



U.S. Department
of Transportation
National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4238)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100184

Date Received

22-DEC-2003

Repository ☐

Reference No.
10051938

OWNER INFORMATION (Type or Print)

Name

Address

City

NEWARK

State OH

Zip Code

Daytime Telephone Number

E-mail Address

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO

In the absence of a signature, your name or address to the vehicle manufacturer.

Signature of Owner

Date 1/11/04

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

4T1BF28B52

Make

TOYOTA

Model

AVALON

Model Year

2002

Date Purchased

4/23/02

Dealer's Name and Telephone Number

Coughlin Toyota, (740) 366-1371

Engine:

No. Cylinders

6

Fuel Type:

Unleaded
Gasoline

Original Owner

☒

Dealer's City

State

Zip Code

Transmission Type

☒ Automatic

☒ Cruise Control

Powertrain

Automatic

Vehicle Component Code

151300 SEAT BELTS:FRONT:RETRACTOR

Multiple Failure: 1

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)

26 NOV-2002

Failure Mileage

16,808

Failure Speed

N/A

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment

☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), condition(s), and injury(ies).)

Crash

☐ Yes

☒ No

Fire

☐ Yes

☒ No

Number of Persons Injured

0

Number of Deaths

0

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

DRIVER'S SIDE SEAT BELT DID NOT RETRACT. MANUFACTURER AND DEALER KNEW ABOUT THE PROBLEM, BUT WON'T FIX IT. *AK

Please see attached documentation for details.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response or a statistical summary thereof, may be used in support of the agency's action.

Customer Claim Form

FOR NCDS USE
CASE NUMBER

CUSTOMER NAME AND ADDRESS

☐ Mr. First name
☐ Mrs. Street address
☐ Ms. City Newark State OH Zip code 4
 Day phone: Fax: ()

VEHICLE INFORMATION

Name(s) that appears on vehicle title:
 If vehicle is used for business: What percent of time is vehicle used for business purposes? 0% How many other vehicles are owned or leased by the business? N/A
 Make: Toyota Model: Avalon Year: 2002 Current mileage: 13,322
 Vehicle Identification Number: 4T1B1F28B52
 Selling dealer and address: Coughlin Chevrolet - Toyota - Nissan - Daewoo, Inc.
 Dominant Servicing Dealer: Same

If vehicle was purchased, complete the following:

If vehicle was leased, complete the following:

Purchase date: <u>4/25/03</u> Mileage at purchase: <u>7600</u>	Lease date: <u>N/A</u> Mileage at lease:
Purchased as (check): ☒ new ☐ used ☐ demo ☐ fleet	Leased as (check): ☐ new ☐ demo ☐ fleet
Are your loan payments current? ☒ Yes ☐ No	Are your lease payments current? ☐ Yes ☐ No
Is the vehicle in your possession? ☒ Yes ☐ No	Is the vehicle in your possession? ☐ Yes ☐ No
Lienholder's name & address: <u>State Farm Ohio Fed. CL</u>	Leasing company's name & address:
Account number: <u>8660</u>	Account number:
Lienholder's phone number: <u>(740) 364-5028</u>	Leasing company's phone number: ()

VEHICLE PROBLEM(S)

Indicate problem.	List dealer(s) that have repaired or attempted repair (include city and state).	List date, mileage and repair order number for each repair attempt.	Does the problem currently exist? (circle)	
Driver's Side Seat belt won't retract properly. Has caused damage to door panel.	Coughlin Toyota Newark, OH	11/26/02 6,808 #172714	☒ yes	☐ no
	Coughlin Toyota Newark, OH	8/10/03 Approx. 13,000 Mileage - Toyota refused to fix	☒ yes	☐ no
			☐ yes	☐ no
			☐ yes	☐ no
			☐ yes	☐ no

Has the vehicle been involved in an accident? ☐ Yes ☒ No

If yes, date of accident: N/A Area of vehicle damaged: N/A

Resolution sought:

Please see attached

Return all copies of this form to:

National Center for Dispute Settlement
 P.O. Box 581188
 Dallas, TX 75358-1108

9/22/03

2002 Toyota Avalon

VIN 4T1BF28B52

Customer Complaint Form Attachment

Resolution sought:

I purchased a new 2002 Toyota Avalon from Coughlin Chevrolet-Toyota on April , 2002. The vehicle currently has 13,322 miles registered on the odometer as of this date (9/21/03). The vehicle has had all maintenance performed on it, and my loan payments are current.

During November, 2002 I noted that the driver's side seat belt was not retracting on its own. I had to pull on it after exiting the vehicle in order to make it retract, and sometimes I had to wind it back into its retracted state by hand. Not being used to retracting my own seat belt in a \$34,000 vehicle, I abut the driver's side door causing the metal seat belt buckle to go through the door panel, tearing the leather trim and punching a hole in the panel. This happened approximately four times during the month of November, 2002.

I called Coughlin Toyota and spoke to Jim Meek (the Toyota Service Manager) in November and told him what had happened. He told me he would order a new door panel and seat belt for my car. Toyota called me when the parts were received, and I took the vehicle in for service on November 26, 2002. The vehicle was fixed and released back to me the same day. Jim Meek told me that the Toyota Camry and the Avalon both have common seat belt retraction problems, often times that lead to chipped paint in the door panels because when you shut the door on the seat belt buckle, it chips the paint. He told me this would happen for the entire time I own the vehicle and to try to remember to retract the belt myself when exiting the vehicle. I did try to retract the belt every time I exited the vehicle after being told to do so by Jim Meek.

I went to the dentist in Johnstown, Ohio on July 7, 2003. When I arrived for my appointment, there was a storm occurring, and wind gusts were at 61 miles per hour. When I opened the drivers side door to exit the vehicle and turned around retract my seat belt, the wind caught hold of the door and almost shut it on my hand causing the door to shut onto the seat belt buckle, once again damaging the door panel.

I stopped at Coughlin Toyota on July 9, 2003 and spoke to Jim Meek. I told him what had happened. He commented on how strong the storms were on July 7th and he said he would order the parts needed to fix my vehicle. Jim Meek never looked at my vehicle to assess the damage or check the seat belt.

On August 20, 2003 after having not heard back from Jim Meek about the parts to fix my door panel and seat belt (again), my husband called Jim Meek to inquire about when we could bring the car in for service. Jim said he had no intention of ordering the parts to fix my vehicle and said the damage was caused by my (Crystal Buxton) negligence and he could not perform this "warranty" work on the vehicle.

After a very long exchange of words between my husband, myself and Jim Meek, my husband and I went to Coughlin Toyota to speak to Manager Rory Godsell. Rory again confirmed that the Camry and Avalon have notoriously had issues with the seat belts not retracting. In fact, he told us he has owned two Camrys that both had chips in the door panels from the seat belts hanging down when he shut the door. Mr. Godsell did open the door of our Avalon and look at the door panel for about 10 seconds, but he never touched the seat belt and did not address the issue about it not retracting.

We told Mr. Godsell this situation is completely unacceptable and we wanted our vehicle repaired, and most importantly, we wanted our seat belt to work properly. A seat belt is a safety feature of a vehicle, and it is against Ohio law not to wear it. I should not have to manually retract a safety feature in a \$34,000 vehicle. Mr. Godsell agreed and asked us to call the zone representative for our area to file a complaint. I called immediately upon returning home on 8/20/03. I was told that Joanna Johnson would be calling me back to hear my complaint.

Joanna Johnson called me on Monday, August 25 at work. She told me (this is a direct quote that I wrote as she was speaking) "the seat belt issue is a design feature that Toyota has no intention of correcting. You are responsible for retracting your seat belt by hand." Ms. Johnson told me that Mr. Godsell looked at my vehicle and found nothing wrong with the seat belt. I told Ms. Johnson that Mr. Godsell looked at the door panel of my car for about 10 seconds, but he never touched the seat belt. Ms. Johnson said that didn't matter, they were not going to provide any warranty coverage for the seat belt not retracting.

I told Ms. Johnson that I wanted to take this matter up further with Toyota. She told me that was my option and I could file a "Customer Complaint." She told me to call the same phone number I had called to originally file my complaint and they would send me some paperwork. I called the number again and requested the paperwork, but I never received it.

I found the customer complaint form in my warranty information and I respectfully file my complaint for arbitration. The reasons for my complaint are:

1. The seat belt on the driver's side of my vehicle does not retract on it's own. This is a defect of the vehicle and is covered by the factory warranty. Toyota refuses to fix it.
2. Because the seat belt does not retract, and I was unable to stop my driver's side door from closing on the seat belt buckle on July 7, 2003 during a storm with high wind gusts, I again incurred damage to the door panel.
3. I should not have to retract my seat belt by hand. This is a safety feature of the vehicle, and Toyota cannot prove that this defect in the seat belt will not cause the belt to malfunction during an accident. I have not had an accident in this vehicle, so I have no idea if the belt works or not – and since Toyota cannot prove that it does work, they are liable. It is against the law in Ohio for me not to wear my seat belt, so I can't, and won't, stop using it.
4. The Lemon Law in Ohio states that it covers "any defect or condition that does not conform to the express written warranty of the manufacturer or distributor." My vehicle is covered by a 3 year, 36,000 bumper-to-bumper warranty and is still under warranty. Therefore, any manufacturer's defect is covered by this warranty. However, Toyota refuses to fix my vehicle.

In addition, the Ohio Lemon Law protects consumers who have "made at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity either continues to exist or recurs." Toyota cannot prove my malfunctioning seat belt will not result in death or serious bodily injury, therefore, they are liable for this defect in my vehicle. I have made two attempts to get this issue corrected permanently, and it was not fixed. On my second attempt, Toyota refused to even look at my vehicle again for this reason. I do not need to make further attempts to ask the Better Business Bureau to invoke the Lemon Law.

I have now cited two areas of the Ohio Lemon Law that can be invoked on my Toyota Avalon. As this arbitration committee already knows, I only need one reason to ask the Better Business Bureau to invoke the Lemon Law.

How do I want this situation resolved? In return for the 2002 Toyota Avalon being returned to Toyota, I want the full purchase price of my vehicle returned to me as is stated in the Ohio Lemon Law:

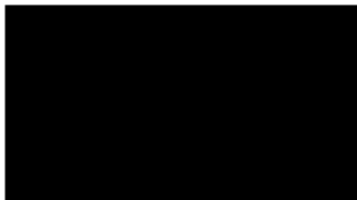
1. I want this vehicle repurchased by Toyota, for the contract price, including charges for transportation, undercoating, dealer-installed options and accessories, dealer services, dealer preparation and delivery charges.
2. I want all finance, credit insurance, warranty and service contract charges incurred by me.
3. I want all sales tax, license and registration fees, and similar government charges.
4. And I want all incidental damages (if any apply).

Why do I want this vehicle repurchased by Toyota?

1. Most importantly, this vehicle may be unsafe to drive with a malfunctioning seat belt, but they have refused to take responsibility for their own design and product defect. **I refuse to be killed in this car in order to get Toyota to respond to my concerns!**
2. I can no longer trust Toyota to fix any concerns with my vehicle as they have shown me that they refuse to honor their own warranty.
3. Toyota has no intention of correcting this defect in my vehicle and they have admitted to me that the problem will never be corrected on a permanent basis. By their own admission, the Toyota Camry and Avalon both have been notorious for having malfunctioning seat belts in the past, and they continue to do so. And as Ms. Johnson stated, she has made me responsible for retracting my seat belt by hand – meaning this situation will never be corrected – warranty or no warranty.
4. I do not want this vehicle replaced with another one with the same seat belt problem. I have incurred enough stress and wasted enough of my time trying to get my current vehicle fixed – I will not accept another one with the same dangerous seat belt defect.
5. I do not want another seat belt mechanism installed – I've already gone this avenue once, and I have every reason in the world to believe – from Toyota Representative's own mouths – that any seat belt mechanism they install will be defective. As Ms. Johnson stated, "the seat belt issue is a design feature that Toyota has no intention of correcting."

For these reasons, I respectfully ask the Arbitration Committee to invoke the Ohio Lemon Law and bring this matter to a close. This matter has disrupted my life and I don't feel Toyota should be permitted to cause me any further stress.

Thank you for your consideration.



Supporting Documents Attached:

Copy of the Ohio Lemon Law

Copy of the Invoice for November 26, 2002

Weather History for July 7, 2003

Copy of Explanation of Benefits Documenting the Date of My Dental Appointment

If you have any questions contact:
221 COMM GEN LIFE INS CO
P.O. BOX 188036
CHATTANOOGA, TN 37422

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

000X

NATIONWIDE: (800) 441-7108

Date Processed: Jul 16, 2003

Page 1 of 1

Policy Code 06
Employee Name C SUXTON
Employee ID/Soc Sec
Group Number 8853505
Branch/Division 216

Paying Office: 221

2

D1110016

How to an Explanation of Benefits of your PPO Dental Benefits with STATE FARM INSURANCE COMPANIES

Patient: C SUXTON		Chart: 81		Document Chrt: 0034988173718		Claim Number: 041		Payment Number: 081			
PROVIDER/ TYPE OF SERVICE	TOOTH NUMBER	SERVICE DATE	TOTAL CHARGES	CONTRACTED AMOUNT	NOT COVERED	COVERED AMOUNT	DEDUCT AMOUNT	BALANCE	PAID AT	TOTAL PAYMENT	S REN
PAYNE 311819933T1											
PERIODIC ORAL EXAM		07/07/2003	32.00	.00	.00	32.00	.00	32.00	100%	32.00	
ADULT CLEANING		07/07/2003	52.00	.00	.00	52.00	.00	52.00	100%	52.00	
INFECTION CONTROL		07/07/2003	5.00	.00	5.00	.00	.00	.00	0%	.00	L
TOTAL			89.00	.00	5.00	84.00	.00	84.00		84.00	
TOTAL PAID:										84.00	

PATIENT BALANCE DUE: 0.00

PAYMENT SUMMARY SECTION

Payments made to: T PAYNE DDS
PPO Plan Savings: .00

84.0

ACCUMULATION SECTION

AMOUNT PAID TOWARDS OUT OF NETWORK MAXI

REMARKS SECTION

NO BENEFITS ARE NOT PROVIDED FOR INFECT
BEING RENDERED.

Explanation of
Benefits form
documenting my
dental appointment
on 7/7/03.

ALL INCLUSIVE OF THE SERVICES

*** PLEASE REFER TO REVERSE SIDE FOR YOUR RIGHTS &
RETAIN THIS STATEMENT FOR TAX AND OTHER USE

BY: ---

CONTINUED ON NEXT PG

If benefits a
this payment(s) will be sent to the provider in the next
days of the "Date Processed".

on),
business

EMPLOYEE'S COPY

D1110016



wunderground.com

History for Columbus, Ohio

July 7, 2003

Mean Temperature	76.0 °F / 24.4 °C
Max Temperature	86.0 °F / 30.0 °C
Min Temperature	66.0 °F / 18.9 °C
Cooling Degree Days	11
Growing Degree Days	26 (Base 50 °F / 9 °C)
Dew Point	68.2 °F / 20.1 °C
Precipitation	0.28 in / 0.71 cm
Snow Depth	-
Standard Pressure	30.0 in / 1014.8 hPa
Sea Level Pressure	30.0 in / 1014.8 hPa
Visibility	7.4 miles / 11.8 kilometers
Wind Speed	10.9 mph / 17.6 km/h
Max Wind Speed	41.4 mph / 66.7 km/h
Gust Speed	61.0 mph / 98.2 km/h
Events	-

Time	Temperature	Dew Point	Humidity	Pressure	Visibility	Wind Speed	Gust Speed	Precipitation	Events	Condition
00:51	71.60 °F / 22.0 °C	68.00 °F / 20.0 °C	88%	29.95 in / 1014.0 hPa	7.0 miles / 11.3 kilometers	3.8 mph / 6.3 km/h	N/A	N/A		Mostly Cl
01:51	71.96 °F / 22.2 °C	69.08 °F / 20.6 °C	91%	29.98 in / 1015.0 hPa	6.0 miles / 9.7 kilometers	6.9 mph / 11.1 km/h	N/A	N/A		Mist
02:51	71.96 °F /	69.08 °F /	91%	29.98 in /	5.0 miles /	8.1 mph /	N/A	N/A		Mist

	22.2 °C	20.6 °C	1015.0 hPa	8.0 kilometers	13.0 km/h			
03:09	71.60 °F / 22.0 °C	69.80 °F / 21.0 °C 94%	29.98 in / 1015.0 hPa	4.0 miles / 6.4 kilometers	11.5 mph / 18.5 km/h	N/A	N/A	Unknown
03:37	69.80 °F / 21.0 °C	66.20 °F / 19.0 °C 88%	9999.90 in / 9999.9 hPa	6.0 miles / 9.7 kilometers	12.7 mph / 20.4 km/h	N/A	N/A	Thunder and Rain
03:51	69.80 °F / 21.0 °C	66.20 °F / 19.0 °C 88%	29.98 in / 1015.0 hPa	5.0 miles / 8.0 kilometers	6.9 mph / 11.1 km/h	N/A	N/A	Rain
04:51	66.20 °F / 19.0 °C	66.20 °F / 19.0 °C 100%	29.95 in / 1014.0 hPa	9.0 miles / 14.5 kilometers	5.8 mph / 9.3 km/h	N/A	N/A	Mostly Cl
05:51	68.00 °F / 20.0 °C	66.20 °F / 19.0 °C 94%	30.01 in / 1016.0 hPa	6.0 miles / 9.7 kilometers	6.9 mph / 11.1 km/h	N/A	N/A	Light Rai
06:51	66.92 °F / 19.4 °C	66.92 °F / 19.4 °C 100%	29.95 in / 1014.0 hPa	5.0 miles / 8.0 kilometers	16.1 mph / 25.9 km/h	N/A	0.01 in / 0.0 cm	Light Rai
07:02	66.20 °F / 19.0 °C	66.20 °F / 19.0 °C 100%	29.95 in / 1014.0 hPa	5.0 miles / 8.0 kilometers	12.7 mph / 20.4 km/h	N/A	N/A	Light Rai
07:10	66.20 °F / 19.0 °C	66.20 °F / 19.0 °C 100%	29.95 in / 1014.0 hPa	10.0 miles / 16.1 kilometers	12.7 mph / 20.4 km/h	N/A	N/A	Light Rai
07:51	66.20 °F / 19.0 °C	66.20 °F / 19.0 °C 100%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	5.8 mph / 9.3 km/h	N/A	N/A	Light Rai
08:00	68.00 °F / 20.0 °C	66.20 °F / 19.0 °C 94%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	8.1 mph / 13.0 km/h	N/A	N/A	Light Rai
08:51	68.00 °F / 20.0 °C	66.20 °F / 19.0 °C 94%	30.01 in / 1016.0 hPa	8.0 miles / 12.9 kilometers	9.2 mph / 14.8 km/h	N/A	N/A	Light Rai

09:51	71.60 °F / 22.0 °C	68.00 ° F / 20.0 ° C	88%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	10.4 mph / 16.7 km/h	N/A	N/A	Mostly Cl
10:51	77.00 °F / 25.0 °C	69.80 ° F / 21.0 ° C	78%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	9.2 mph / 14.8 km/h	N/A	N/A	Mostly Cl
11:51	78.80 °F / 26.0 °C	69.80 ° F / 21.0 ° C	74%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	13.8 mph / 22.2 km/h	N/A	N/A	Scattered Clouds
12:51	80.60 °F / 27.0 °C	71.60 ° F / 22.0 ° C	74%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	13.8 mph / 22.2 km/h	19.6 mph / 31.5 km/h	N/A	Mostly Cl
13:51	82.04 °F / 27.8 °C	73.04 ° F / 22.8 ° C	74%	29.98 in / 1015.0 hPa	6.0 miles / 9.7 kilometers	13.8 mph / 22.2 km/h	N/A	N/A	Haze
14:05	82.40 °F / 28.0 °C	73.40 ° F / 23.0 ° C	74%	29.98 in / 1015.0 hPa	9.0 miles / 14.5 kilometers	13.8 mph / 22.2 km/h	N/A	N/A	Mostly Cl
14:51	84.20 °F / 29.0 °C	73.40 ° F / 23.0 ° C	70%	29.98 in / 1015.0 hPa	7.0 miles / 11.3 kilometers	17.3 mph / 27.8 km/h	N/A	N/A	Mostly Cl
15:51	88.96 °F / 27.2 °C	69.98 ° F / 21.1 ° C	69%	30.04 in / 1017.0 hPa	5.0 miles / 8.0 kilometers	35.7 mph / 57.4 km/h	52.9 mph / 85.2 km/h	0.00 in / 0.0 cm	Light Thunder and Rain
15:56	73.40 °F / 23.0 °C	66.20 ° F / 19.0 ° C	78%	30.01 in / 1016.0 hPa	2.0 miles / 3.2 kilometers	17.3 mph / 27.8 km/h	52.9 mph / 85.2 km/h	0.06 in / 0.2 cm	Light Thunder and Rain
16:02	69.80 °F / 21.0 °C	66.20 ° F / 19.0 ° C	88%	30.01 1016.	Wind speed as I arrived at my dentist appointment				Thunder and Rain
16:08	69.80 °F / 21.0 °C	64.40 ° F / 18.0 ° C	83%	9999. 9999.					Light Thunder and Rain
16:34	69.80 °F /	66.20 ° F /	88%	29.91					Light Rai

	21.0 °C	19.0 ° C	1014.0 hPa	12.9 kilometers	11.1 km/h		0.3 cm		
16:38	68.00 °F / 20.0 °C	64.40 ° F / 18.0 ° C	88%	29.95 in / 1014.0 hPa	8.0 miles / 12.9 kilometers	4.6 mph / 7.4 km/h	N/A	N/A	Light Thunder and Rain
16:51	69.00 °F / 20.6 °C	66.92 ° F / 19.4 ° C	93%	29.95 in / 1014.0 hPa	7.0 miles / 11.3 kilometers	10.4 mph / 16.7 km/h	N/A	0.14 in / 0.4 cm	Light Thunder and Rain
16:57	68.00 °F / 20.0 °C	66.20 ° F / 19.0 ° C	94%	29.92 in / 1013.0 hPa	7.0 miles / 11.3 kilometers	12.7 mph / 20.4 km/h	N/A	N/A	Light Rain
17:15	69.80 °F / 21.0 °C	66.20 ° F / 19.0 ° C	88%	29.92 in / 1013.0 hPa	7.0 miles / 11.3 kilometers	3.5 mph / 5.6 km/h	N/A	N/A	Light Rain
17:51	71.60 °F / 22.0 °C	66.20 ° F / 19.0 ° C	83%	29.95 in / 1014.0 hPa	10.0 miles / 16.1 kilometers	6.9 mph / 11.1 km/h	N/A	N/A	Mostly Cl
18:51	73.40 °F / 23.0 °C	69.80 ° F / 21.0 ° C	88%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	4.6 mph / 7.4 km/h	N/A	N/A	Overcast
19:51	75.20 °F / 24.0 °C	69.80 ° F / 21.0 ° C	83%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	3.5 mph / 5.6 km/h	N/A	N/A	Mostly Cl
20:51	73.40 °F / 23.0 °C	69.80 ° F / 21.0 ° C	88%	29.98 in / 1015.0 hPa	10.0 miles / 16.1 kilometers	3.5 mph / 5.6 km/h	N/A	N/A	Mostly Cl
21:51	73.40 °F / 23.0 °C	71.60 ° F / 22.0 ° C	94%	29.95 in / 1014.0 hPa	8.0 miles / 12.9 kilometers	6.9 mph / 11.1 km/h	N/A	N/A	Scattered Clouds
22:51	73.40 °F / 23.0 °C	69.80 ° F / 21.0 ° C	88%	29.98 in / 1015.0 hPa	8.0 miles / 12.9 kilometers	3.5 mph / 5.6 km/h	N/A	N/A	Scattered Clouds
23:51	75.20 °F / 24.0 °C	71.60 ° F / 22.0 ° C	89%	29.81 in / 1016.0 hPa	6.0 miles / 9.7 kilometers	4.6 mph / 7.4 km/h	N/A	N/A	Mist

Astronomy			
Sunrise:	06:09 AM (EDT)	Moon Rise:	03:25 PM (EDT) 7/7
Sunset:	09:02 PM (EDT)	Moon Set:	02:25 AM (EDT) 7/7
Moon Phase			
			
Jul. 07 Jul. 13 Jul. 21 Jul. 29 Aug. 05			



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September 25, 2003

National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

RE: CASE # [REDACTED]

Dear Ms. [REDACTED]

Your request for arbitration has been received. Your claim appears to meet the Toyota Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act, which provides for the expedient resolution of Customer complaints. Therefore, under federal law, the National Center for Dispute Settlement (NCDS) is required to close your case within forty (40) days of the date of this letter.

"OHIO LAW REQUIRES YOU TO USE A QUALIFIED ARBITRATION PROGRAM BEFORE SUING THE MANUFACTURER OVER NEW CAR WARRANTY DISPUTES. FAILURE TO ARBITRATE YOUR CLAIM MAY PRECLUDE YOU FROM MAINTAINING A LAWSUIT UNDER SECTION 1345.75 OF THE REVISED CODE."

You have the option of having an oral hearing or a "documents only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Toyota will still be entitled to make their presentation. If you do not want to make an oral presentation, your dispute will be decided on the basis of documents submitted by all parties. You do not need to be present at a "documents only" decision process. You will receive a call from NCDS to determine which process you have selected.

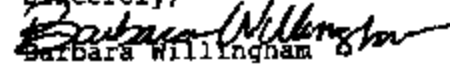
You may be contacted by NCDS prior to the hearing date in an effort to help you and Toyota reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the mediation settlement agreement. Your case will then be closed.

If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the arbitrator(s) within 10 days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Toyota will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

If you have not done so already, please provide us with copies of all relevant service tickets, as well as a copy of your title, current registration or bill of sale or lease contract. Your participation in the Dispute Settlement Program does not relieve you of any obligation you have with the lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free at 888-300-NCDS (6237).

Sincerely,


Barbara Willingham
Case Administrator

cc: Cincinnati Regional Office



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

September 25, 2003

Toyota Motor Sales U.S.A., Inc.
Cincinnati Regional Office
4550 Creek Road
Cincinnati, OH 45242

RE: CASE # [REDACTED]

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker.

As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Willingham".

Barbara Willingham
Case Administrator

cc: Ms. [REDACTED]



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1432

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

September 30, 2003

[REDACTED]
Newark, OH 43055

RE: CASE # [REDACTED]

Dear Ms. [REDACTED]

This will confirm our telephone conversation in which you selected submission of your dispute to the "documents only" Toyota Dispute Settlement Program administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have assigned your case to a regional three member Panel, which will review your documents as well as those submitted by Toyota at its next scheduled hearing. The Panel may decide to have your vehicle inspected by an Independent ASE Technical Inspector, who will contact you to arrange for the inspection.

Enclosed are the "Rules & Procedures for the Expedited Dispute Settlement (EDS) of Auto Warranty Disputes." Please review them carefully so that you are familiar with the process.

While the "documents-only" process is not a "Lemon Law" proceeding, the Panel will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, to the Panel prior to the hearing.

You may be contacted by NCDS prior to the hearing date in an attempt to help you and Toyota reach voluntary agreements to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, and may prove to be beneficial in resolving or narrowing your dispute and will not, in any event, preclude you from exercising your rights under the arbitration process.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free at 888-300-NCDS (6237).

Sincerely,


Barbara Willingham
Case Administrator

Enclosures: as noted

cc: Cincinnati Regional Office
Panel Members



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

September 30, 2003

[REDACTED]

Toyota Motor Sales U.S.A., Inc.
Cincinnati Regional Office
4550 Creek Road
Cincinnati, OH 45242

RE: CASE # [REDACTED]

Dear Parties:

The above referenced case has been placed on the agenda for review of the Boards' meeting on October 21, 2003, based solely on documents. If a decision is not rendered at this meeting, your case will be placed on the agenda for their following meeting.

If either party has any further documentation, including ALL SERVICE RECORDS, it must be received by NCDS no later than October 14, 2003, in order to be considered by the Board.

Finally, the Board may decide to have your vehicle inspected by an ASE Independent Technical Inspector, if so, he will be contacting you shortly to arrange for the inspection. In the event the Customer does not want the vehicle inspected, please put in writing to NCDS the specific reasons why within five (5) days of receipt of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Willingham".

Barbara Willingham
Case Administrator

cc: Board Members

October 3, 2003

Ms. Barbara Willingham
Case Administrator
National Center for Dispute Settlement
2777 Stemmons Freeway
Suite 1452
Dallas, TX 75207

RE: Case Number [REDACTED]

Dear Ms. Willingham:

A representative of Toyota contacted me on Wednesday, October 1, 2003. After much conversation, Dirk Hammersmith offered to replace the door panel and seat belt mechanism in my 2002 Toyota Avalon. I have declined this settlement offer for several reasons that I would like to share with you and the arbitration committee:

1. Mr. Hammersmith told me that he "didn't think my seat belt was a safety concern." I do not care what Mr. Hammersmith "thinks." I want to know I am safe driving this vehicle and that I have reasonable assurances that the safety belt will operate correctly. Mr. Hammersmith indicated he could not make any guarantees.
2. Mr. Hammersmith indicated that giving me a new vehicle was not possible, since "Toyota isn't giving away free cars." Toyota didn't give me a free car when I paid \$34,000 to purchase the one I own with malfunctioning seat belts. In addition, he said he didn't think a new car would solve this issue since another Avalon would have the same seat belt equipment in it - which would also have this same seat belt problem - SEAT BELTS THAT DON'T RETRACT PROPERLY.
3. I asked Mr. Hammersmith what would happen if my safety belt malfunctions again after my bumper-to-bumper warranty expires. He told me he could not guarantee my seat belt beyond my warranty. He said, "car parts wear out, and we can't guarantee them forever." A seat belt is a safety mechanism in a vehicle. If a seat belt in a particular model of vehicle isn't working properly AND THE CAR MANUFACTURER KNOWS IT, AS IN THIS CASE, then the seat belt should be replaced with one that does work - no matter when it malfunctions - INSIDE OR OUTSIDE OF THE WARRANTY.
4. Aside from the obvious safety issues, I refuse to own a vehicle that has been damaged repeatedly by a malfunctioning part on the vehicle. I didn't pay \$34,000 for a vehicle so I could drive something that looks like a piece of junk when you open the car door - exposing the puncture marks on the door panel where the seat belt buckle has pierced the entire panel.
5. Because I know this vehicle has malfunctioning safety belts, I cannot even sell this car without disclosing the problem. Therefore, the value of this vehicle has been diminished to zero. I paid \$34,000 for a vehicle that is worth nothing. Who would buy this car from me knowing the seat belts don't work and Toyota won't replace them after the warranty expires? No one! And not only will Toyota not replace the seat belts after the warranty expires, but the new owner would have to take Toyota to arbitration to get them to enforce their own warranty and replace the seat belts and door panels while the car is in warranty.
6. I no longer have any trust in Toyota and do not appreciate having to waste my very valuable time pursuing this matter in arbitration. This vehicle is still protected under a 36 month/36,000 mile bumper-to-bumper warranty, and Toyota has refused to honor this warranty - UNTIL I FILED A COMPLAINT TO YOUR ARBITRATION COMMITTEE - and then suddenly they want to fix the car - WITH NO GUARANTEES I AM SAFE AND NO GUARANTEES I HAVE A PERMANENT SOLUTION TO THIS PROBLEM! UNACCEPTABLE!

I would like this arbitration committee to understand that I saved money for a long time before I could afford to purchase this vehicle. I wanted a Toyota Avalon for at least two years before I could afford to buy it. I did a lot of research on the Internet and talked to other people who owned Toyota cars before I made my final decision. I truly wanted this vehicle and I was excited when I finally got the car I wanted. But my happiness was short-lived.

For these reasons and the reasons I cited to you in my original paperwork, I ask that this committee invoke the Lemon Law for the State of Ohio. There will be no end to this matter for me as long as Toyota continues to drag this on, arbitration hearing after arbitration hearing. They do not have a permanent solution to the seat belt malfunctioning and they do not intend to find one. Every person from Toyota to whom I have spoken has made this point painfully clear. I don't feel I should have to endanger my life because Toyota finds malfunctioning seat belts to be an acceptable risk. I would never have purchased this vehicle if I had known then what I know now about Toyota and the seat belts in the Avalon (and the Camry as well – by Toyota's own admission to me during several conversations).

I ask that you put yourselves in my place as you make your decision. Would you want to drive a car 65 miles per hour down a freeway, wearing a seat belt that you don't know for sure will function properly in an accident? Would you want the company that put malfunctioning seat belts in your car – TWICE – to tell you that they "think" you are safe? Would you trust a company that won't even honor it's own warranty – until you take them to arbitration? Would you trust a company that knows there is a perpetual malfunction in safety equipment – a malfunction they have admitted on several occasions – in a line of cars they manufacture, and they aren't even looking for a solution? Would you want to have to take your vehicle back in to the dealer to have malfunctioning seat belts put in time and time again – wasting your valuable time? Do you want to own a car that you could never sell because the seat belts don't function properly? Thank you for your consideration.

Sincerely,

[REDACTED]



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4034

October 13, 2003



RE: CASE # [REDACTED]

Dear Ms. [REDACTED]

We received your information on October 13, 2003. Please be advised we will make this a part of the file, as well as forward copies to the Manufacturer and the Board.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. Willingham".

Barbara Willingham
Case Administrator

cc: Gulf States Toyota Distributors, Inc.
Board Members



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1432

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

October 15, 2003



RE: CASE # [REDACTED]

Dear Ms. [REDACTED]

Please find enclosed information from Toyota's Cincinnati Regional Office. This is being forwarded to you for your review.

Please be advised that we will make this a part of the file.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Willingham".

Barbara Willingham
Case Administrator

cc: Board Members



Toyota Motor Sales, U.S.A., Inc.
Cincinnati Regional Office
4650 Creek Road
Cincinnati, OH 45242
513 765-7505 Fax
513 765-7505

7/14/03

OCT 14 2003

National Center for Dispute Settlement
Review Board
2777 Stonemason Freeway
Suite 650
Dallas, Texas 75207

N.C.D.

Re: [REDACTED] 2002 Toyota Avalon 13,000 approx. miles

The following is the order of events and the manufacturer's position as to Ms. Buxton's concern.

Vehicle Purchased 4/26/02 Warranty Coverage 3 years/36,000 miles

Position

The following is the manufacturer's position as to Ms. [REDACTED] case. Ms. [REDACTED] has stated to me that the seat belt concern has been intermittent. The driver's seat belt will not return or will return slowly upon exiting the vehicle. However, she can retract the seatbelt with the assistance of using her hand. The door panel becomes damaged when the driver's door is shut onto the seatbelt. This is due to the inconsistent retraction and the driver leaving the seatbelt hanging outside the door. The dealership replaced her seatbelt and door panel on 11/26/02 with 6,806 miles at no charge to the customer.

Ms. [REDACTED] returned to the dealer on or about 7/18/03. The dealer inspected and explained that a slow retraction is a normal characteristic and that the damage to the door panel is not covered under the terms of the warranty.

Per my conversation with Ms. [REDACTED] she was requesting a permanent repair and was concerned with the safety of the belt. She requested a guarantee that parts will not fail in the future. I explained that we could not guarantee a future failure with any part. I also explained the internal workings of the seat belt system and that the safety of the seat belt should not be a concern. Her concern is with the slow retraction of the belt, not the belt's locking system. To address her concern, I offered to have the seatbelt inspected. She also stated that she was frustrated with the service at Coughlin Toyota. I also offered to have a dealer of her choice inspect the seatbelt to ensure proper operation and to show her the mechanics of a seatbelt. I offered to replace the seatbelt and door panel as a goodwill gesture. Mrs. [REDACTED] has declined my offer.

The manufacturer is requesting a final decision in response to the customer's repurchase decision. There has only been one repair during the first year of service.
Thank you.

Sincerely,

Dirk Hammermith
Customer Relations Supervisor

October 20, 2003

Barbara Willingham, Case Administrator
National Center for Dispute Settlement
2777 Stemmons Freeway, Suite 1452
Dallas, TX 75207

RE: Case # [REDACTED]

Dear Ms. Willingham,

I would like the opportunity to respond to Dirk Hammersmith's letter to you dated 7/14/03 (which is evidently a typo), and received in your office on October 14, 2003. Mr. Hammersmith has made some incorrect statements in his letter to you, and I would like the opportunity to refute.

1. Mr. Hammersmith indicates that I stated "the seat belt concern has been intermittent." What he left out of that statement is that I also said "it happens quite frequently." He worded this statement so it would appear my seat belt retracts most of the time – which is not the case, and it is not what I stated.
2. Mr. Hammersmith indicates I took my vehicle into Coughlin Toyota on 7/18/03 and "the dealer inspected and explained that a slow retraction is a normal characteristic and that the damage to the door panel is not covered under the terms of the warranty." This statement is completely incorrect. I took my vehicle into Coughlin Toyota on July 9, 2003 and **IT WAS NOT INSPECTED BY ANYONE**. Jim Meeks, the Service Manager to whom I did speak not only didn't inspect my vehicle, he never even approached my car. And this was not the event where anyone said to me that the "door panel was not covered under the terms of the warranty." Jim Meeks told me on July 9th that he was ordering the parts to fix my vehicle again, but he never did.
3. I again took my vehicle into Coughlin Toyota on August 20, 2003 – **BUT AGAIN, THE SEAT BELT WAS NOT INSPECTED BY ANYONE**. Mr. Godsell, Manager at Coughlin Toyota opened the door and looked at the door panel for about 10 seconds, but he never touched the seat belt or anything else in the vehicle. **THIS HARDLY CONSTITUTES AN INSPECTION**. It was on August 20th that Jim Meeks, via a telephone conversation, stated that he would not repair my car under the warranty. I went to Coughlin Toyota to speak to the Manager, Rory Godsell, who told me that I needed to contact Joanna Johnson from Toyota to discuss this matter.
4. Mr. Hammersmith's letter ends with the sentence, "there has only been one repair during the first year of service." He has left out two very important elements. First of all, there was only one repair because **TOYOTA REFUSED TO DO ANY OTHER REPAIRS TO THIS NON-FUNCTIONING SEAT BELT AND MY DAMAGED DOOR PANEL**. How could there have possibly been any other repairs if Toyota refused to do them? Secondly, there only needs to be one repair made to safety equipment in the vehicle per the Ohio Lemon Law. The repair did not fix the problem, and it has been made perfectly clear to me that Toyota does not intend to find a permanent solution to correct the defect in this safety feature of the vehicle. Therefore, the Lemon Law does apply to this case. We are not discussing a little rattle or a rip in a leather seat. We are discussing a safety feature of a vehicle.

As a consumer, I have a right to expect a "guarantee" that my seat belt will function properly the entire time I own my vehicle. Mr. Hammersmith has made it very clear in his conversation with me and in his letter to you that Toyota has no intention of ensuring the safety equipment in my car (i.e. the seat belt) works properly the entire time I own this vehicle. Again, this is unacceptable. A slowly retracting seat belt, or in the case of my vehicle, a seat belt that does not retract at all, is not a "normal" characteristic of any vehicle. I have owned several new vehicles in my lifetime, and I have never owned a vehicle that had seat belts that do not retract on their own.

Mr. Hammersmith also made statements about offering to look at the inside of my "already non-functioning" seat belt to see if it will properly retract in the event of an accident. First of all, why would I want Toyota opening up a seat belt that I already know does not retract properly – what does this prove? Why should I waste more of my valuable time with this ploy to drag this situation out further? Secondly, this still doesn't prove that the seat belt will work in the event of an accident. If Toyota does not put functioning seat belts in the Toyota Avalon (and the Camry) – as it has already admitted to me several times – how would they know what a properly functioning seat belt looks like on the inside? Why should I trust them? This is my life on the line in this vehicle and I should not have to live with "well, we think it will work properly if you are in an accident." Again, UNACCEPTABLE!

Lastly, looking beyond the safety issues, I have a right to expect that my vehicle will not damage itself when I close the door. If the seat belt does not retract properly on its own, it is extremely likely that my vehicle will continue to be damaged by the seat belt. If Toyota is not willing to honor its own warranty and fix this part now, I am very certain they will not fix it when the warranty ends. Why should I have to deal with this for years to come? Why should I have to feel unsafe in my vehicle?

I respectfully ask that the arbitration committee invoke the Ohio Lemon Law in this case. Thank you for your consideration.

Sincerely,





October 22, 2003

National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054



Toyota Motor Sales U.S.A., Inc.
Dirk Hammersmith
Cincinnati Regional Office
4550 Creek Road
Cincinnati, OH 45242

RE CASE: # 2203188

Dear Parties:

By direction of the Three Member Arbitration Board, we are enclosing the Decision in the above referenced case. Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has twenty (20) days from the date of this letter in which NCDS must receive the "Acceptance of Decision" form. The form should be mailed to:

National Center for Dispute Settlement
P. O. Box 581109
Dallas, Texas 75358-1109

Thank you for your cooperation in resolving this matter through the Expedited Dispute Settlement mechanism. Should you have any questions regarding the Acceptance of Decision, please contact NCDS. Failure to return this form within twenty (20) days from the date of this letter will be considered a rejection of the Arbitrator's Decision and therefore, NCDS will close your case.

Finally, you may obtain, at a reasonable cost, copies of all the case records related to this dispute.

Sincerely,

Barbara Willingham
Case Administrator

Enclosures: as noted

cc: Board Members



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

DATE: October 22, 2003

CUSTOMER: [REDACTED]

CASE #: [REDACTED]

I understand that I am not bound to the Decision of the Board in my case unless I accept it. If I reject the decision, or am dissatisfied with Toyota's eventual performance, I may pursue other legal remedies, including the use of small claims court. Whether or not I accept the Decision, however, the Decision is admissible in any subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Decision, Toyota will be legally bound by the Decision.

You must mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT THE DECISION ()

I DO NOT ACCEPT THE DECISION ()

SIGNED: _____

DATE: _____

NATIONAL CENTER FOR DISPUTE SETTLEMENT

X-----X	
:	:
: In the matter of the Arbitration	:
: between	: DECISION
:	:
: [REDACTED]	:
: ("Customer(s)")	: CASE # [REDACTED]
:	:
: -and-	:
:	:
: Toyota Motor Sales,	:
: U.S.A., Inc.	:
: ("Toyota")	:
:	:
X-----X	

A Three Person Panel consisting of Ed Hester, Chris Lusk, and Susan LeGear was appointed pursuant to NCDS rules as Arbitrators to determine disputes which had arisen between the Customer(s), Crystal L. Burton, and Toyota regarding a 2002 Avalon.

By a notice given September 30, 2003, the Panel advised the parties that a hearing based solely on documents would be conducted on October 21, 2003.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on September 25, 2003, and may be summarized as follows:

The Customer states that the driver's seat belt does not work and it caused damage to the door panel. The Customer requests a repurchase.

SUMMARY OF PRESENTATION:

According to the "Customer Claim Form" received by NCDS on September 25, 2003, the Customer purchased a 2002 Toyota Avalon on April 25, 2003. The vehicle currently has over 13,322 miles on the odometer.

In addition to the Customer Claim Form, the Customer submitted letters, copies of repair orders, a copy of the Standards of the Ohio Lemon Law, a copy of the Ohio Lemon Law Summary, a copy of a dental receipt, an Internet printout from wunderground.com, a copy of the purchase order, a copy of the original loan and a copy of the refinancing loan.

According to the Customer's information, the vehicle has problems with the driver's side seatbelt not retracting properly resulting in damage to the door panel. The Customer has taken the vehicle to the Dealer to address the issues, but the problem continues to exist. The Customer is requesting that the vehicle be repurchased.

Toyota submitted a written position, which stated that the seat belt problem is intermittent. The Customer is concerned with the slow retraction of the seatbelt, which is considered a normal characteristic.

DECISION:

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer's new vehicle warranty and the applicable warranty law including the applicable State Statute commonly referred to as the "Lemon Law", and after due deliberations, we find and Award as follows:

The Customer's request for a repurchase of the vehicle is hereby **DENIED**.

We have reached this conclusion because the vehicle has not been subject to an unreasonable number of repairs for the same nonconformity.

This constitutes the Board's complete DECISION as to all the complaint(s) submitted to us for determination.

Ed Hester
Ed Hester

10-21-03
Date

Chris Lusk
Chris Lusk

10-21-03
Date

Susan LeGear
Susan LeGear

10/21/03
Date



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

October 27, 2003

[REDACTED]
RE: CASE # [REDACTED]

Dear [REDACTED]

We are in receipt of your information forwarded on October 20, 2003, regarding the above referenced case. As you are aware any and all information in support of your claim should have been submitted to the National Center for Dispute Settlement (NCDS) no later than October 14, 2003, in order to be considered by the Board. The information was received October 27, 2003, and will not be sent to the Board to be considered when rendering a decision. Please be advised we will not make this a part of the file, and will return it to you.

Sincerely,

Barbara Willingham
Case Administrator

Enclosure: As noted

October 20, 2003

Barbara Willingham, Case Administrator
National Center for Dispute Settlement
2777 Stemmons Freeway, Suite 1452
Dallas, TX 75207

RECEIVED
OCT 27 2003
N.C.D.S.

RE: Case [REDACTED]

Dear Ms. Willingham,

I would like the opportunity to respond to Dirk Hammersmith's letter to you dated 7/14/03 (which is evidently a typo), and received in your office on October 14, 2003. Mr. Hammersmith has made some incorrect statements in his letter to you, and I would like the opportunity to refute.

1. Mr. Hammersmith indicates that I stated "the seat belt concern has been intermittent." What he left out of that statement is that I also said "it happens quite frequently." He worded this statement so it would appear my seat belt retracts most of the time -- which is not the case, and it is not what I stated.
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3. I again took my vehicle into Coughlin Toyota on August 28, 2003 -- **BUT AGAIN, THE SEAT BELT WAS NOT INSPECTED BY ANYONE**. Mr. Godsell, Manager at Coughlin Toyota opened the door and looked at the door panel for about 10 seconds, but he never touched the seat belt or anything else in the vehicle. **THIS HARDLY CONSTITUTES AN INSPECTION**. It was on August 20th that Jim Meeks, via a telephone conversation, stated that he would not repair my car under the warranty. I went to Coughlin Toyota to speak to the Manager, Rory Godsell, who told me that I needed to contact Joanna Johnson from Toyota to discuss this matter.
4. Mr. Hammersmith's letter ends with the sentence, "there has only been one repair during the first year of service." He has left out two very important elements. First of all, there was only one repair because **TOYOTA REFUSED TO DO ANY OTHER REPAIRS TO THIS NON-FUNCTIONING SEAT BELT AND MY DAMAGED DOOR PANEL**. How could there have possibly been any other repairs if Toyota refused to do them? Secondly, there only needs to be one repair made to safety equipment in the vehicle per the Ohio Lemon Law. The repair did not fix the problem, and it has been made perfectly clear to me that Toyota does not intend to find a permanent solution to correct the defect in this safety feature of the vehicle. Therefore, the Lemon Law does apply to this case. We are not discussing a little rattle or a rip in a leather seat. We are discussing a safety feature of a vehicle.

As a consumer, I have a right to expect a "guarantee" that my seat belt will function properly the entire time I own my vehicle. Mr. Hamner-Smith has made it very clear in his conversation with me and in his letter to you that Toyota has no intention of ensuring the safety equipment in my car (i.e. the seat belt) works properly the entire time I own this vehicle. Again, this is unacceptable. A slowly retracting seat belt, or in the case of my vehicle, a seat belt that does not retract at all, is not a "normal" characteristic of any vehicle. I have owned several new vehicles in my lifetime, and I have never owned a vehicle that had seat belts that do not retract on their own.

Mr. Hamner-Smith also made statements about offering to look at the inside of my "already non-functioning" seat belt to see if it will properly retract in the event of an accident. First of all, why would I want Toyota opening up a seat belt that I already know does not retract properly - what does this prove? Why should I waste more of my valuable time with this ploy to drag this situation out further? Secondly, this still doesn't prove that the seat belt will work in the event of an accident. If Toyota does not put functioning seat belts in the Toyota Avalon (and the Camry) - as it has already admitted to me several times - how would they know what a properly functioning seat belt looks like on the inside? Why should I trust them? This is my life on the line in this vehicle and I should not have to live with "well, we think it will work properly if you are in an accident." Again, **UNACCEPTABLE!**

Lastly, looking beyond the safety issues, I have a right to expect that my vehicle will not damage itself when I close the door. If the seat belt does not retract properly on its own, it is extremely likely that my vehicle will continue to be damaged by the seat belt. If Toyota is not willing to honor its own warranty and fix this part now, I am very certain they will not fix it when the warranty ends. Why should I have to deal with this for years to come? Why should I have to feel unsafe in my vehicle?

I respectfully ask that the arbitration committee invoke the Ohio Lemon Law in this case. Thank you for your consideration.

Sincerely,

A large black rectangular redaction box covering the signature and any handwritten notes or dates that might have been present.



RECEIVED
OCT 27 2003
N.C.D.S.

Barbara Willingham, Case Admin.
National Center for Dispute Settlement
2777 Steppens Freeway, Suite 1452
Dallas, TX 75207

Case # ~~2007-133188~~ 2007-133188



STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
JIM PETRO, ATTORNEY GENERAL

Consumer Protection Section

30 E. Broad St., 066; Columbus, OH 43215-3428
1-800-282-0515 (Ohio only)
(614) 466-4986
TTY 1-888-567-6881 or (614) 995-7147 (local)
1-866-AG-ELDER (seniors only)
(243-5337)

CONSUMER COMPLAINT FORM

also available on-line at www.ag.state.oh.us/consumer

Please type or print (use dark ink)

Office Use Only

Code:

Complaint #:

Name [REDACTED]
Address [REDACTED] City Newark, OH State OH Zip Code [REDACTED] County Licking
Home Telephone# [REDACTED] Work Telephone# [REDACTED]
Cell Phone# [REDACTED] E-mail Address [REDACTED]

In order to help our office better serve Ohio consumers, please circle any/all categories that apply to you (optional):

Senior Citizen (over 60 yrs.) Yes No
Under Age 18 Yes No
Person With Disability Yes No

Disaster Victim Yes No
Low Income Yes No
Non-English Speaking Yes No

Company Name Coughlin Toyota
Address 1850 N. 21st St. City Newark, OH State OH Zip Code 43055 County Licking
Telephone # (714) 346-1381 Fax # () E-mail address [REDACTED]

Product/Service involved New Vehicle Transaction date 4/23/02

Cost of product/service \$ 32,300 Amount paid so far \$ approx \$17,000

Did you sign a contract? Yes No Is product/service under warranty? ☒ Yes ☐ No

Method of payment Monthly Are you making payments? ☒ Yes ☐ No

Have you contacted any other agencies? ☒ Yes ☐ No

If yes, please list: National Center for Dispute Settlement

Have you retained an attorney? Yes ☐ No ☒ Have you filed a lawsuit? Yes ☐ No ☒

How did this transaction occur?

☐ Salesperson came to your home
☐ Purchased the product/service on-line

☐ Salesperson called your home.
☒ Purchased at the business location

Briefly describe your complaint: (use additional paper if necessary)

Please see attached.

COMPLAINTS

Year 2002 Make/Model Toyota Avalon Purchased: ☒ New ☐ Used
Date of Purchase 4/23/02 Vehicle Identification # 4T1BF28B52
Mileage at Purchase ≈ 300 Current Mileage 13,965 Purchase Amount \$ 32,300

IMPORTANT: Return this form and two (2) copies (do not send originals) of all documents relevant to your complaint i.e. advertisements, contracts, warranties, receipts, cancelled checks, bank account or credit card statements, etc.

What would you consider a reasonable resolution to your complaint? Since Toyota has admitted that there is a design defect with the seatbelt and that any fixes they implement will be temporary, and they can't assure us that this problem won't cause harm to the vehicle, and we can't sell this vehicle knowing the problem then the vehicle should be replaced.

The information given above is true to the best of my knowledge and belief. I understand that a copy of this form and all documents relating to my complaint will be forwarded to the business. **PLEASE NOTE:** This complaint form, all documents you send us, and any document received by our office as a result of handling your complaint, are public records and subject to Ohio's Public Records Act. This law requires all public records to be available for inspection by anyone, upon request.

Signature [Redacted]

Date 12/8/03

The Attorney General does not serve as a private attorney but represents the public in enforcing laws designed to protect consumers from misleading or



**STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
JIM PETRO, ATTORNEY GENERAL**

200 E. Broad St.
Columbus, OH 43260-2000
Telephone: (614) 467-5000
Facsimile: (614) 221-7700
www.ag.state.oh.us

Dear Consumer:

Thank you for bringing your problem to my attention. Enclosed you will find a complaint form that we ask that you complete. Once completed, it will give my consumer protection staff the information needed to begin reviewing the concern you have raised.

As Attorney General, I am responsible for enforcing Ohio's consumer protection laws, which are aimed at protecting consumers from deceptive, unconscionable, or unfair business practices. Reviewing and analyzing the information contained in consumer complaints is one method by which we discover which businesses in Ohio are violating the laws we enforce.

Please complete the enclosed complaint form in detail and return it to my Consumer Protection Section. Be sure to include copies of contracts, sales slips, advertisements, warranties, or letters pertaining to your complaint. After your complaint is received, it will be examined by a consumer protection specialist who will determine how we can assist you. You will hear from us within thirty (30) days.

In most cases, we will be able to assist you in obtaining a resolution to your problem. **HOWEVER, BECAUSE OF LEGAL CONSTRAINTS, PLEASE BE AWARE THAT WE CANNOT ACT AS YOUR PRIVATE ATTORNEY.** We will, however, do all we can to help you.

Thank you again for submitting your complaint. With the assistance of concerned citizens like you, we can continue working on behalf of all Ohio consumers to eliminate deceptive, unconscionable, and unfair practices in the marketplace.

Sincerely,



Jim Petro
Attorney General of Ohio

December 8, 2003

State of Ohio
Office of the Attorney General
Jim Petro, Attorney General
Consumer Protection Section
30 E. Broad Street, 066
Columbus, OH 43215-3428

Dear Mr. [REDACTED]

Please find attached documentation from my submission of a complaint against Toyota, asking for the repurchase of the 2002 Toyota Avalon I purchased in 2002 because of a defect in the seat belts. This complaint was sent to the National Center for Dispute Settlement, the arbitration firm utilized by Toyota, as is required by Toyota, and the resolution I sought was declined. I have sent paperwork back to NCDS rejecting their decision and am seeking resolution through your office at this time.

I was highly disappointed that Toyota and their chosen arbitrator (please note that this arbitrator was not chosen by me – this is Toyota's arbitrator) elected to minimize my concerns. I am also highly disappointed that none of my concerns were addressed by either Toyota or by the NCDS. My concerns are as follows:

1. The seat belt on the driver's side of my vehicle does not retract on its own. This is a defect of the vehicle and should be covered by the factory bumper-to-bumper warranty. However, Toyota refused to fix it.
2. Because the seat belt does not retract, I was unable to stop my driver's side door from closing on the seat belt buckle on July 7, 2003 during a storm with high wind gusts, and I incurred damage to the door panel once again (this was about the fifth time).

Please note that Toyota did replace the door panel and seat belt mechanism on November 26, 2002, after the door had shut on the seat belt buckle at least four times, causing severe damage to the door panel on the driver's side. After this one attempt to correct this issue, Toyota has refused to make any further corrections.

3. I should not have to retract my seat belt by hand. This is a safety feature of the vehicle, and Toyota cannot prove that this defect in the seat belt will not cause the belt to malfunction during an accident. I have not had an accident in this vehicle, so I have no idea if the belt works or not – and since Toyota cannot prove that it does work, they will be liable for any death or injury caused by this malfunctioning safety feature of my vehicle. It is against the law in Ohio not to wear a seat belt, so I can't and won't stop using it.
4. The Lemon Law in Ohio states that it covers "any defect or condition that does not conform to the express written warranty of the manufacturer or distributor." My vehicle is covered by a 3-year, 36,000 bumper-to-bumper warranty and is still covered under that warranty to this date. Therefore, any manufacturer's defect is covered by this warranty. However, Toyota refuses to fix my vehicle.

In addition, the Ohio Lemon Law protects consumers who have "made at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity either continues to exist or recurs." Toyota cannot prove my malfunctioning seat belt will not result in death or serious bodily injury, and a seat belt is a safety feature of a vehicle, therefore, Toyota is liable for this defect in my vehicle. I have made two attempts to get this issue corrected permanently, and it was not fixed. On my second attempt, Toyota refused to even look at my vehicle for this defect. I do not need to make further attempts to ask the Attorney General's office to invoke the Lemon Law.

5. I cannot sell my vehicle knowing there is a defect of this type without disclosing it. Therefore, the value of my vehicle has been diminished – most likely to no value at all. Who would purchase a vehicle knowing the seat belts don't work properly? I know that I would never have purchased this vehicle knowing the seat belts don't function properly.

What resolution am I seeking? Per the Ohio Lemon Law:

1. I want this vehicle repurchased by Toyota for the contract price, including charges for transportation, undercoating, dealer-installed options and accessories, dealer services, dealer preparation and delivery charges.
2. I want all finance charges, credit insurance, warranty and service contract charges incurred by me returned to me.
3. I want all sales tax, license and registration fees and similar government charges returned to me.
4. And I want all incidental damages (if any apply) returned to me.

Why do I want this vehicle repurchased by Toyota?

1. Most importantly, this vehicle may be unsafe to drive with a malfunctioning seat belt, but Toyota has refused to take responsibility for their own design and product defect. **I REFUSE TO BE KILLED OR SERIOUSLY INJURED IN THIS VEHICLE IN ORDER TO GET TOYOTA TO RESPOND TO MY CONCERNS!**
2. I can no longer trust Toyota to fix my concerns with my vehicle as they have shown me that they refuse to honor their own warranty.
3. Toyota has no intention of correcting this defect in my vehicle and they have admitted to me that the problem will never be corrected on a permanent basis. By their own admission, the Toyota Camry and Avalon both have been notorious for having malfunctioning seat belts in the past, and they continue to do so. And as Ms. Johnson (Toyota Zone Manager) stated, she has made me responsible for retracting my seat belt by hand – meaning this situation will never be corrected – warranty or no warranty. I was also told by Coughlin Toyota Manager, Rory Godsell and Service Manager, Jim Meeks, as long as I own my Avalon, the seat belts will need to be retracted by hand. Ms. Johnson stated, "the seat belt issue is a design feature that Toyota has no intention of correcting."
4. I do not want my vehicle replaced with another vehicle with the same seat belt problem that will never be corrected. I have incurred enough stress and wasted enough of my time trying to get my current vehicle fixed. I will not accept another one with the same dangerous defect.

5. I do not want another seat belt mechanism installed (which was what Toyota offered to do AFTER I submitted a complaint to NCDS – and I refused because I was told this may not be a permanent solution to my problem and Toyota refused make any guarantees). I have already gone this avenue once, and I have every reason in the world to believe – from Toyota Representative's own mouths – that any seat belt mechanism they install will be defective.

As of this date, the seat belt continues to malfunction (12/08/03).

The National Center for Dispute Settlement Complaint – Reason I Refused Toyota's Offer:

1. Dirk Hammersmith offered to replace the seat belt mechanism and door panel ONE TIME – with no guarantee that this defect will not again recur in the future – and with no guarantee that Toyota will make any further repairs. Since this was not a permanent solution to this dangerous defect, I refused their offer.
2. Please note that the day all documents had to be sent to NCDS was October 14th. Dirk Hammersmith's response was received by NCDS on October 14th – allowing me no time to refute his statements. I contend that this was done purposely so that I could not respond to his statements. I sent a letter to the NCDS on October 20 – the very day I received a copy of Dirk Hammersmith's "proposed resolution" and comments, and my rebuttal was refused by the NCDS. I have included copies of these documents.
3. I contend that the NCDS is not an unbiased party for which to resolve issues between consumers and Toyota. I had no choice in selecting an unbiased party to resolve this issue, and since Toyota has a relationship with this dispute settlement entity, I was certainly not shocked that my complaint was denied. How is this protecting the consumer? Who paid for the NCDS' services? It was certainly not me and I am sure this entity does not work for free.

For these reasons, I respectfully request the Attorney General's Office for the State of Ohio to invoke the Ohio Lemon Law in this case. This matter has disrupted my life and I don't feel Toyota should be permitted to cause me any further stress.

Thank you for your consideration.



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Supporting Documents Attached:

Copy of Purchase Invoice
Copy of Financing Paperwork
Copy of the Ohio Lemon Law
Copy of the Invoice for November 26, 2002
Weather History for July 7, 2003
Copy of Explanation of Benefits Documenting the Date of My Dental Appointment (the day my driver's side door slammed into the unretracted seat belt – I was unable to stop this damage from occurring)
All Letters Sent To and Received From the National Center For Dispute Settlement
Copy of the Final Decision By the NCDS

**THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).**