

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

THAD U. BALTIMORE, ETHEL
BALTIMORE, MARY C. LONDON, and
FREDERIC A. CONTRERAS

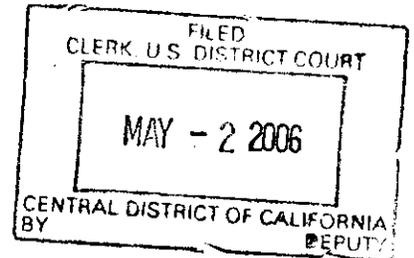
Plaintiffs,

v.

TOYOTA MOTOR CREDIT
CORPORATION,

Defendant.

Case No. CV 01-05564-FMC (Mcx)



AMENDMENT TO SETTLEMENT AGREEMENT

WHEREAS, in connection with the actions entitled *Baltimore, et al. v. Toyota Motor Credit Corporation* (United States District Court for the Central District of California Civil Action No. 01-05564-FMC (Mcx)) and *Finance Charge Markup Cases* (Superior Court of the State of California for the County of San Francisco J.C.C.P. No. 4346), plaintiffs Thad U. Baltimore, Mary C. London, Frederic A. Contreras, Robert DeMent, Lillian Allen, Leonel G. Herra, Damisha Romby, Jaime Medina, Teresa Gonzales, and Charles Amangbo (collectively, the "Class Representatives"), on behalf of themselves and the Class Members, on the one hand, and Toyota Motor Credit Corporation ("TMCC"), on the other, have entered into a Settlement Agreement, a fully executed copy of which is attached hereto as Exhibit A.

WHEREAS, in consideration of the mutual undertakings contained in this Amendment to Settlement Agreement and the Settlement Agreement, and other good, valuable and sufficient

consideration, the Class Representatives and TMCC, through their undersigned counsel, hereby agree to modify the Settlement Agreement as follows:

1. Paragraph 6.2 of the Settlement Agreement is modified by adding the phrase “; provided, however, that Class Members who timely exercise their Opt-Out Right, as defined in Paragraph 7.6 C.), shall not release claims for monetary relief” at the end of Paragraph 6.2, which shall now read:

6.2 Class Members. The Class Representatives, on behalf of themselves and the Class Members, consent to the dismissal of the Actions with prejudice. The Class Members, on behalf of themselves and their assignees, agents, and representatives, and all those acting on their behalf with respect to their TMCC account(s), also forever release, waive, discharge, and agree to the dismissal of, with prejudice, all claims, whether known or unknown and suspected or unsuspected, against TMCC (defined here to include all of its parents, subsidiaries, affiliates, agents, predecessors, successors, vendors, assignors, assignees, and/or assigns) for equitable, declaratory, injunctive, or monetary relief that were alleged or could have been alleged based on the facts forming the basis for the Actions, including under the ECOA, the Unruh Civil Rights Act, California Civil Code § 51, *et seq.*, the Unfair Competition Law, California Business & Professions Code § 17200, *et seq.*, or any other federal or state statute, local ordinance, or common law theory, including but not limited to any anti-discrimination statute, deceptive or unfair practices statute, or any other statutory scheme; provided, however, that Class Members who timely exercise their Opt-Out Right, as defined in Paragraph 7.6 C.), shall not release claims for monetary relief.

2. Paragraph 6.3 is modified by inserting the words “OR HER” after each occurrence of “HIS” and “HIM” in the third sentence.

3. Paragraph 7.6 C.) of the Settlement Agreement is modified by inserting the phrase “as to claims for monetary relief, and no Class Members are eligible to opt-out with respect to claims for declaratory, injunctive or non-monetary equitable relief” in the first sentence after the word “Claimants” and by replacing the term “Eligible Claimants” with the term “Class Members” in Paragraph 7.6 C.), which shall now read:

C.) All Class Members are eligible to opt-out of the Settlement as to claims for monetary relief, and no Class Members are eligible to opt-out with respect to claims for declaratory, injunctive, or non-monetary equitable relief (the "Opt-Out Right"). Each Class Member wishing to exercise an Opt-Out Right must submit a written letter, signed by the Class Member, that includes the following information: (i) his or her name, address, and telephone number; (ii) his or her minority status; (iii) his or her TMCC account number and social security number; and (iv) whether such Class Member is represented by counsel and, if so, the name, address, and telephone number of his or her lawyer. A copy of the letter must be sent to the settlement administrator as set forth in the Notice and postmarked on or before the last day of the opt-out period (to be determined by the *Baltimore* Court). The settlement administrator and/or its agent shall promptly forward copies of any such letter to Class Counsel, and TMCC and shall file a list of all such Class Members who exercise an Opt-Out Right with the Court under seal. If the number of members of the Settlement Class who opt-out exceeds 2,000, TMCC may terminate the Settlement in its sole discretion, and the Parties shall be returned to the *status quo ante* as if the Settlement had not been negotiated or entered into.

4. Due to the death of Ethel Baltimore, she is removed as a plaintiff in the case and as a settlement class representative under the Settlement Agreement. Paragraph 8 of the Settlement Agreement is amended to provide that settlement class representative Thad Baltimore shall receive the \$15,000 incentive award.

5. Exhibits 1 through 4 to the Settlement Agreement are replaced by Exhibits B-1 through B-4 hereto.

Approved as of May 1, 2006.

**Baltimore Class Counsel On Behalf of
Class Members**



Darnley D. Stewart
One of Their Attorneys

On Behalf of TMCC

Julia B. Strickland
Stroock & Stroock & Lavan LLP
Attorneys for TMCC

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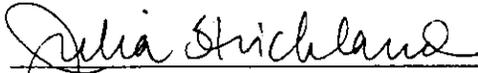
Approved as of March 17, 2006.

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On Behalf of TMCC


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Attorneys for TMCC

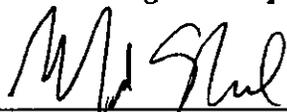
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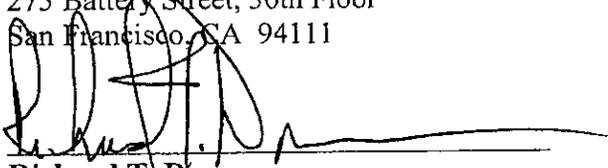
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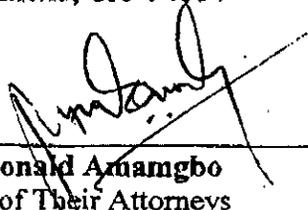
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