of your case or decision of the arbitrator.
6. If the arbitrator determines that an independent technical evaluation of your vehicle is necessary to make a decision, CDSP will arrange with you for such inspection. These arrangements will be made to minimize any inconvenience to you.

If a technical evaluation was made, the technical expert will forward an evaluation report to CDSP. At the oral hearing, the arbitrator will listen to all testimony and review all of the available information and the applicable legal standards and render a decision within ten (10) days of a closed hearing. The entire dispute settlement process, from the time CDSP receives your request to the time the arbitrator makes a decision, will normally take no longer than forty (40) days. To inquire about the status of your dispute, you may call toll free, 1-888-300-6237.

WHAT TYPES OF DECISIONS ARE RENDERED, AND HOW DO I KNOW IF TOYOTA WILL ABIDE BY THE DISPUTE SETTLEMENT PROGRAM DECISION?

Decisions are based on what the arbitrator believes is fair and appropriate under the circumstances after applying the appropriate legal standards. Remedies include, but are not limited to, repairs; reimbursement for repair or incidental expenses, such as towing costs; or repurchase or replacement of your vehicle. The decision is binding on Toyota, but not on you. Toyota must comply with the decision within thirty (30) days after you accept it. CDSP will contact you within ten (10) days after scheduled performance to ensure that Toyota has timely complied.

ARE THERE LIMITS ON THE SCOPE OF THE DISPUTE SETTLEMENT PROGRAM DECISION?

The CDSP decision will not award consequential expenses such as lost wages, punitive damages or attorney fees. The arbitrator cannot alter the terms of the Express New Vehicle Warranty.

WHAT OTHER RECOURSE DO I HAVE?

You may reject the decision and pursue any other legal remedies which you may have, including small claims court. Arbitration decisions are admissible as evidence in subsequent legal proceedings.

CALIFORNIA DISPUTE SETTLEMENT PROGRAM

Administered by the National Center for
Dispute Settlement for
Eligible Toyota Motors Vehicles

Toyota has a commitment to your satisfaction and to you. From your first phone call or visit to a Toyota Dealership, through the purchase and delivery of your new Toyota, to after-sales service, your satisfaction is Number one with us.

If you should experience a problem which has not been resolved to your satisfaction through Toyota's Dealership or Customer Assistance Center, additional assistance may be available through the California Dispute Settlement Program (CDSP) administered by the National Center for Dispute Settlement (NCDS), an independent dispute settlement service organization.

CDSP will resolve your complaint through arbitration—a process by which two or more parties authorize a third party to resolve the dispute.

This procedure is offered to you at no charge. The decision is binding upon Toyota, but not on you.

WHAT IS THE DISPUTE SETTLEMENT PROGRAM?

CDSP maintains an active panel of neutrals who are trained and experienced in the process. CDSP will investigate your case by reviewing the facts, inspecting the vehicle if necessary, and rendering a fair and equitable decision. You have the option of having an oral hearing either in person or via teleconference before an arbitrator, or you can have your dispute decided based upon a review of documents only before an arbitration panel.

WHAT TYPES OF DISPUTES ARE ELIGIBLE?

CDSP arbitrates disputes involving alleged product reliability or warranty performance problems concerning your Toyota vehicle which arise during four (4) years or 50,000 miles from the date of original delivery, whichever is earlier; or (2) the applicable provision of Toyota's Limited Warranty.

However, CDSP will not arbitrate claims involving:

- A non-Toyota product
- A vehicle sales transaction
- A request for reimbursement of consequential expenses, unless incidental to a service or product complaint being reviewed.
- Items not covered by your warranty.
- Personal injury
- Property damage where such damage is significant when compared to the economic loss alleged under the warranty dispute
- Cases currently in litigation

You must file a request for arbitration with CDSP within six (6) months of the expiration of the eligibility period, provided the concern or alleged defect was brought to the attention of Toyota or one of its Dealerships during the eligibility period.

You may obtain a copy of the Program's written Operating Procedures upon request and without charge by writing to CDSP at the address shown on the application enclosed with this brochure or by calling 1-888-300-6237.

HOW DO I REQUEST ARBITRATION?

If you believe your concern qualifies for arbitration:

1. Fill out the attached Customer Claim Form.
2. Complete all of the information requested.
3. Attach legible copies of any Repair Orders, reports of inspections, technical service bulletins or other documents related to your concern.
4. Mail to: CDSP
P.O. Box 688
Mt. Clemens, MI 48046

WHEN SHOULD I USE CDSP?

Toyota's dispute settlement program does not take the place of any state or federal legal remedies available to you. Whether or not you decide to submit your dispute to CDSP, you are free to pursue other legal remedies. However, certain presumptions under California's "Lemon Law" (Civil Code 1793.22(b)) may not be available to you if you do not use the program before pursuing other legal remedies.

HOW DOES THE ARBITRATION PROCESS WORK?

1. When the California Dispute Settlement Program receives your claim, it will be reviewed to determine whether your concern is eligible for arbitration. If it is determined that your concern is eligible for the California Dispute Settlement Program, a copy of your request will be forwarded to Toyota for response. CDSP will send an acknowledgment letter assigning a case number. Should your case not be eligible, CDSP will mail a letter of explanation of why your concern is not eligible. Should you feel that the determination of eligibility was made in error, you have the right to appeal the determination within thirty (30) days of the notice of ineligibility to an independent three (3) member arbitration panel. The panel will consider and review any written appeals contesting the lack of eligibility at their next board meeting.
2. There is no cost to you for submitting your request to the California Dispute Settlement Program.
3. To assess your situation, CDSP will request a written statement from Toyota. You will be provided with copies of all documents CDSP receives throughout the administration of your case. Review all documents carefully when you receive them. If you find information you believe is contradictory to your original application or information you believe requires further explanation by you, **promptly** (CDSP