

December 21, 2010

David L. Strickland
NHTSA Headquarters
1200 New Jersey Avenue, SE
West Building
Washington, DC 20590

4
EXECUTIVE SECRETARIAT

2010 DEC 30 A 8:47

RECEIVED

Dear Mr. Strickland:

I own a pristine 1999 Toyota Tacoma, vin 4TAWM72N4XZ [REDACTED] which is subject to a recall for frame rust perforation. In addition, I have a Toyota extended warranty under a Vehicle Service Agreement (Platinum Plan - highest) that cost an extra \$ 1,175 that was in effect when Wilmington Toyota inspected my truck on 02/12/09, with only 72,600 miles. Wilmington Toyota found and documented rust perforation of the frame of my Truck and emailed pictures to Toyota USA. At the time of this frame inspection, the service manager, Brian Flick, commented he had certainly seen frames with less rust that Toyota purchased back immediately under the recall, but the decision had to be made by Toyota Corporation.

Toyota denied repurchasing my truck based on the emailed pictures of the first inspection. I immediately wrote two letters to Toyota and asked for another inspection at another dealer which Toyota denied. In the meantime, 2 other independent mechanics strongly advised me to not drive the truck because it was unsafe. The truck stayed parked in my driveway so long the registration expired and I only renewed it because of the homeowner's Association rules. I also kept it insured and made my payments on the truck so I did not loose my credit rating.

On 10/13/10, I drove my truck to Wilmington Toyota and it was inspected again. Toyota Corporation looked at the emailed pictures and said they would buy it back under the recall. This time there could be no mistake with pictures, because this time vast holes existed and there was no steel left in areas.

It took Toyota almost two months to tell me the price they would use for the repurchase. It was based on the Kelly Blue Book value of October, 2010, not the KBB value of February, 2009, when they first documented the frame perforation.

I found Toyota Corp, customers are pacified by "call center" specialists who wear down any caller by endlessly repeating patronizing phrases calculated to make it seem like something is being done yet days and days go by. I have had to talk with only one specific person with no autonomous authority, and a distracted way of moving in a timely manner. This person also flatly refused to let me talk with anyone else, she refused to tell me who her supervisor was, or even what division of Toyota she was in. I had no other person I could talk to about my Toyota.

My truck has remained at Wilmington Toyota since 10/13/10, (they refused to tow it to my home) and I thought maybe the NHTSA might like to inspect the frame of my truck and see how unsafe a vehicle has to be before Toyota Corporation will do anything. Keep in mind that my truck looks pristine.

[REDACTED]

INSPECTION COPIES ATTACHED

MC

1-11-11

TGW



5640 MARKET STREET
WILMINGTON, NC 28405
(910) 791-9735
(800) 828-6065
(910) 798-1199 SVC. DPT.
(910) 791-2858 PARTS DPT.
www.toyotaofwilmington.com
www.scionofwilmington.com

TOWS271075



TOWS271075

RUST PERFORATION FOUND
1 1/2 YEARS ALO

CUSTOMER NO 60862	ADVISOR BRIAN FLICK	TAG NO. 28 627W	INVOICE DATE 02/12/09	INVOICE NO TOWS271075
LELAND, NC	LABOR RATE	LICENSE NO	MILEAGE 72,600	COLOR BLUE/
	YEAR / MAKE / MODEL 99/TOYOTA TRUCK/TACOMA/2 DOOR EXTEND		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4 T A W M 7 2 N 4 X Z		SELLING DEALER NO	PRODUCTION DATE
	F.T.E. NO	P.O. NO	R.O. DATE 02/12/09	
RE	BUSINESS PHONE	COMMENTS	MO: 72600	

JOB# 1 CHARGES

LABOR
J# 1 55TOZ1

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
55	02/12/09	0.00	0.00	0.00	0.00	ENTERED IN INVOICING
877	02/12/09	12.40	12.40	0.00	0.00	FINISHED
TOTAL TECH TIME				0.00	0.00	

SSC RECALLS HOURS: 0.60 TECH(S): 55 877 49.56

FRAME CORROSION INSPECTION.
INSPECTION FOUND RUST PERFORATION. RECORDED DOCUMENTATION AND
SENT PICTURES TO STEVE SIMONEAUX. CUSTOMER IS NOT IN A
LOANER.

CLAIM # --- WARRANTY OP. CODES --- FLAT HRS. --- OTHER HRS. --- FC --- AUTH. CODE --- CLAIM TYPE
271075 8711B2 0.60 T199 T299
JOB# 1 TOTALS

LABOR 49.56
JOURNAL PREFIX TOWS JOB# 1 TOTAL 49.56
R/O TAX 0.00
R/O TOTALS 49.56

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	LABOR...	PARTS...	SUB. LAB.	SUB. PART	GOG...	MISC...	TAX...	TOTAL...
271075	49.56	0.00	0.00	0.00	0.00	0.00	0.00	49.56
CLAIM TOTALS	49.56	0.00	0.00	0.00	0.00	0.00	0.00	49.56

TERMS: CASH UNLESS ARRANGEMENTS MADE

WARRANTY DISCLAIMER

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

SHOP MATERIALS

This figure incorporates supplies used in servicing your vehicle which includes cleaners, special lubes, shop towels, etc. A full list of these supplies is available for your inspection at the cashier's desk.

ENVIRONMENTAL COMPLIANCE CHARGE

Maintaining and repairing your car inevitably involves the use of chemicals and generation of wastes (solvents, oils, caustics, lead, asbestos, etc.) that must be stored, managed and disposed of in strict compliance with federal, state and local environmental regulations. We support these regulations and also believe our customers do too because they help ensure a safer, healthier environment for everyone. Complying with these regulations increase the cost of service. Ordinarily, increase costs simply result in an increased hourly labor charge. This dealership has decided in lieu of raising its labor rate, to add a compliance charge on appropriate service bills because we believe our customer would be interested to know they are helping to pay for a cleaner environment.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

THE REPAIRED VEHICLE WILL BE RELEASED ONLY DURING REGULAR SERVICE HOURS AND THEN ONLY TO THE REGISTERED OWNER OR PERSON AUTHORIZING REPAIRS

APPROVED BY SIGNATURE

DUPLICATE INVOICE



Thank You



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CUSTOMER NO 60862	ADVISOR JOHN GRISE	TAG NO. 344 935W	INVOICE DATE 10/13/10	CELL: [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO	MILEAGE 72,600	COLOR BLUE/
[REDACTED]	YEAR / MAKE / MODEL 99/TOYOTA TRUCK/TACOMA/2 DOOR EXTEND	DELIVERY DATE	DELIVERY MILES	STOCK NO. TOCS338672
LELAND, NC	VEHICLE I.D. NO. 4 T A W M 7 2 N 4 X Z	SELLING DEALER NO	PRODUCTION DATE	
[REDACTED]	F.T.E. NO	R.O. NO	R.O. DATE 10/13/10	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 72600

JOB# 1 CHARGES

LABOR
J# 99T0Z MISCELLANEOUS REPAIR HOURS: 0.60 TECH(S):843
C/S: INSPECTION OF THE FRAME
8630J2 .6 T199 T299
INSPECTED FRAME PER FRAME RECALL, FOUND SEVERE RUST PEFR
RATION. SENT PICTURES TO TMS AND E-MAILED PICTURES TO CUSTOMER PER HIS REQUEST.

WARRANTY

Service Charge. The Service Charge defrays dealer's overhead costs (such as shop supplies, safety measures and training) and/or costs associated with the handling and/or disposal of waste and may include Dealer profit. Not all transactions will cause dealer to incur all of the costs defrayed by the service charge. The service charge is not a governmental fee.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

COMMENTS

WAIT CALL CENTER CREATED 2010-10-13 09:56:00AM TAKEN BY FRANCES LANDRETH

TOTALS

I WOULD LIKE TO THANK YOU FOR CHOOSING TOYOTA OF WILMINGTON FOR ALL YOUR SERVICE NEEDS. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU. YOU MAY RECEIVE A SURVEY ON LINE FROM TOYOTA REGARDING YOUR SERVICE EXPERIENCE WITH US. WE DO STRIVE FOR EXCELLENCE. IF THIS IS NOT THE CASE PLEASE FEEL FREE TO CALL ME DIRECTLY @ 798-1132.

BRIAN FLICK, SERVICE DIRECTOR

TOTAL LABOR... 0.00
TOTAL PARTS... 0.00
TOTAL SUBLET... 0.00
TOTAL G.O.G... 0.00
TOTAL MISC CHG... 0.00
TOTAL MISC DISC... 0.00
TOTAL TAX... 0.00

TOTAL INVOICE \$ 0.00

As part of our effort to provide the highest possible level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing below, you give this Dealership **PERMISSION** to contact you (**either personally, via text messages or with prerecorded telemarketing messages**) at the telephone numbers (which may include **wireless phone numbers**), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

☐ Please do not contact me as provided above.

Customer agrees that this Agreement includes all of the terms and conditions on the **front and back side hereof**, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises the entire agreement between Customer and Dealer.

(Customer Signature)

(Date)

CUSTOMER SIGNATURE

LELAND, NC

COASTAL CAROLINA AREA

NOV 23 1991

23 DEC 2010 PM



MR. DAVID L. STRICKLAND
NHTSA HEADQUARTERS
1200 NEW JERSEY AVE, SE
WEST BUILDING
WASHINGTON, DC 20590