

AUG - 2 2012

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)[REDACTED]
White Plains, New York [REDACTED]
July 27, 2012

Office of the Chairman and CEO
Toyota Motors North America, Inc.
19001 South Western Avenue
Torrance, CA 90501

RE: 2010 Toyota Prius VIN: JTDKN3DU1A0 [REDACTED]

Dear Mr. Funo:

I have been a loyal Toyota customer since the early 1980's. As such, I am writing **this letter of demand** to express my outrage and sense of betrayal by the Toyota Motor Co. regarding **two failures of the braking system** on my 2010 Toyota Prius. Purchased in August of 2010, this car was less than 3 years old and had been driven fewer than 58,000 miles when I experienced the following difficulties:

In late May the brake pedal began making an unusual sound and, after a few days, numerous warning lights appeared on the car's dashboard announcing a failure of the braking system.

I had the car towed on June 5, 2012, to DCH Toyota City, 700 Waverly Ave., Mamaroneck, NY 10543 for servicing.

As you can see on the copy of the invoice, the technician found the "master cylinder booster and ECU in need of replacement" and "internal master cylinder, booster and ECU inop(erable)." I approved the replacement of these parts.

I called Toyota's toll-free number to request that the company pay for these parts and their replacement, but I was told that they were not covered by the car's warranty. I was shocked. In essence, this is an admission by Toyota that a Prius is built to last a maximum of three years or for 36,000 miles – whichever comes first. The owner must pay for any problem that occurs after 36,000 miles; this is simply outrageous!

Livid, I paid thirty-two hundred forty-six dollars and eighty-three cent (\$3,246.83) for these repairs and took possession of the car on June 13, 2012.

Nine days later, on June 22, 2012, the unusual brake pedal sound re-appeared, but the brakes worked and no warning lights appeared. The next day, June 23, 2012, the brake system **completely failed while my daughter was driving the car with a passenger**. Thankfully, she was able to maneuver the car safely into a nearby parking lot and bring the car to a halt.

NAM
08/27
DW

I again had the Prius towed to DCH Toyota City, where technicians determined that the car needed a new brake booster assembly. While I was told the company would cover the fifteen-hundred dollar (\$1500) cost of the part, I was responsible for labor costs of two-hundred fifty-five dollars and forty-eight cents (\$255.48).

I demand answers to the following questions:

1. The initial invoice called for the replacement of the "booster." Aren't the "booster" and "brake booster" the same part? How can a part that was **to be replaced** on June 13 **fail** on June 23? It appears that the car originally had faulty parts and the booster was **not replaced** as directed, and that **incompetence, negligence or deception** led to the June 23 failure of the braking system, which could have caused serious injuries to my daughter or even her death.
2. How can an automobile less than 3 years old, with less than 58,000 miles, have such a catastrophic failure in its safety system?
3. How can Toyota refuse to pay for the parts and labor associated with this catastrophic safety failure in a relatively young automobile?

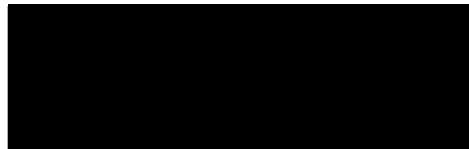
Toyota's mission statement is "To attract and attain (sic) customers with high valued products and service and the most satisfying ownership experience in America." Until now, I have been a loyal and satisfied Toyota customer. I purchased a Toyota Corolla in the early 1980s, a Toyota Avalon in 1997, and a Prius in August, 2010.

I am no longer a satisfied owner: the 2010 Prius is not "high valued," and the service I received from Toyota Motor Sales, USA, and, potentially as well from DCH Toyota, has not inspired loyalty or trust. On the contrary, I feel deeply betrayed. It is clear to me that Toyota's mission statement is a sham - a meaningless set of words and a cynical marketing ploy.

For me to ever consider buying another Toyota, I demand that you do the following:

1. Investigate whether DCH Toyota was negligent in not initially replacing the brake booster
2. Reimburse me for all costs I incurred related to these issues (\$3502.31)
3. Replace my 2010 Prius with a new Toyota vehicle of my choosing

If I am not satisfied with your response, you can expect that I will take further action. Thank you for your cooperation.



Cc: Akio Toyoda, President and CEO, Toyota Motor Corporation
David L. Strickland, Administrator, National Highway Traffic Safety Admin.
James A. Guest, President & CEO, Consumer Reports
Stephen Holden, III, Esq.

Original Customer Requests

The following is what you requested we perform or investigate regarding your vehicle:

- ✓ A. UPON MPI TECHNITIAN FOUND MASTER CYLINDER, BOOSTER AND ECU IN NEED OF REPLACEMENT. CUSTOMER APPROVED REPAIR.G A CILINDER. CUST WAS PART OF A RECALL FOR THE BRAKES.
- ✓ B. PLEASE NOTE WE CHARGE \$104.99 DIAGNOSTIC CHARGE TO CHECK CONCERNS NOT COVERED BY WARRANTY
- ✓ C. MULTI POINT INSPECTION
- ✓ D. CUSTOMER REQUESTS COMPLIMENTARY LOANER VECH SPECIAL



Recommended Services

Our technicians recommend the following services for your vehicle.

Original Customer Requests	Status	Cost	Declined	Approved
A. UPON MPI TECHNITIAN FOUND MASTER CYLINDER, BOOSTER AND ECU IN NEED OF REPLACEMENT. CUSTOMER APPROVED REPAIR.G A CILINDER. CUST WAS PART OF A RECALL FOR THE BRAKES.		\$3,080.00		X
B. PLEASE NOTE WE CHARGE \$104.99 DIAGNOSTIC CHARGE TO CHECK CONCERNS NOT COVERED BY WARRANTY		\$0.00		X
C. MULTI POINT INSPECTION		\$0.00		X
D. CUSTOMER REQUESTS COMPLIMENTARY LOANER VECH SPECIAL		\$0.00		X
Totals, Taxes and Fees		Cost	Declined	Approved
Estimate Subtotal		\$3,080.00	\$0.00	\$3,080.00
Hazardous Waste		\$1.95		\$1.95
Tax 7.38%		\$227.45		\$227.45
Estimate Total		\$3,309.40		\$3,309.40

WHITE PLAINS, NY

DCH Toyota City



700 Waverly Ave.
Mamaroneck, NY 10543
(914) 698-8120

SERVICE ADVISOR MATHEW RIVERA

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
05JUN12	13JUN12		JTDKN3DU1A0	5827590	T2098		13JUN12	172005
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
16:04	11:10	10	TOYOTA PRIUS		0.00	22JUN09	25019	25019
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
59451	59451							

D** CUSTOMER REQUESTS COMPLIMENTARY LOANER
VECH SPECIAL
LOANER CUSTOMER REQUESTS COMPLIMENTARY
LOANER VECH SPECIAL
113 ISP

(N/C)

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS WITH UNLIMITED MILEAGE FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY, THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO CUSTOMER, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF ANY DEFECT IN LABOR PERFORMED WHILE COMPLETING THE REPAIRS LISTED ON THIS REPAIR ORDER.

TO OBTAIN REPAIRS UNDER THIS LIMITED WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED; AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFITS, INCONVENIENCE OR COMMERCIAL LOSS.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER 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 PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES, IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

** PRE-INVOICE **

TOYOTA CITY MISSION STATEMENT

*"To be an innovative
industry leader totally
committed to customer
satisfaction, employee
satisfaction, integrity
and teamwork"*

DESCRIPTION	TOTALS
LABOR AMOUNT	479.88
PARTS AMOUNT	2543.94
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	3023.82
LESS INSURANCE	0.00
SALES TAX	223.01
PLEASE PAY THIS AMOUNT	3246.83

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

CC created 2012-06-05 11:44:00am taken by DGA51
DGA Call Center Partner Agent

THANK YOU for your patronage!
NYS REGISTERED REPAIR SHOP # R 7112666

CUSTOMER COPY

DCH Toyota City

700 Waverly Ave.
Mamaroneck, NY 10543
(914) 698-8120

WHITE PLAINS, NY

SERVICE ADVISOR **MATHEW RIVERA**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
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TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
16:04	11:10	10	TOYOTA PRIUS		0.00	22JUN09	25019	25019
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
59451	59451							

A UPON MPI TECHNIITIAN FOUND MASTER CYLINDER, BOOSTER AND ECU IN NEED OF REPLACEMENT. CUSTOMER APPROVED REPAIR. G A CILINDER. CUST WAS PART OF A RECALL FOR THE BRAKES. BINSUPON INSPECTION FOUND INTERNAL MASTER CYLINDER, BOOSTER, AND ECU INOP. REPLACE COMPONENTS WITH CUSTOMERS APPROVAL.

113 CPR1	479.88	
1 44785-02060 GASKET		
BRAKE BOOSTER	6.33	6.33
1 47050-47140 CYLINDER		
ASSY, BRAKE	2520.79	2520.79
2 00475-1BF03 BRAKE		
FLUID	8.41	8.41

B PLEASE NOTE WE CHARGE \$104.99 DIAGNOSTIC CHARGE TO CHECK CONCERNS NOT COVERED BY WARRANTY

D NO DIAGNOSTIC CHARGE, CUSTOMER NOTIFIED AND REPAIR WORK ACCEPTED

113 ISP

C MULTI POINT INSPECTION
MPI MULTI POINT INSPECTION

113 ISP

TOTAL

479.88

6.33

2520.79

16.82

(N/C)

(N/C)

LIMITED LABOR WARRANTY

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I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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X

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THANK YOU for your patronage!

NYS REGISTERED REPAIR SHOP # R 7112666

DCH Toyota City



700 Waverly Ave.
Mamaroneck, NY 10543
(914) 698-8120

WHITE PLAINS, NY

SERVICE ADVISOR MATHEW RIVERA

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
23JUN12	29JUN12		JTDKN3DU1A0	5827590	T6496		29JUN12	173281
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
15:40	10:23	10	TOYOTA PRIUS		0.00	22JUN09	25019	25019
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
59876	59878							

A CUST STATES CHECK BRAKES MAKES AN AIR
RELEASE NOISE NO PEDAL IS SPONGY GOES TO
THE FLOOR BRAKE LIGHTS ARE ON
CAUSE: REPLACED BRAKE BOOSTER PUMP
896991 REPLACED BRAKE BOOSTER PUMP
ASSEMBLY.

113WAR93

1 47070-47060 PUMP

ASSY, BRAKE BOO

2 00475-1BF03 BRAKE

FLUID

FC: 99/99 PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

B MULTI POINT INSPECTION

MPI MULTI POINT INSPECTION

113 ISP

C** 2 HOURS LABOR CHARGE FOR BRAKE BOOSTER
PUMP.

SUS BRAKE BOOSTER PUMP LABOR PRICE.

113 CPRI

CUSTOMER PAY HAZ WASTE FOR REPAIR ORDER

(N/C)

(N/C)

(N/C)

(N/C)

235.99

235.99

1.95

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DESCRIPTION	TOTALS
LABOR AMOUNT	235.99
PARTS AMOUNT	0.00
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.95
TOTAL CHARGES	237.94
LESS INSURANCE	0.00
SALES TAX	17.54
PLEASE PAY THIS AMOUNT	255.48

LIMITED LABOR WARRANTY

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X

DCH TOYOTA CITY

THANKS YOU FOR YOUR BUSINESS
TOYOTA CITY CAN NOW SERVICE ALL YOUR NEEDS
EXTENDED NIGHT AND SATURDAY HOUR'S

WE ALSO PERFORM ALL BODY REPAIRS USING
GENUINE TOYOTA PARTS

THANK YOU for your patronage!
NYS REGISTERED REPAIR SHOP # R 7112666



White Plains, NY



WESTCHESTER NY 105

27 JUL 2012 PM 11



David L. Strickland
National Highway Traffic Safety Commission
1200 New Jersey Avenue, S.E.
West Building
Washington, DC 20590

20590

