



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
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received

2005 JUN 28
13-JUN-2005

Repository ☐

AM 9:38
Reference No.
10125103

OWNER INFORMATION (Type or Print)

Name

Address

City

SANFORD

State

FL

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner _____ Date _____

VEHICLE INFORMATION

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

4115F32XK31

Make

TOYOTA

Model

CAMRY

Model Year

2003

Date Purchased

14-JAN-03

Dealer's Name and Telephone Number

MAJIC TOYOTA

Engine

No. Cylinders 4

Fuel Type

Gas

Original Owner

☒

Dealer's City

LONGWOOD

State

FL

Zip Code

Transmission Type

☒

And Lock Brakes

Powertrain

FRONT WHEEL DRIVE

Vehicle Component Code

034100 SERVICE BRAKES, HYDRAULIC; FOUNDATION COMPONENTS

Multiple Failure: 4

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)

08-DEC-2003

Failure Mileage

8918

Failure Speed

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/60R16)

DOT No. (Example: DOTM189ABC036)

☐ 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), crash(es), and injury(ies).)

Crash:

☐ Yes ☒ No

Fine

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

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).

DT: ON DECEMBER 8, 2003, AT 8918 MILES CONSUMER WAS AT A STOP SIGN AND TRIED TO APPLY BRAKES AND THEY FAILED. CONSUMER WAS IN A SCHOOL ZONE AND TRIED TO STOP AT A TRAFFIC LIGHT. TOOK THE VEHICLE TO DEALER TO BE INSPECTED, AND THE SERVICE DEPARTMENT COULDN'T FIND ANYTHING WRONG. AGAIN, HAD THE VEHICLE OUT AND WAS AT A 3-WAY STOP AND TRIED TO APPLY THE BRAKES, AND THEY FAILED AGAIN. TOOK VEHICLE TO DEALERSHIP ON APRIL 21, 2005 AT 13096 MILES, AND THEY DID FIND THAT BECAUSE OF A BRAKE FAILURE THERE WAS INTERNAL FAILURE IN MASTER CYLINDER, AND THE FRONT ROTORS WERE WARPED. *AK

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.

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

10/20/05

Please find Paper work enclosed that you requested.

I'd also add that the experience I had was very hard on my Blood Pressure problem & my Asthma problem.

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

400 Seventh St., S.W.
Washington, D.C. 20590

Official Business
Penalty for Private Use \$300

BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-216
400 7th Street, SW
Washington, DC 20590

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

**VEHICLE
OWNER'S
QUESTIONNAIRE**

DOT AUTO SAFETY HOTLINE

TO REPORT VEHICLE SAFETY DEFECTS
COMPLETE THIS FORM

OR

DASH2DOT

and dial toll free at

1-888-DASH-2-DOT

1-888-327-4236

DOT Auto Safety Hotline
(DASH) 2 DOT



U.S. Department of Transportation
National Highway Traffic Safety
Administration
www.nhtsa.dot.gov/hotline

Sanford, FL
April 19, 2005

National Center for Dispute Settlement
P.O. Box 561109
Dallas, TX 75356-1109

To Whom It May Concern:

On January 14, 2003 I purchased a 2003 Toyota Camry 4Door for \$29,338.80 (including trade), at Magic Toyota in Longwood, Florida. I believed at that time, that I had selected a nice, dependable automobile that would provide me with reliable transportation for a long time. I am 68 years old, live alone, own one vehicle, and have medical conditions commensurate of people in my age bracket. Naturally, dependable transportation is essential to me.

I have enclosed a chronology of (primarily) one problem I have experienced with the Toyota that I purchased new. I have experienced multiple incidents wherein the car failed to stop when I applied the brakes. Each of these situations has potentially put both my life, as well as the lives of others in my path at serious risk. Each of these situations has been extremely alarming, exacerbating my medical condition. I attempted to have the car fixed several times but the dealership was unable to isolate the problem (on at least two occasions). Instead, the customer service representatives treated me as though the problem did not exist and appeared to discount my life threatening experiences. There was no acknowledgement of the seriousness of total braking system failure on the part of the service department. Since they were unable to isolate the problem, it appeared that they wanted me to go away and leave them alone.

The last time I took the car in for service (after the fourth time the brake system failed), I told the service representative that there was a Florida Lemon Law described in my car manual and that I felt that I had a "lemon" car. Since I did not have another vehicle, I requested a loaner car while the car was being serviced. Dealership personnel stated that they would telephone me at a specified time re a loaner car. They never called. When I called them, they stated that they did not have a car available. I was stranded from Wednesday through Saturday (3 1/2 days). Since I live alone and I have a medical condition, I did not feel safe being abandoned without transportation. When I went to pick up the car, Ryan Smith, the service advisor, met me in the parking lot with the repair statement and the keys. It was apparent that he did not want me to come into the service department office.

I have had my life as well as the lives of others put in danger, have been humiliated, and inconvenienced as a result of my new car purchase. This automobile has proven to be highly unreliable and I am unable to drive it with any feeling of confidence. I have no faith that the customer service representatives did, or will in the future, provide a good faith effort to keep the car in a safe operating condition. Every time I get into the car to go somewhere I wonder if it will be my last living act, or if I will kill other innocent people in the process. Under the provisions of the Florida Lemon Law, I request a total refund for the purchase price of this automobile.

Sincerely,

CHRONOLOGY

1. January 14, 2003 -- Purchased 2003 Toyota Camry 4 Door LE sedan for \$29,338.80.
2. December 8, 2003 -- Invoice TOCS338953
Mileage: 6,119
Complaint: On two (2) occasions the car failed to stop when the brakes were applied. On both occasions I ran through normally busy intersections at stop signs. Fortunately the intersections were clear and there was no collision. The incidents were extremely disconcerting.
Service: Clean and adjust rear brakes.
3. July 5, 2004 - Invoice TOCS364231
Mileage: 9,645
Complaint: 10,000 mile service
Service: 10,000 mile service
4. March 16, 2005 -- Invoice 100695
Mileage: 12898
Complaint: When approaching a school crossing at a traffic light (red at the time), I applied the brakes and the car continued through the crossing and the traffic signal. There were no children in the crossing at the time, but the experience nonetheless was both alarming confidence shattering.
Service: A. 12906 Could not duplicate concern at this time. 0.0 Tested line pressure, checked linings, checked contact surfaces, performed system bleed for air, no air in system, no booster, or master cylinder bleed off found. Pressure remained constant, surfaces, and linings are good. Recommend cust drive vehicle more frequently.
B. Drivers side window makes squeeking noise -- No abnormal noises heard. 0.0 cust declined seal lube, seals are drying from lack of use.
Editorial comment by customer: Customer was not advised of dry seals or that they should be lubricated.
C. Customer is hereing (ed: hearing) a loud squeeking in steering -- 12906 Could not duplicate concern 0.0 No applicable service bullitens (ed. bulletins) found with out hearing concern no repairs can be attempted at this time.
D. Cust smell stagnant odor coming from A/C vents -- 12906 Profound scent from vents, possible debris decay .5 Performed Toyota A/C refresh service ordered A/C cabin filter for installation at a later date
5. March 18, 2005 - Invoice 100849
Mileage: 12,935
Complaint: Replace cabin filter
Service: 12935 -- Replaced cabin air filter

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April 2, 2005

Mileage: 13,096

Complaint: I experienced brake system failure in a shopping mall parking lot. Two cars were stopped at a three-way stop as I approached. I applied the brakes and continued through the three-way stop (out of turn) where the other cars were already stopped. Once again this was alarming and further decreased my confidence in the car.

Service: A: Brakes not stopping vehicle. Cause: Internal failure in master cyl assy 2418 W 2 00475-1BF03 Brake fluid 1 47201-06140 Cylinder sub-assy, B

B. Vibration from front brakes. Cause: Front rotors warped. 13096
Rotors warped turned the rotors on the car

C. Wear on tires - four wheel alignment - 13096 Cust req 1.7 completed

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the
Arbitration Between

("Customer(s)")

and

Toyota Motor Sales, U.S.A.,
Inc.
("Toyota")

DECISION

Case # 5005161

A Three-Person Board, consisting of Chris Lusk, Richard Bee and Calvin Smith was appointed pursuant to NCDS rules as Arbitrators to determine disputes, which had arisen between the Customer(s), Barbara J. Gorton and Toyota regarding a 2003 Camry.

By a letter dated April 29, 2005, the Board advised the parties that a hearing based solely on documents would be conducted on May 31, 2005.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on April 28, 2005, and may be summarized as follows:

The Customer states that the brakes are defective and the air conditioner has a stale smell. The Customer is requesting a repurchase.

SUMMARY OF PRESENTATION:

According to the Customer Claim Form received by NCDS on April 28, 2005, the Customer purchased a 2003 Toyota Camry on January 14, 2003. The vehicle currently has over 13,304 miles on the odometer.

In addition to the Customer Claim Form, the Customer submitted a written chronology, letters, a copy of the registration, copies of repair orders, a copy of the title and a copy of the installment contract.

According to the Customer's information, the vehicle has had several problems, but the main concerns are with the brakes and the air conditioning. The Customer states that the brakes do not always stop the vehicle when they are applied and the air conditioner has a stagnant smell coming from the vents. The Customer has taken the vehicle to the Dealer for all concerns, but the primary concern is still with the braking system failure. The Customer requests a full refund of the purchase price of the vehicle.

Toyota submitted a Manufacturer Response Form and a written response, which stated that the brake concern was repaired on the last service visit to the Dealer. The air conditioner smell is a maintenance issue and not covered under the warranty. The vehicle is currently repaired.

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 is hereby DENIED.

We have reached this conclusion because the Customer did not provide evidence that a Manufacturer's defect in material or workmanship existed.

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

Chris Lusk
Chris Lusk

5-31-05
Date

Richard Bee
Richard Bee

5/31/05
Date

Calvin Smith
Calvin Smith

05/31/05
Date

Sanford, FL
June 4, 2005

NCDS
2777 Stemmons Freeway
Dallas, Texas 75207

RE: Case # 5005161

Dear Jennifer Ray, Case Administrator:

Thank you for the opportunity to review the letter (stamped as received on May 24, 20005 by N.C.D.S.) from Mr. Ray Hernandez, the District Operations Manager for Southeast Toyota Distributors, LLC. While the facts presented in his letter are correct, not all of the facts were presented. This problem was presented as an intermittent problem, that is - most times, the brakes worked as they should and four times they totally failed!

I have no confidence that the real problem has been addressed because Mr. Hernandez comments in his letter:

- o that "no repairs were made to address a no braking concern" for December 8, 2003 service;
- o "No defects were found in any of the braking system" for the March 16, 2005 service;
- o "Though they were still not able to duplicate the customer's concern, this (replaced the master cylinder) was done in an attempt to eliminate the only item that could possibly be causing her brake concerns" for the April 2, 2005 service.

Since they have not actually identified what problems existed and why the brakes failed on an intermittent basis after 3 service attempts and a 10,000 mile service, how could anyone possibly feel safe driving this car?

Another issue that was not mentioned in Mr. Hernandez's letter, was the other extensive repair work done to the front brakes because of vibration and the rotors were warped. For a new car (13,096 miles), I was shocked to learn the rotors were warped. There is still a vibration and noise coming from the steering wheel apparatus. As stated on the March 16, 2005 invoice, since the mechanic did not hear the concern, "no repairs can be attempted at this time".

Since the service representatives and the District Operations Manager admit they have not actually identified what the problems are, how can Mr. Hernandez imply the problems are repaired and that the car is safe to drive? Since the brake failures have been an intermittent problem, how can I feel comfortable driving the car? I had already

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been told there wasn't any problem with the brakes on December 8, 2003 and March 16, 2005. In fact, they told me I should drive the car more frequently! Then, the brakes failed again approximately two weeks later! My confidence in the car has been shattered. I dread having to drive the car. Mr. Hernandez said, "The consumer also does not mention in her letter dated more than one month after the last repair that the concern still exists". To be perfectly clear about this situation, I drive this car only for mainly necessary errands because I do not have another car. I am not qualified, nor do I want to be qualified to be a test driver for Toyota in an unpredictable car at this point in my life.

I do not want this car. Based on its proven unpredictable performance, I want a refund of my money for the purchase of this car.

Sincerely,

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).