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INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)



APR 21 2010

Attorney General of New Mexico

GARY K. KING
Attorney General

ALBERT J. LAMA
Chief Deputy Attorney General

March 30, 2010

National Highway Traffic Safety Administration
1200 New Jersey Ave. SE
West Building
Washington, DC 20590

*Office of Defects Investigations
(NVS 216)*

RE: Consumer Complaint of [REDACTED]
2007 Toyota Matrix VIN 2T1KR32E07C [REDACTED]

Dear NHTSA:

Enclosed is a complaint that appears to fall within the jurisdiction and authority of your agency. We would appreciate your review of this complaint to determine whether there has been a violation of any of the laws that you administer or enforce.

Please advise us in writing of any action taken on this matter, as well as its final disposition. If you have any questions, please call me at (505) 827-6060.

Thank you for your attention to this matter.

Sincerely,

Casey Carr
Casey Carr
Consumer Advocate
Consumer Protection Division

Enclosures
cc: Ms. [REDACTED]
Beaver Toyota
Toyota Motor Sales USA, Inc.

*NJM
5/18/10
GR*

AG CODE

KEY CODE

FOR OFFICIAL USE ONLY

ATTORNEY GENERAL GARY K. KING
Procurador General del Estado Gary K. King
 Consumer Protection Division/*División de Protección al Consumidor*
 P.O. Drawer 1508, Santa Fe, NM 87504
 1-800-678-1508 / (505) 827-6060

If you are an individual with a disability requiring assistance with this form, please see last page for options.

Si usted es un individuo con alguna incapacidad que requiere ayuda para completar esta forma, favor de referirse a la última página para mas opciones.

Please indicate how you were referred to this office to file this complaint:

Por favor indique cómo y quien lo refirió a archivar esta queja en esta oficina:

I am filing this complaint to notify the Attorney General's Consumer Protection Division of a dispute with the company referenced below and to request its assistance in resolving this matter. I understand that the Division cannot serve as a private attorney for individuals and that any legal action taken by the Division would be on behalf of the public and not to represent only my interests.

Archivo esta queja para notificarle a la División de Protección al Consumidor de la Oficina de la Procuradora del Estado de la disputa con el negocio mencionado en la información que sigue y para pedir asistencia en resolver este asunto. Entiendo que la División no puede servir como abogado privado de individuos y que cualquier acción legal que tome sería de parte del público en general y no representando solo mis intereses.

PLEASE TELL US ABOUT YOURSELF

[Información del consumidor]

Name _____

[Nombre del Consumidor]

Address/Dirección _____

[Dirección del Consumidor]

City Santa Fe

[Ciudad, Estado y Zona Postal]

State NM

Zip _____

Phone _____

Work/Trabajo _____

Cell/Celular _____

Home/Casa _____

COMPLAINT IS AGAINST:

[Queja en contra de que negocio]

Business Name Beaver Toyota

[Nombre del Negocio]

Address/Dirección St. Michael's Dr.

[Dirección del Negocio]

City Santa Fe

[Ciudad, Estado y Zona Postal]

State NM

Zip _____

Contact Person _____

[Dueño o representante del negocio]

Telephones _____

[Teléfonos del negocio]

1. First contact between you and the business:
[Primer contacto entre usted y el negocio]

- Person came to my home
[Representante vino a mi casa]
- I went to company's place of business
[Fui al lugar del negocio]
- I received a telephone call from business
[Recibí una llamada por teléfono del negocio]
- I telephoned the business
[Llamé por teléfono al negocio]

- I received information in the mail
[Recibí información en el correo]
- I responded to radio/television ad
[Respondí a un anuncio de radio o TV]
- I responded to printed advertisement
[Respondí a un anuncio por escrito]
- Other/otro _____

2. Where did the transaction take place?
[¿Dónde se llevó a cabo la transacción?]

- At home/en casa
- At business/en el negocio
- By mail/por correo
- Over the phone/por teléfono

- Other/otro _____

3. Date(s) of Transaction(s) _____
[Fecha (s) de transacción]

4. Did you sign a contract?
[¿Firmó usted un contrato?]

- Yes - enclose a copy
[Si-incluya una copia]
- No

5. Amount of payment [Cantidad y forma de pago]: \$ _____ Cash/efectivo Credit Card/tarjeta de crédito Loan/préstamo Lay-a-way/apartado, Check/cheque

Date check was cashed (from bank statement): _____
[Fecha en que cambió su cheque: (del estado de cuenta del banco)]

Have you contacted the credit card company to request credit to your account? Yes/Si No
[¿Se ha comunicado con la compañía de la tarjeta de crédito para pedir que le acrediten su cuenta?]

6. Have you complained to the business? Yes/Si No If yes, when see attached
[¿Se ha quejado usted con el negocio? Si contestó que sí, cuando?]

What was the business' response? see attached
[¿Cual fue la respuesta del negocio?]

7. Have you filed a complaint with another agency? Yes If so, which agency? BBB
[¿Ha puesto una queja con otra agencia? Si así es, ¿con cual agencia?]

What action was taken? Complaint was sent Toyota responded.
[¿Se tomó alguna acción? see attached.]

PLEASE FILL OUT THIS SECTION IF YOUR COMPLAINT INVOLVES A MOTOR VEHICLE
FAVOR DE LLENAR ESTA SECCION SI SU QUEJA SE TRATE DE UN VEHICULO

Date of purchase/ Fecha de compra. 12/17/2006
Vehicle Identification Number/ Número de Identificación de Vehículo. 2T1KR32E070
License Number/ Número de Licencia: [REDACTED]
Make of Vehicle/ Fabricante Toyota Model/ Modelo. Matrix
State of Registration/ Registración de Cual Estado. NM
Model Year/ Año de Modelo. 2007
 New/ Nuevo Used Mileage/ Usado-Kilometraje _____

If your complaint involves vehicle repairs, how many times has it been repaired for the same problem?
Si su queja se trata de reparación de vehículos, ¿cuantas veces lo ha llevado por el mismo problema? 3

What is the problem?/ ¿Cuál es el problema?

Without warning, cause, reason, the car has no control over steering, accelerator or brakes.

How many days has it been in the shop?/ ¿ Cuantos días ha estado en el taller? _____

I have read the preceding information and it is true to the best to my knowledge and belief. I understand that a copy of this complaint will be sent to the person or company against whom I am filing this complaint. I understand that if I have knowingly filed false or misleading information, this complaint may be closed by the Attorney General's Office. I further understand that my complaint is a public record and is subject to inspection by members of the public.

[Yo he leído la información en esta forma y toda la información es cierta según mi conocimiento y creencia. Entiendo que esta copia de esta queja será enviada a la persona o negocio de la cual me quejo. Entiendo que si archivo información falsa, esta queja será retirada y cerrada por la oficina de la Procuradora General. Entiendo que mi queja es un documento público y que está sujeta a la inspección de cualquier miembro del público.]

Signature
[Firma]

[REDACTED]

Date
[Fecha]

2/9/10

If you are an individual with a disability who needs a reader, amplifier, sign language interpreter, or any other form of auxiliary aid or service to complete this form, please contact the Consumer Protection Division at 1-800-678-1508 or (505) 827-6060 and/or 1-800-597-4327 TTY. This complaint form can be provided in various accessible formats.

[Si usted es un individuo con alguna incapacidad que requiere alguna forma auxiliar o servicio para completar esta forma, incluyendo lector, amplificador, intérprete de lenguaje de señas, por favor comuníquese con la División de Protección al Consumidor al número gratis de 1-800-678-1508 o al (505) 827-6060 o al 1-800-597-4327 TTY. Esta forma puede ser reproducida y disponible en varios formatos mayores accesibles.]

What type of sign language interpreter? ¿Que tipo de intérprete de lenguaje de señas requiere?

ASL PSE English/Ingles Oral

What type of assistive listening device to you require? ¿Que tipo de aparato para ayudarle a oír requiere?

Pocket Talker/Aparato de Bolsillo FM System/Sistema de FM
 Personal Loop/Lazo personal CART

E. Mesh vs. Beave
Toyota

When I first bought the Toyota Matrix, I was excited to have a new car with a great reputation. The car, in general, is great, except I am afraid for my life and the lives of other auto drivers. Within the first 600 miles, the car lost control for 3 second period. The reason why it took so long for me to come forward was because this symptom lasts such a short time; enough to make me startled but not enough to make me alarmed. Over the times that this has happened, I have started to piece together many symptoms. The car loses control of steering, the accelerator increasingly goes down without my input, the brake does not override the accelerator, and the lights on the dash go off.

About a week after driving the car, I was driving at about 70 mph to Tucson from Santa Fe. For about 3 seconds, I first noticed the steering did not work. With my hands on the wheel, I could no longer feel the tension in the steering that dictates the movement of the cars' wheels. I turned to my friend in the car and said, "What the heck was that?!"

I felt it again while going to ABQ one day. I was driving 78mph and felt the same thing, this time, I could feel that not only was the steering not working but something was up with the pedal as it seemed to accelerate more, and the brake did not override it.

It then happened intermittently, with no reason for the past 3 years. In year 2, an acquaintance of mine told me she had to sell her Matrix because of the same problem.

I went to the dealer in September, 2009, and told them what was happening. They could not duplicate the problem, so they could not fix it, so I had to "live" with it. In October, 2009, I went in again. Again, they could not duplicate it but they would have the regional tech guy from Denver come down to look at it. A couple of weeks later, I drove with him and the Toyota manager and could not duplicate the problem. Both times, they did extensive mechanical checks but did not check the computer. When they could not find anything, again, it was my problem. They told me to call Toyota of America.

I went around and around with them in several phone calls as they put me off by saying that I should have been an engineer when I bought the car and it was my problem that this was happening. They then told me to go back to the dealer who had insurance to pay for things like this. They also suggested using "their" arbitration. This does not make sense to me, as arbitration for Toyota would obviously be biased.

I went to the dealer again in December, 2009, to have another mechanic look at it to no avail.

When I wanted to trade in the car in December, 2009, I could not check the box on the car information sheet that I would recommend this car to a friend, so my trade in value was down \$3,500 to \$8,000. I could not afford a new car with this trade -in value.

Also, in December, I was under a great deal of stress because of this. I wanted to visit family for the holidays and my car could kill me. The stress of this was so overwhelming I landed in the emergency room for a kidney stone. While the stone took awhile to grow, sometimes they can be there for years without dislodging. I think the stress of the car, the lack of response from Toyota and the imminent danger of going far away with my Matrix to see family landed me in the worst pain of my life.

I would like for Beaver Toyota to pay for a down payment of \$11,500., (what the car was worth in fair condition in December 2009) plus the cash amount of \$500. that I initially put down on the car, plus pain and suffering and lawyers fees.

PAGE OF THIS AGREEMENT YOU (THE CONSUMER) WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS (\$25.00) FOR EACH OF THE FIRST TWO REPAIRS. THE WARRANTY IS VIOLATED THIS VEHICLE IS OTHERWISE SOLD AS IS (AFTER 15 DAYS OR 500 MILES) WITHOUT ANY FURTHER WARRANTY EXPRESSED OR IMPLIED UNLESS A FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER. IF ANY FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT THEN THE TERMS OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE EXTENT OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: A TENTATIVE CONSUMER SIGNATURE. THE DEALER HAS DECLARED THAT THE VEHICLE HAS THE FOLLOWING PROBLEMS AND YOU AGREE TO BUY THE VEHICLE ON THESE TERMS:

Consumer Signature

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, UNREPAIRED OR FUTURE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS. (This paragraph only applies after expiration of New Mexico's automatic 15-day out-of-warranty in the case of used vehicles.)

USED VEHICLES AND DEMONSTRATORS: THE INFORMATION YOU SEE ON THE WINDOW FOR THIS VEHICLE IS SUBJECT TO THE CONTRACT INFORMATION ON THE WINDOW FOR THIS VEHICLE. ANY CONTRADICTORY PROVISIONS IN THE CONTRACT OF SALE.

Dealer states under oath that to the best of Dealer's knowledge there has been no alteration or change made due to wreck damage on the vehicle being purchased except as noted on the window label of this order.

Buyer states under oath that to the best of Dealer's knowledge there has been no alteration or change made due to wreck damage on the vehicle except as noted on the window label of this order.

This is to certify that this is a true and correct copy of the original.

BRING TO AN SUBSCRIBED BEFORE ME ON DEC 11 1972 2016

NOTARY PUBLIC

My Commission Expires

STATE	ZIP
COUNTY OF SANTA FE 613 SE. MICHAEL DR. SANTA FE, NM 87504 TEL: 978-234-1111 FAX: 978-234-1111 BUYER'S DATE: 12/11/72 ORDER NO: 15446-04	

POWER OF ATTORNEY: Buyer hereby appoints Dealer as his/her authorized representative to execute all necessary documents necessary to complete this transaction in accordance with the terms of this Order including bills of sale, certificates of title and registration.


Buyer 
 Date X

Buyer agrees to buy and Dealer agrees to sell this vehicle as described on both attached documents. This order is an entire statement of the agreement between Buyer and Dealer and cancels and supersedes any one or other agreement concerning this purchase. No modification of this order be recognized unless made in writing and signed by Dealer.

This is not a cash agreement. Financing is arranged by Dealer. Dealer is not responsible for any delay in processing loans. This has been made and accepted. If the vehicle is delivered pending financing and financing is not approved by lender, Buyer will immediately return the vehicle to Dealer. The purchase price is due upon delivery. Buyer grants Dealer a security interest in the vehicle under the Uniform Commercial Code to secure payment of all amounts due. Dealer has all remedies of a secured party under the Uniform Commercial Code.

This order will not become binding on Dealer until accepted and signed by Dealer's authorized representative. This is an irrevocable offer by Buyer.



Dealer's Signature 
 Date 12/11/72
 Date 12/11/72

This order shall not become binding until accepted by Dealer

ADDITIONAL TERMS

1. **Used Vehicles:** Used vehicle history is generally not known to or verifiable by Dealer, including damage and repair history. Sales representatives are not authorized to make representations about used vehicle history, including representations regarding lack of prior collision damage or repair. Any representation claimed to have been relied upon by Buyer regarding the history of a used vehicle must be made in writing and signed by a Sales Manager or it will not be recognized. Exact mileage on used vehicles is accurate to the best of Dealer's knowledge, but is not verifiable by Dealer and cannot be guaranteed.

2. **Buyer is responsible for any damage to or theft of the purchased vehicle after delivery, regardless of fault.** Buyer is solely responsible for insuring the vehicle against damage or theft. Buyer warrants that Buyer has obtained all liability insurance coverage legally required for operation of this vehicle. Buyer will indemnify Dealer against any loss, liability or damage arising from Buyer's possession and use of the vehicle.

3. **Buyer sells any trade-in vehicle to dealer and warrants that Buyer has the legal right to transfer and will transfer clear title to Dealer free and clear of adverse claims, liens or encumbrances.** Buyer will deliver a signed original bill of sale, certificate of title and odometer statement to Dealer for any trade-in. Buyer is responsible for any trade-in loan pay off quotation error.

4. **Dealer's trade-in allowance may include a price discount.** For all purposes other than computation of the balance due from Buyer on deliver, Dealer's actual appraisal of the wholesale value of the trade-in (which is available on request) is agreed to be its actual value.

5. Any trade-in will be delivered in the **same condition in which appraised.** If the trade-in is delivered to Dealer more than 30 days after initial appraisal, or if the trade-in is altered or damaged after initial appraisal, the trade-in may be re-appraised, at Dealer's option, and the re-appraised value will determine the trade-in allowance.

6. Dealer is not responsible for **changes by the manufacturer** in the price, available rebate, design or accessories of **specialty ordered vehicles.** If Dealer's price increases on a specialty ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, then Buyer's price will be increased by a like amount. If Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in, or the actual cash value of the trade-in, if sold, minus any loan, will be refunded.

7. If Buyer is applying for financing through Dealer, Buyer authorizes Dealer to submit Buyer's **credit application** to third party finance sources through whom Dealer customarily arranges financing. (Indication of such sources is available on request). If Buyer is applying for financing, Buyer authorizes Dealer and any applicable lender to obtain one or more **credit reports (s)** concerning Buyer, now and at any time any indebtedness of Buyer is outstanding.

8. Buyer represents that Buyer is of **legal age, Joint Buyers** are jointly and severally bound by this agreement, and any one Buyer may act for another.

9. Buyer will execute any other documents reasonably required by this sale. Buyer appoints Dealer as Buyer's **ATTORNEY-IN-FACT** to complete and sign any such documents in Buyer's name, including bills of sale and certificates of title and registration.

10. This transaction is being entered into and consummated in the City of Santa Fe, New Mexico. This transaction and all rights and duties of the parties will be governed solely by the laws of New Mexico, and not by the law of any other State, Territory, Tribe or other authority.

If Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in, or the actual cash value of the trade-in, if sold, minus any loan, will be refunded.

7. If Buyer is applying for financing through Dealer, Buyer authorizes Dealer to submit Buyer's **credit application** to third party finance sources through whom Dealer customarily arranges financing. (Indication of such sources is available on request). If Buyer is applying for financing, Buyer authorizes Dealer and any applicable lender to obtain one or more **credit reports (s)** concerning Buyer, now and at any time any indebtedness of Buyer is outstanding.

8. Buyer represents that Buyer is of **legal age, Joint Buyers** are jointly and severally bound by this agreement, and any one Buyer may act for another.

9. Buyer will execute any other documents reasonably required by this sale. Buyer appoints Dealer as Buyer's **ATTORNEY-IN-FACT** to complete and sign any such documents in Buyer's name, including bills of sale and certificates of title and registration.

10. This agreement is being entered into and consummated in the City of Santa Fe, New Mexico. This transaction and all rights and duties of the parties will be governed solely by the laws of New Mexico, and not by the law of any other State, Territory, Tribe or other authority.

11. Any legal claim arising from this transaction must be brought within **one year** after the date a cause of action accrues, or it will be forever barred.

12. Dealer is not responsible for **delay** in delivering the vehicle.

13. Buyer agrees to pay any **taxes** imposed on this transaction.

14. Buyer is liable for **attorney's fees** incurred by Dealer in enforcing this agreement.

15. **"Spot Delivery"** If the vehicle is delivered before proceeds of financing are received by dealer, (1) buyer will promptly satisfy any credit approval conditions. (2) Dealer and any lender are not responsible for Buyer's failure to satisfy credit approval conditions. (3) Either party may cancel this transaction if credit is not approved on the terms disclosed in writing to Buyer at the time of delivery. (4) Buyer will immediately return the vehicle to Dealer upon demand if proceeds of financing are not received by Dealer, regardless of the reason financing is not received. (5) Buyer will pay a use charge of \$25.00 per day and \$.25 per mile, plus any vehicle recovery.

Buyer's Signature: _____
Date: _____
Dealer's Signature: _____
Date: _____

This document is provided for informational purposes only and does not constitute an offer.

STOCK NO.

640685

MOTOR VEHICLE SALES
PURCHASE MONEY SECURITY AGREEMENT

Buyer(s):

Address:

SANTA FE NM

Seller/Creditor:

Address:

BEAVER TOYOTA OF SANTA FE
1500 SAINT MICHAELS DRIVE
SANTA FE NM 87505

This is an agreement for the installment purchase by you of the motor vehicle, ("Vehicle") described below. As used in this Contract, the words "you" and "your" means the buyer or buyers who sign below. The words "we," "us" and "our" refer to the seller whose name and address appear above or to Assignee if it accepts assignment of this Contract. If Assignee notifies you that it has accepted assignment of this Contract, you agree to make all of your payments to Assignee. By signing below, you also agree to all of the terms on both sides of this Contract.

This motor vehicle which you are purchasing is a:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE I.D. #
NEW	2007	TOYOTA	4	4DR WGN STD III	MATRIX	2F1KR32E0

EQUIPMENT:

<input type="checkbox"/> AM/FM Stereo	<input type="checkbox"/> 4 Sp. Trans.	<input type="checkbox"/> T-Top/Sun	<input type="checkbox"/> Pwr. Strg.	<input type="checkbox"/> Air Cond.	<input type="checkbox"/> Pwr. Wind.	<input type="checkbox"/> Pwr. Doors
<input type="checkbox"/> Tape	<input type="checkbox"/> 5 Sp. Trans.	<input type="checkbox"/> Vinyl Roof	<input type="checkbox"/> Auto. Trans.	<input type="checkbox"/> Cruise	<input type="checkbox"/> Pwr. Seats	<input type="checkbox"/> Cust. Whls

Misc. Equipment:

Your payment schedule will be: (Payments are monthly unless otherwise indicated)

Number of Payments	Amount of Payments	When Payments Are Due
72	263.74	MONTHLY BEGINNING: 01/31/2007

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life Insurance	N/A	I want credit life insurance only INSURED SIGNATURE
Disability Insurance	N/A	I want disability insurance only INSURED SIGNATURE
Credit Life and Disability	N/A	I want credit life and disability insurance INSURED SIGNATURE
Joint Credit Life Insurance	N/A	We want joint credit life insurance INSURED SIGNATURE
Joint Credit Life and Single Disability Insurance	N/A	We want joint credit life and single disability insurance INSURED SIGNATURE

Security: You are giving a security interest in the Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, you will be charged \$15 or 5% of the payment, whichever is less.

Prepayment: If you pay off early, you will not have to pay a penalty.

See the other portions of this Contract for additional information about non-payment, default, and any required repayment in full before the scheduled date.

ANNUAL PERCENTAGE RATE
The cost of your credit as a yearly rate.
6.95%FINANCE CHARGE
The dollar amount the credit will cost you.
\$ 3542.39Amount Financed
The amount of credit provided to you or on your behalf.
\$ 15446.89Total of Payments
The amount you will have paid after you have made all payments as scheduled.
\$ 18989.28Total Sale Price
The total cost of your purchase on credit including your down payment.
\$ 21790.32

ITEMIZATION OF AMOUNT FINANCED

- Cash Price (incl. accessories) \$ 17656.00 + Sales Tax \$ N/A = Total Cash Price \$ 17656.00 (1)
- Other Charges Imposed by Seller include:
 - Vehicle Service Contract (Term) \$ N/A (2a)
 - Dealer's Transfer Service Charge \$ 199.50 (2b)
 - Other (describe) \$ N/A (2c)
 Total: Other Charges \$ 199.50 (2)
- Trade Allowance
Trade-in 2003 FORD FOCUS \$ 6175.00 - \$ 3873.96 = \$ 2301.04 (3)
YR., MAKE AND MODEL GROSS ALLOWANCE PAYOFF NET EQUITY
- Cash Down Payment \$ 500.00 (4)
- Total Down Payment \$ 2801.04 (5)
- Unpaid balance of cash price / AMOUNT CREDITED TO YOUR ACCOUNT (Sum of items 1 & 2, minus item 5) \$ 15446.89 (6)
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDE:
 - Payments to Public Officials for Official Fees:
 - Registration Fees \$ 42.50 + (2) Admin. Fees \$ 2.50 + (3) Excise Tax \$ 344.43
 - Transaction Fees \$ 3.00 + (5) Postage Fees \$ N/A + (6) Trailer Insp. Fees \$ N/A
 - Gross Receipts Tax \$ N/A + (8) Other (describe) \$ N/A
 Total \$ 392.43 (7a)
 - Payments to Insurance Companies for Insurance Premiums:
 - Credit Insurance Premiums \$ N/A
 - Disability Insurance Premiums \$ N/A

1 If net equity plus cash down is negative, Item 7d shows excess.

PLATE NO.	YR., MAKE AND MODEL	GROSS ALLOWANCE	PAYOFF	NET EQUITY
4.	Cash Down Payment		\$ 500.00	(4)
5.	Total Down Payment		\$ 2901.00	(5)
6.	Unpaid Balance of cash price / AMOUNT CREDITED TO YOUR ACCOUNT (Sum of items 1 & 2, minus item 5)		\$ 15445.99	(6)
7.	AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDE:			
	a - Payments to Public Officials for Official Fees:			
	(1) Registration Fees \$ 42.50	(2) Admin. Fees \$ 2.50	(3) Excise Tax \$ 344.43	
	+ (4) Transaction Fees \$ 3.00	(5) Postage Fees \$ N/A	(6) Trailer Insp. Fees \$ N/A	
	+ (7) Gross Receipts Tax \$ N/A	(8) Other (describe) _____	\$ N/A	
	Total		\$ 392.43	(7a)
	*b - Payments to Insurance Companies for Insurance Premiums:			
	(1) Credit Insurance Premiums \$ N/A	(2) Property Insurance Premiums \$ N/A		
	Total		\$ N/A	
	*c - Payments to _____ for _____ \$ N/A			
	d - Balance Due on Trade (Negative Equity) \$ N/A			
	Total Amount Paid to Others		\$ 392.43	(7)
8.	Amount Financed — Amount of credit you will get (Item 6 plus Item 7)		\$ 15445.99	(8)

If net equity plus cash down is negative, Item 7d shows excess.

* Dealer may retain a portion of these

Promise to Pay: By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge of \$15 or 5% of the payment, whichever is less.

SECURITY INTEREST: YOU GRANT US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT TO SECURE ALL OF YOUR PAYMENT AND PERFORMANCE OBLIGATIONS TO US UNDER THIS CONTRACT. OUR SECURITY INTEREST ALSO COVERS (1) ACCESSORIES OR EQUIPMENT NOW OR HEREAFTER ATTACHED TO THE MOTOR VEHICLE; (2) RETURNED AND UNEARNED INSURANCE PREMIUMS AND CHARGES FOR SERVICE CONTRACTS WHICH ARE FINANCED UNDER THIS CONTRACT; (3) PROCEEDS OF ANY LIFE, HEALTH OR ACCIDENT INSURANCE AGREEMENT FINANCED UNDER THIS CONTRACT; (4) PROCEEDS OF ANY INSURANCE POLICIES OR SERVICE CONTRACTS ON THE MOTOR VEHICLE; AND (5) PROCEEDS OF THE MOTOR VEHICLE.

Property Insurance: You promise to keep the Vehicle described above insured for its full value against loss or damage and with a loss payable endorsement in our favor. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US; HOWEVER, THE DEDUCTIBLE UNDER YOUR POLICY CANNOT EXCEED \$500.

THIS CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE BACK. PLEASE READ THE BACK CAREFULLY. IT CONTAINS A LIMITATION ON WARRANTIES AND OTHER IMPORTANT PROVISIONS.

You intend to use the Vehicle primarily for Personal, family, or household purposes Commercial, industrial or agricultural production purposes

USED VEHICLES ONLY: New Mexico law requires that this vehicle will be fit for the ordinary purposes for which the vehicle is used for fifteen (15) days or five hundred (500) miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the Consumer) will have to pay up to Twenty-Five Dollars (\$25.00) for each of the first two repairs if the warranty is violated.

ATTENTION CONSUMER: SIGN HERE ONLY IF THE DEALER HAS TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS: 1. _____ 2. _____ 3. _____

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge

NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign. 3. If an Assignee is designated below, this sale may be subject to approval of your credit by Seller and acceptance of this Contract by Assignee.

NOTICE TO THE BUYER: LIABILITY INSURANCE FOR BODILY INJURY CAUSED TO YOURSELF OR TO OTHERS OR PROPERTY DAMAGE CAUSED TO OTHERS IS NOT PROVIDED WITH THIS CONTRACT. IF YOU DESIRE LIABILITY INSURANCE COVERAGE, YOU SHOULD OBTAIN SUCH COVERAGE FROM AN AGENT OF YOUR CHOICE.

Buyer acknowledges receipt of a fully completed copy of this Contract.

Dated this 17th day of DECEMBER, 20 06

SELLER: _____
By _____
Title _____

*BUYER/DEBTOR: _____
*BUYER/DEBTOR: _____

*OTHER OWNERS: If you will be shown on the Certificate of Title as an owner of the Vehicle but do not want to be separately liable to pay this debt please sign below to give us a security interest in the motor vehicle, its proceeds, any physical damage insurance policy and any refunds of insurance premiums.

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

ASSIGNMENT

Seller hereby assigns its rights hereunder to the below designated Assignee subject to acceptance by Assignee under the terms and conditions of a Dealer Agreement (Recourse Non-Recourse) previously entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and warranties of the Seller Assignment and Warranty on reverse side hereto.

BEAVER TOYOTA OF SANTA FE 12/17/2006

For Dealer Proceeds Only
Line 4 Plus Line 5a
\$ _____

SELLER _____ DATED _____ BY _____ AUTHORIZED SIGNER _____ TITLE _____

Assignee (Holder): _____ Branch _____

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

BUYERS COPY

Rev. 01/06

ADDITIONAL TERMS, AGREEMENTS AND CONDITIONS

1. DISCLAIMER OF WARRANTIES AND REMEDIES:

UNLESS OTHERWISE SPECIFIED IN WRITING, THIS VEHICLE IS SOLD AS IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED (AFTER THE 15 DAY/500 MILE NEW MEXICO IMPLIED WARRANTY IN THE CASE OF USED VEHICLES), IF ANY WARRANTY IS DEEMED TO BE GIVEN CONCERNING THE VEHICLE, OR IF THE VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE TERMS OF SUCH WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WARRANTY OR SERVICE CONTRACT, AND DEBTOR'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. SELLER AND ASSIGNEE ARE NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH WARRANTY OR SERVICE CONTRACT.

USED CARS: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION IN THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

2. NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. If the vehicle is used primarily for commercial, industrial or agricultural production purposes or if the Buyer is a partnership, corporation or association, this notice does not apply, and you will not assert any claim or defense against the Assignee except of a type which may be asserted against a holder in due course of a negotiable instrument.

3. You acknowledge express intent to hereby waive and abandon all personal property exemptions granted by law upon the vehicle which is the subject of this Contract. NOTICE: By signing this Contract, you waive all rights provided by law to claim the vehicle exempt from process.

4. YOUR REPRESENTATIONS, WARRANTIES AND AGREEMENTS:

You represent, warrant and agree: Any true and correct carbon, photographic or other reproductive copy of this Purchase Money Security Agreement may be filed or recorded as a Financing Statement. The vehicle will be principally stored at your address shown in this Contract. You will let us examine the vehicle at any time. You will maintain the vehicle in good condition and repair. You will not permit the vehicle to be permanently removed from New Mexico without our prior written consent. You will not lose possession of the vehicle. You will not permit any lien, incumbrance or adverse claim of any kind to attach to the vehicle, whether for storage, repairs, or otherwise, justified or unjustified. You will not try to sell, transfer or assign your right, title or interest in the vehicle or this Contract in contravention of the security interests granted in this Contract. You will pay all taxes and assessments of every kind levied or assessed against the vehicle, this Contract and the indebtedness it represents. Time is of the essence of this Contract. Our acceptance of partial payments shall not in any way modify this Contract. Such acceptance shall not be construed as a waiver of any subsequent defaults by you nor shall it waive the "time is of the essence" provision. Any sums we receive in addition to or in excess of a regular scheduled payment may be applied first to accrued late charges and collection charges (if any), then to interest due and the principal balance outstanding. You may not assign this Contract without our prior written consent. You will not use or permit the vehicle to be used for any unlawful purposes or for hire. You will not let any person operate or use the vehicle who is not allowed to do so under the insurance policies required by this Contract. Any written notice we must give you shall be deemed reasonable notification if mailed by ordinary mail, postage prepaid, to your mailing address in this Contract or to your most recent address as shown by a "Notice of Change of Address" on file with us.

5. INSURANCE:

You agree to keep the vehicle insured at your expense against fire, theft, transportation, collision and such other risks we designate. Such insurance shall be for an amount not less than the balance due under this Contract and shall be in force so long as any part of the balance remains unpaid. Such insurance is to be placed with insurance companies acceptable to us. Insured losses are to be paid to you and us as your and our interests may appear. If you do not obtain or maintain the required insurance, you hereby request and authorize us at our option and without obligation to do so, to pay the premiums either for such insurance or similar insurance protecting us only, adding the amount to your principal balance then owing or by an advance which constitutes additional amounts due on this Contract. Insurance we buy may cost substantially more than insurance that you buy. We shall hold the policies until this Contract is fully performed. If we retake possession of the vehicle, the policies shall become our sole property and you shall have no further interest in them. You hereby assign to us the proceeds of all insurance to the extent of the unpaid balance under this Contract and direct any insurer to make payments directly to us in the event of any default under this Contract. We may cancel any insurance and credit any premium refund against your unpaid balance. You authorize us, at our option and without obligation to do so, to discharge taxes, liens, and other encumbrances at any time levied or placed on the

7. ACCELERATION:

If any scheduled payment is not paid when due, we may declare all unsums due to be immediately due and payable in full, and your privilege to pay sums due in installments will be terminated.

8. PREPAYMENT:

You may prepay the unpaid principal balance in full or in part at any time without penalty, provided all interest charges and other charges accrued to date of prepayment are paid. Finance charges accrue on a daily basis until payment in full is made and, therefore no interest refund will be due upon any payment.

9. EVENTS OF DEFAULT:

(a) Any one of the following shall be an event of default:

(1) Your failure to pay when due any indebtedness secured by Contract.

(2) Any warranty, representation or statement made in this Contract furnished to us by or on your behalf in connection with this Contract prior to have been false in any material respect when made or furnished.

(3) Any bankruptcy, arrangement, reorganization, insolvency, receivership or similar proceedings is commenced by or against you or guarantor or surety for you.

(4) The vehicle is sold or disposed of or a competing security interest in it is created.

(5) There is any adverse change in your financial condition that we deem material or if, in our judgment, the vehicle becomes unsatisfactory character or value; or if we deem ourselves insecure.

(6) You default in performing any of your obligations, promises, covenants or agreements in this Contract or in any agreement, paper or instrument given by you to us.

(7) You use the vehicle in violation of any law or government regulation.

(8) You fail to keep and maintain exclusive possession of and title to the vehicle.

(9) You fail to pay promptly when due all taxes, liens, fees, charges and assessments on the vehicle, or fail to keep the vehicle in good condition and repair or fail to keep the vehicle properly insured, at all times with an insurance company or companies acceptable to us and with Loss Payable to and us as your and our interests may appear, against fire (with extended coverage), theft, physical damage and such other risks and in such amount to all risks, as we shall require.

(b) Any one of the following shall be an event of default if, in our opinion such occurrence itself, or such occurrence together with surrounding circumstances materially increase our risks regarding repayment of the indebtedness due us:

(1) Your death or incompetence.

(2) A levy upon or seizure of the vehicle under any levy, attachment, garnishment, writ or other legal process; or if any lien is attached to the vehicle.

(3) The vehicle is lost, stolen or suffers substantial damage or destruction.

10. RIGHTS AND REMEDIES:

Upon any event of default and at any time thereafter, we may, at our option and without notice to you, declare all of your indebtedness to us to be immediately due and payable, and we shall have the rights, options, duties and remedies of a Secured Party, and you shall have the rights and duties of a debtor under the Uniform Commercial Code as adopted in the State of New Mexico. Without limiting our other rights, we shall have the following specific rights:

(a) To take immediate possession of the vehicle without notice or resort to legal process and for that purpose to enter any premises where the vehicle or any part of it may be situated and remove the same from such premises at our option, to render it unusable.

(b) To make or have made at your expense any repairs we deem necessary or desirable.

(c) To apply the proceeds realized from the disposition of the vehicle according to law and to payment of reasonable attorneys' fees and legal expenses we incur, whether or not suit is filed.

(d) If the proceeds from the disposition of the vehicle do not satisfy all your obligations to us under this Contract, you shall pay any deficiency balance to us upon our demand. We may retake possession of any other goods that are in or on the vehicle when we repossess it, wherever such other goods may be and hold them for you at your risk without liability to us. You are liable for charges we incur for storing such goods. Any repossession of the vehicle shall not affect our right, which you hereby confirm, to keep all payments you make under this Contract before repossession. In the event of repossession of the vehicle, we shall have all rights and remedies provided and permitted by law. You authorize us to obtain one or more credit reports concerning you at any time any indebtedness is outstanding.

11. GENERAL:

If we refer this Contract to an attorney, not our salaried employee, to enforce our remedies under it, you will pay all legal fees not to exceed 15% of the amount due and payable under this Contract, plus all expenses incurred, whether or not suit is filed, together with interest at the APR on those amounts until payment. This transaction is being entered into and consummated in New Mexico. This transaction and all rights and duties of the parties will be governed solely by federal law and the law of New Mexico, and not by the law of any other State, Territory, Tribe or other authority. All terms used in this Contract which

to maintain the required insurance, you hereby request and authorize us at our option and without obligation to do so, to pay the premiums either for such insurance or similar insurance protecting us only, adding the amount to your principal balance then owing or by an advance which constitutes additional indebtedness and is secured under this Contract and payable in additional installments due on this Contract. Insurance we buy may cost substantially more than insurance that you buy. We shall hold the policies until this Contract is fully performed. If we retake possession of the vehicle, the policies shall become our sole property and you shall have no further interest in them. You hereby assign to us the proceeds of all insurance to the extent of the unpaid balance under this Contract and direct any insurer to make payments directly to us in the event of any default under this Contract. We may cancel any insurance and credit any premium refund against your unpaid balance. You authorize us, at our option and without obligation to do so, to discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the vehicle. If any insurance is placed and paid for by us, you agree to reimburse us on demand or according to a designated payment schedule communicated to you by us or the insurance carrier for any payment made for insurance or any expense we incur under this authorization, plus interest on all sums we spend until paid, at an interest rate not to exceed the APR shown on the front of this Contract (the "APR").

6. LATE CHARGE:

If any payment due under this Contract has not been paid in full within 10 days of its due date, you will pay a late charge of \$15.00 or 5% of the delinquent payment, whichever is less (which is not in lieu of finance charges accrued or accruing). If your delinquency requires additional collection efforts and collection charges, you will pay all costs incurred, including returned check charges and attorneys' fees.

charges we incur in storing such goods. Any repossession of the vehicle shall not affect our right, which you hereby confirm, to keep all payments you make under this Contract before repossession. In the event of repossession of the vehicle, we shall have all rights and remedies provided and permitted by law. You authorize us to obtain one or more credit reports concerning you at a time any indebtedness is outstanding.

11. GENERAL:

If we refer this Contract to an attorney, not our salaried employee to enforce our remedies under it, you will pay all legal fees not to exceed 15% of the balance due and payable under this Contract, plus all expenses incurred, whether or not suit is filed, together with interest at the APR on those amounts until paid. This transaction is being entered into and consummated in New Mexico. This transaction and all rights and duties of the parties will be governed solely by federal law and the law of New Mexico, and not by the law of any other State, Territory, Tribe or other authority. All terms used in this Contract which are defined in the Uniform Commercial Code of New Mexico shall have the same meaning in this Contract as in the Code, unless defined differently in this Contract. Any provisions found to be invalid shall not invalidate the rest of this Contract. Waiver of any default shall not constitute waiver of any subsequent default. If this Contract is signed by more than one Buyer, singular words referring to the Buyer shall include the plural, and the obligations of all such Buyers shall be joint and several. "Seller" means the actual seller and, after assignment, "Assignee" means the holder of this Contract. All words used herein shall be construed to be of such gender and number as the circumstances require. The term "Buyer" includes all other persons primarily or secondarily liable under this Contract. This Contract shall be binding upon your heirs, personal representatives, successors and assigns. **This Contract constitutes the entire finance agreement between the parties and may not be altered or amended except by a writing signed by the Buyer and Seller or Assignee.**

GUARANTY

Guarantor(s), jointly and severally, guarantee payment of and promise(s) to pay all amounts owing under this Contract and the payment upon demand of the entire amount owing on this Contract in the event of default in payment by Buyer named therein. Guarantor waives notice of performance, demands for performance, notice of non-performance, protests, notice of protests, notice of dishonor, notice of acceptance of this guarantee, of any extensions in time of payment, of sale of any of the collateral and of all other notices to which Guarantor would be otherwise entitled by law and agrees to pay all amounts owing thereunder on demand, without requiring any action or proceeding against Buyer, and specifically waives any right to require action against Buyer. Guarantor agrees to deliver to Seller or, after assignment, to Assignee timely financial statements and any other information relating to Guarantor's financial condition as may be reasonably requested.

Dated at _____

Guarantor: _____

Dated _____

Guarantor _____

SELLER'S ASSIGNMENT AND WARRANTY

For value received, Seller hereby sells, assigns and transfers to Assignee, all right, title and interest in and to the within Contract, the vehicle and goods therein described and all monies due and to become due thereunder. Seller warrants that the Buyer's signature herein is genuine, that the title to the vehicle rests in Seller; that the cash down payment shown has actually been received by Seller and no part thereof was loaned to Buyer by or through Seller; that the vehicle is free from any liens and/or encumbrances except the lien and/or encumbrance created by this Contract; that the vehicle has been delivered into the possession of Buyer; that Buyer was of legal age and competent to execute this Contract on the date hereof; and that the vehicle was not salvage; and that, if this transaction is subject to regulation by any state or federal law or trade rule/regulation, including, but not limited to, the Federal Consumer Credit Protection Act, Truth in Lending Simplification and Reform Act, Magnuson Moss Warranty-Federal Trade Commission Improvement Act, Equal Credit Opportunity Act or State Home Solicitation and Referral Sales Act, the transaction was consummated in compliance with such law(s) and any regulations promulgated pursuant thereto and that, before offering to sell this Contract to Assignee, any requisite period, wherein Buyer had the right to rescind such transaction had expired and Buyer had not rescinded the transaction; that this Contract and debt evidenced thereby is not, and will not be, subject to any claims, disputes, complaints, offsets, counterclaims or defenses of any kind during the time the Contract remains unpaid; and that this Contract, a financing statement covering the vehicle, or an application for notation of security interest has been duly filed of record with the proper government office or agency to the extent and in the manner necessary to perfect an uninterrupted paramount purchase money security interest in Seller or its Assignee.

Seller unconditionally guarantees to Assignee the full and immediate payment and performance of this Contract if any one or more of the foregoing warranties or representations is breached or false, and hereby agrees to repurchase this Contract upon the occurrence of any such breach of warranty or false representation immediately upon demand by Assignee, for a cash amount equal to the net unpaid balance of this Contract by direct cash payment from Seller. Assignee and not by recourse to or adjustment in any dealer reserve or other such accounts. Seller further hereby agrees to indemnify and hold Assignee harmless from loss, claims, damages, costs, expenses and reasonable attorneys' fees incurred or sustained by Assignee resulting from or arising out of such obligations under this Contract determined to be due to any claim defense Buyer may now or in the future have against Seller, relating to the transaction herein described. If the Assignee's and/or Seller's rights and duties hereunder be placed in the hands of an attorney for interpretation or enforcement the prevailing party shall be entitled to receive and collect from the losing party all court costs and expenses incurred plus reasonable attorneys' fees. Seller waives all demands and notices of default and consents that, without notice to Seller, Assignee may extend time of payments or compound or release, by operation of law or otherwise, any rights against Buyer or any other obligor. Assignee shall not be bound to take any steps necessary to preserve any right in this Contract or any accompanying agreements or documents against parties, which Seller hereby agrees to do. **IT IS EXPRESSLY UNDERSTOOD AND AGREED that any method of assignment herein provided shall not be deemed to relieve Seller of and from any liability for the breach of any warranties, representations, or agreements contained herein or in this Contract.**



1500 St. Michaels Dr.
 Santa Fe, NM 87505
 (505) 982-1901



TOYOTA | everyday

CUSTOMER NO. 96964	ADVISOR CARL J MARTINEZ 32218	TAG NO. 176	INVOICE DATE 09/14/09	INVOICE NO. TOWS423481
	LABOR RATE 92.00	LICENSE NO.	MILEAGE 24,852	COLOR COSMIC BLUE
	YEAR / MAKE / MODEL 07 / TOYOTA / MATRIX /		DELIVERY DATE 12/17/06	STOCK NO. 640685
SANTA FE, NM	VEHICLE I.D. NO. 2 T 1 K R 3 2 E 0 7 C		SELLING DEALER NO.	DELIVERY MILES 43
	R.T.E. NO.	P.O. NO.	R.O. DATE 09/14/09	PRODUCTION DATE 10/01/06
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS E# 1ZZ8567600	MO: 2485	

LABOR & PARTS

TRIM	TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
19T0Z	52931	09/14/09	10.00	11.00	1.00	0.00	FINISHED
	52931	09/14/09	0.00	0.00	0.00	0.00	FINISHED
			TOTAL TECH TIME		1.00	0.00	

CUSTOMER STATES THE BACK WINDOW IS DISTORTED/DEFORMED, WHEN LOOKING AT IT FROM THE SIDE, ADVISE NO PROBLEM FOUND

CLAIM # 423481

JOB # 1 TOTAL LABOR & PARTS 0.00

Thank You FOR BRINGING YOUR CAR TO U FOR SERVICE.

BEAVER TOYOTA, INC.
 1500 St. Michaels Drive
 Santa Fe, NM 87505
 (505) 982-1901

SUSPENSION/STEERING	TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
12T0Z	52931	09/14/09	11.00	11.00	0.00	0.00	FINISHED
	52931	09/14/09	0.00	0.00	0.00	0.00	FINISHED
			TOTAL TECH TIME		0.00	0.00	

CUSTOMER STATES THE CAR WILL PULL HARD TO ONE SIDE AT TIMES WHITHOUT NOTICE WHEN STEERING WHEEL IS STRAIGHT. ADV. UNABLE TO DUPLICATE CONCERN TEST DROVE VEHICLE SEVERAL TIMES, WILL NOT PULL

CLAIM # 423481

JOB # 2 TOTAL LABOR & PARTS 0.00

WARRANTY DISCLAIMER
 Any warranties on the products sold hereby ar those made by the manufacturer. The Selle BEAVER TOYOTA, INC., hereby expressl disclaims all warranties either express o implied, including any implied warranty o merchantability or fitness for a particula purpose or delay and BEAVER TOYOTA, INC neither assumes nor authorizes any other perso to assume for it any liability in connection wit the sale of said products.

WHEELS	TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
12T0Z	52931	09/14/09	11.10	11.10	0.00	0.00	FINISHED
	52931	09/14/09	0.00	0.00	0.00	0.00	FINISHED
			TOTAL TECH TIME		0.00	0.00	

CUSTOMER STATES THERE IS A HIGH PITCH BUZZING NOISE FROM THE FROM THE FRONT OF THE VEHICLE WHEN DRIVING AT HIGHER SPEEDS, ADVISE. NOISE IS INTERMITTENT. TECH FOUND FRONT ROTORS TO BE HEAT WARPED AND BACKING PLATE CAUSING POSSIBLE NOISE, STRAIGHTEND BACKING PLATE AND TEST DROVE, NOISE NOT EVIDENT AT THIS TIME

CLAIM # 423481

JOB # 3 TOTAL LABOR & PARTS 0.00

ENGINE	TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
12T0Z	52931	09/14/09	11.10	11.10	0.00	0.00	FINISHED
	52931	09/14/09	0.00	0.00	0.00	0.00	FINISHED
			TOTAL TECH TIME		0.00	0.00	

CUSTOMER STATES THERE IS AN INTERMITTENT ACIDIC/VINEGORY SMELL WHILE DRIVING AT HIGHWAY SPEEDS. ADVISE. TECH FOUND TSB AND LITERATURE ON THIS PROBLEM, GAS ALONG WITH CONDENSATION AND HIGHER ELEVATION CAUSES THIS PROBLEM IN MOST VEHICLES, PROBLEM IS NORMAL AND VEHICLE IS OK AT THIS TIME, ADVISE CUSTOMER

CLAIM # 423481

SEP 14 2009

BBB Better Business Bureau
Company's Response

For BBB Use Only

Company ID: 12729

Complaint ID: 99138207

Complaint Department
2625 Pennsylvania NE Ste 2050
Albuquerque, NM 87110-3658
Phone: (505) 346-0110 FAX: (505) 346-0696

Customer Information

[REDACTED]
Santa Fe, NM [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]

Company Information

Beaver Toyota Scion
1500 St Michaels Dr
Santa Fe, NM 87505-7694
Phone: (505) 982-1901
Fax: (505) 992-1548

Company's Response To Your Dispute

Customer presented herself on October 9, 2009 and stated she was losing steering control. Toyota sent a representative to inspect the vehicle and took a test drive with the customer and was unable to duplicate the problem. There were no codes in the computer system indicating a lose of steering. Customer presented herself a second time on December 7, 2009 stating the "accelorator will stay in the same spot while driving and the brake pedal will not respond when applied". Customer also stated the "steering will not respond when turning left or right. Neither of these problems could be duplicated and no codes appeared in the computer system.

The check engine light has never been illuminated for either of these concerns.

All of her concerns have been notated by Toyota. Customer has the option to contact Toyota at 1-800-331-4331 and file for arbitration if she chooses.

If you are not satisfied with the company's response, please tell us why.

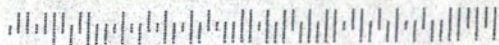
Please provide us with your email address so that we may send future correspondences to you this way.

Email address: _____

Please provide the following information if you have not already done so:

Fax Number: _____

From our website, you may view the details of your complaint, including the other party's response, and submit your own responses through our complaint process.



Attorney General of New Mexico
111 Lomas Blvd. NW, Suite 300
Albuquerque, NM 87102

National Highway Traffic Safety Administration
Office of Defects and Investigations
(NVS216)
1200 New Jersey Ave. SE
West Building
Washington, DC 20590