 U.S. Department of Transportation National Highway Traffic Safety Administration	INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) DOT Auto Safety Hotline		FOR AGENCY USE ONLY 100148	
	<b>Vehicle Owner's Questionnaire</b> To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline		Date Received <b>DEC 10 2012</b> 21-NOV-2012	Repository <input type="checkbox"/> Reference No. 10485390
<b>OWNER INFORMATION (Type or Print)</b>				
Name [REDACTED]			Daytime Telephone Number [REDACTED]	E-mail Address [REDACTED]
Address [REDACTED]			Evening Telephone Number N/A	
City MANASSAS	State VA	Zip Code [REDACTED]		

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION				
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side JTDKN3DU2C [REDACTED]	Make TOYOTA	Model PRIUS	Model Year 2012	
Date Purchased 05/21/2012	Dealer's Name and Telephone Number OURISMAN FAIRFAX TOYOTA, INC. 703-359-295		Engine: 1.8 L	Fuel Type: Electric/ UNLEADED FUEL
Original Owner <input checked="" type="checkbox"/>	Dealer's City FAIRFAX	State VA	Zip Code 22030	No: Cylinders 4-cylinder
Transmission Type Continuously Variable Transmission	<input checked="" type="checkbox"/> Antilock Brakes <input checked="" type="checkbox"/> Cruise Control	Powertrain DOHC w/ VARIABLE VALVE Timing	Multiple Failure: Yes 1- Original Windshield 2- Replacement windshield	Incident Date(s) <del>02 MAY 2012</del> 05/21/2012

FAILED COMPONENT(S)/PART(S) INFORMATION		
Vehicle Component Code: VISIBILITY/WIPER (PWS)	Failure Mileage 0	Failure Speed 0

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE		
Tire Make	Tire Model (Name or Number)	Tire Size (Example P215/65R15)
DOT No. (Example: DOTM19ABC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured 0	Number of Deaths 0	Reported to Police N

**Narrative Description of Incident(S), Crash(es), and Injury(ies).**  
 Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

TL\* THE CONTACT OWNS A 2012 TOYOTA PRIUS. THE CONTACT STATED THAT SHE NOTICED THAT WHEN THE LIGHTS WERE VIEWED THROUGH THE WINDSHIELD, THERE WAS AN ABNORMAL PRISM EFFECT. THE CONTACT ALSO STATED THAT THERE WAS AN IMAGE LOCATED ABOVE AND BELOW THE ACTUAL LIGHT SOURCE THAT OCCURRED WITH ALL LIGHT SOURCES SUCH AS HEADLIGHTS, TAIL LIGHTS, STREET LIGHTS, TRAFFIC LIGHTS, ETC. THE VEHICLE WAS TAKEN TO A DEALER WHERE A TECHNICIAN ADVISED THAT NO REPAIRS WERE NEEDED AND THAT THE ISSUE WAS NOT A DEFECT BUT RATHER A CHARACTERISTIC OF THE VEHICLE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND ADVISED THAT THE VEHICLE WAS NOT INCLUDED IN ANY RECALLS. ~~THE VEHICLE WAS NOT REPAIRED.~~ THE APPROXIMATE FAILURE MILEAGE WAS UNKNOWN AND THE CURRENT MILEAGE WAS 7,200.

THE VEHICLE'S WINDSHIELD WAS REPLACED ONCE IN AN ATTEMPT TO CORRECT THE PRISM-LIKE EFFECT. THE REPLACEMENT WINDSHIELD DISPLAYED THE EXACT SAME PRISM-LIKE EFFECT AS THE ORIGINAL WINDSHIELD DID. THIS CASE WAS TAKEN TO ARBITRATION WHEN TOYOTA REFUSED TO FIND A REMEDY FOR THIS SAFETY DEFECT. ARBITRATION WAS LOST DUE TO "LACK OF EVIDENCE"

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 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.

EVIDENCE  
 DEFECTIVE WINDSHIELD WITH PRISM EFFECT STILL IN VEHICLE

**U.S. Department of Transportation  
National Highway Traffic Safety Administration  
Vehicle Owner's Questionnaire  
Supplemental Materials**

**Reference No. 10485390**

**2012 Toyota Prius VIN JTDMN3DU2C1 [REDACTED]**

**Impairment of the use and safety of the vehicle:**

As viewed from the front windshield of VIN# JTDMN3DU2C1 [REDACTED], white light from on-coming traffic's headlights is separated into its constituent spectrum of colors based upon the index of refraction, causing a "rainbow" to be seen extending from the top and bottom of the light source, which is the definition of the optical effect of a prism. Any point source of light (i.e. traffic signals, headlights of oncoming traffic, taillights of traffic ahead, street lights) viewed through the front windshield also creates an optical effect of multiple images, similar to viewing light through a prism. The multiple image effect typically manifests as a quintuple image when the light is viewed from a distance, with two false images above and below the actual light. As the distance between the light source and the car is diminished, the images converge on the center (actual) light source, going from five to three (one false above and below) to eventually nearly one image when at a stop line. Red and yellow colors are the most visibly distorted, but this effect also extends to all colors of light. The multiple image and "rainbow" prism effect can be easily and repeatedly captured on camera at night. This is not merely a phenomenon seen by one particular individual.

This prism effect is radically pronounced at night, making driving unsafe and diminishing the viewing capacity of the driver. This serious safety defect is further magnified during night driving when it is raining, causing visualization of the road ahead through the windshield to be even more severely impaired. The prism effect is primarily visualized at night, but can be seen at a markedly lesser degree during the day when point sources of light are able to be viewed. Driving visibility is so diminished due to this prism effect that the owners deem the vehicle unsafe to drive at night, thus decreasing its usability. (Video and photographic evidence of this prism effect of the replacement windshield is included.)

Distortion within the windshield is also viewable during the day, most significantly on the passenger's side of the front windshield. This effect causes a ripple-like distortion of anything approaching from the right side of the vehicle. This distortion is different from the prism effect the front windshield has on point sources of lights (most visible at night), but it is distracting in its own way.

**Commonwealth of Virginia law on motor vehicle windshield visibility standards:**

This vehicle (VIN# JTDMN3DU2C1 [REDACTED]) is licensed and registered in the Commonwealth of Virginia. According to Virginia law in regards to tinting on windshields (Section 46.2-1052), "No sun-shading or tinting films shall be applied or affixed to any window of a motor vehicle that (i) have a

reflectance of light exceeding twenty percent or (ii) produce a holographic or **prism effect.**" Although the prism effect of VIN# JTDKN3DU2C1 [REDACTED] is not due to a sun-shading or tinting film, the Commonwealth of Virginia has a clear position that anything producing a "prism effect" on any window of a motor vehicle is unsafe and modifications to motor vehicle windows causing this effect is punishable by law "Any person who operates a motor vehicle on the highways of this Commonwealth with sun-shading or tinting films that (i) have a total light transmittance less than that required by subdivisions 1 and 2 of this subsection, (ii) have a reflectance of light exceeding twenty percent, or (iii) produce holographic or prism effects shall be guilty of a traffic infraction but shall not be awarded any demerit points by the Commissioner for the violation. Any person or firm who applies or affixes to the windows of any motor vehicle in Virginia sun-shading or tinting films that (i) reduce the light transmittance to levels less than that allowed in subdivisions 1 and 2 of this subsection, (ii) have a reflectance of light exceeding twenty percent, or (iii) produce holographic or prism effects shall be guilty of a Class 3 misdemeanor for the first offense and of a Class 2 misdemeanor for any subsequent offense." Subsequently, for all intents and purposes, the Commonwealth of Virginia's current laws pertaining to windshield visibility standards would deem the prism effect from the windshield of VIN# JTDKN3DU2C1 [REDACTED] as unsafe and subpar to motor vehicle safety standards.

**Factory installed windshield replaced under warranty due to prism effect. Replacement windshield demonstrates the same prism effect:**

Due to the prism effect of the front windshield, VIN# JTDKN3DU2C1 [REDACTED] was taken in to the service center of the dealership from which the vehicle was purchased (Ourisman Fairfax Toyota, 10441 Lee Highway, Fairfax, VA 22030-2205). On 8/13/12, the Ourisman Fairfax Toyota dealership recognized the prism effect and classified the condition of the factory installed windshield to be DEFECTIVE and covered by the vehicle's warranty, so much so that a replacement windshield was installed on 8/20/12 at no charge to the owner. Please see service records, repair order numbers 791351 and 792328.

The replacement windshield for VIN# JTDKN3DU2C1 [REDACTED] demonstrated the exact same severity of prism effect as the original windshield did. Although a series of attempts were made to obtain a windshield without a prism effect, no further windshield replacements were made by Toyota International, as advised by the Toyota Field Technical Specialist (FTS), Mr. Farnsworth, who never viewed a point source of light through the windshield in a darkened setting to enable himself to visualize the prism effect.

**Arbitration:**

On 10/10/12, a request for arbitration was received by NCDS and the claim met the Toyota Dispute Settlement Program's parameters for eligibility and was assigned the case number of 8012096. The owners of VIN# JTDKN3DU2C1 [REDACTED] requested that Toyota provide either a non-defective front windshield without a prism effect, or if they were unable or unwilling to replace the windshield with an acceptably safe one without a prism effect, they requested a refund for the full purchase price of the vehicle.

Although the prism effect of the factory installed windshield was recognized by Toyota as defective and an attempt was made to correct the problem by replacing the windshield under warranty, the

replacement windshield, demonstrating the exact same prism effect as the factory installed windshield, was classified as "...operating properly and as designed" as stated in the Toyota Motor Sales Manufacturer Response Form for the arbitration. They also stated that "Toyota's Field Technical Specialist has inspected the vehicle as well as comparable vehicles. The vehicle meets the Toyota's standards and does not exhibit a manufacturing defect."

Toyota's argument is that every 2012 Prius has the exact same windshield and that the windshield of VIN# JTDKN3DU2C1 [REDACTED] does not demonstrate any nonconformity. Hence, Toyota is admitting that every 2012 Prius demonstrates the same effects as the factory installed and replacement windshield for VIN# JTDKN3DU2C1 [REDACTED] which includes the prism effect caused by both of these windshields. As previously outlined, such prism effects are considered to be unsafe and subpar according to the Commonwealth's of Virginia's current laws pertaining to windshield visibility standards.

Arbitration took place on 11/2/12 on the premises of Ourisman Fairfax Toyota. Barry W. Klein served as the arbitrator for this case (#8012096). All information submitted for the arbitration (NCDS Customer Claim Form and supplemental text; repair invoices; a DVD and CD with video and photographic evidence; copies of the vehicle title, registration, and purchase receipt), as well as all communications pertaining to the arbitration process are included with this submission to NHTSA, reference number 10485390. The Toyota representatives present at the hearing and the arbitrator fully accepted that the video and photographic evidence submitted for the case was from the replacement front windshield of VIN# JTDKN3DU2C1 [REDACTED]

The demeanor and vocalized comments of the arbitrator during the hearing lead the owners/customers to believe that the arbitrator found the prism effect of the front windshield to be unsafe as well based upon the evidence provided for the case. Much to their surprise, the mailed decision of the arbitrator denied the requests of the owners/customers of VIN# JTDKN3DU2C1 [REDACTED] due to the rationale that "...the Customer was not able to produce sufficient and convincing evidence to support the claim that a Manufacturer defect exists that substantially impairs the use, value, or safety of the vehicle." Please note that the arbitrator did not view a point source of light through the front windshield in a darkened setting, even though he was invited to do so. The decision was not accepted by the owners/customers.

#### **Summary:**

The prism effect of the front windshields (factory installed and replacement) of VIN# JTDKN3DU2C1 [REDACTED] has occurred since the purchase of the vehicle on 5/21/12, and it is still an unresolved issue with the vehicle. Due to the decreased visibility and clarity of vision through the windshield, the owners have dramatically limited the usage of the vehicle due to safety concerns.

Although arbitration was pursued and an unfavorable decision was provided to the owners, the fact that Toyota claims that every 2012 Prius demonstrates the same characteristics of the windshields of VIN# JTDKN3DU2C1 [REDACTED], since the windshields are considered to be "...operating properly and as designed", is unsettling from a safety standpoint. Subsequently, based upon Toyota's statement, it can be deduced that every windshield of every 2012 Prius demonstrates a prism effect. To add to this, every 2012 Prius licensed and registered in the Commonwealth of Virginia, as well as every 2012 Prius which has and will drive through the Commonwealth of Virginia is considered for all intents and purposes to

be unsafe and subpar to motor vehicle safety standards of Virginia state law due to the prism effect of the front windshields.

The owners of VIN# JTDKN3DU2C1 [REDACTED] are aware of a growing number of people commenting on the same issue of prism/multiple image effects from the front windshields of their respective 2012 Prius as well (not all inclusive):

YouTube videos:

<http://www.youtube.com/watch?v=z3779YEVfEs>

<http://www.youtube.com/watch?v=fJSQpu1-AxI>

Similar 2012 Prius NHTSA complaints:

<http://www.arfc.org/complaints/2012/toyota/prius/10485390.aspx>

<http://www.arfc.org/complaints/2012/toyota/prius/10485239.aspx>

<http://www.arfc.org/complaints/2012/toyota/prius/10483605.aspx>

<http://www.arfc.org/complaints/2012/toyota/prius/10483561.aspx>

<http://www.arfc.org/complaints/2012/toyota/prius/10482102.aspx>

<http://www.arfc.org/complaints/2012/toyota/prius/10479684.aspx>

Other

<http://priuschat.com/threads/2012-prius-front-windshield-ghost-image-issue.116821/>

There are also a number of similar complaints that can be found for older Prius models as well.

We implore you to look at the video evidence that was provided for the NCDS arbitration case 8012096 (included in envelope), as well as other information provided for this case; note other similar complaints about the prism/multiple image effects of the 2012 Prius; and please investigate this situation further. Again, the prism effect is being reported in Toyota factory installed, unmodified windshields, as well as genuine, unmodified Toyota windshield replacements. Toyota states that their 2012 Prius windshields are "...operating properly and as designed", although they demonstrate serious hazards to motor vehicle safety. It is our sincere hope that something will be done to remove these windshields from our roads to improve the safety of all.

Please have someone contact me when my information has been received.

Sincerely,

[REDACTED]

12/7/12

[REDACTED]

12/07/12

[REDACTED]  
Manassas, VA [REDACTED]  
[REDACTED]

Included:

1. DOT Auto Safety Hotline Vehicle Owner's Questionnaire (this letter is a component of this) (total 6 pages)
2. safecar.gov complaint record (1 page)
3. NCDS Customer Claim Form (1 page)
4. NCDS Customer Claim Form Continuation of Vehicle Problem(s) Section (6 pages)
5. Vehicle service records (17 pages)
6. NCDS receipt of arbitration request (1 page)
7. NCDS submission of further documentation (vehicle title, registration, original purchase receipt) (6 pages)
8. NCDS Manufacturer's Response Form (2 pages)
9. NCDS hearing confirmation (2 pages)
10. NCDS arbitrator's "oath" of neutrality (1 page)
11. NCDS arbitrator's decision (5 pages)
12. Rejection of NCDS arbitrator decision (2 pages)
13. CD NCDS Customer Claim Form Supplemental Materials (photos and other information)
14. DVD NCDS Customer Claim Form Supplemental Materials (videos from camcorder and camera video footage (two separate mechanical devices))

Please note that on more than one occasion, NCDS had addressed me incorrectly as [REDACTED] on several documents. My name correct name is [REDACTED]



## Complaints - Search Results

1 Record(s) Displayed.

Report Date : December 5, 2012 at 08:04 AM  
ODI Numbers Searched : 10485390

Make : TOYOTA                      Model : PRIUS                      Year : 2012  
Manufacturer : TOYOTA MOTOR CORPORATION  
Crash : No                      Fire : No                      Number of Injuries: 0  
ODI ID Number : 10485390                      Number of Deaths: 0  
Date Complaint Filed: November 21, 2012                      Date of Incident: May 2, 2012  
VIN : JTDKN3DU2C1...  
Component: VISIBILITY/WIPER

### Summary:

TL\* THE CONTACT OWNS A 2012 TOYOTA PRIUS. THE CONTACT STATED THAT SHE NOTICED THAT WHEN THE LIGHTS WERE VIEWED THROUGH THE WINDSHIELD, THERE WAS AN ABNORMAL PRISM EFFECT. THE CONTACT ALSO STATED THAT THERE WAS AN IMAGE LOCATED ABOVE AND BELOW THE ACTUAL LIGHT SOURCE THAT OCCURRED WITH ALL LIGHT SOURCES SUCH AS HEADLIGHTS, TAIL LIGHTS, STREET LIGHTS, TRAFFIC LIGHTS, ETC. THE VEHICLE WAS TAKEN TO A DEALER WHERE A TECHNICIAN ADVISED THAT NO REPAIRS WERE NEEDED AND THAT THE ISSUE WAS NOT A DEFECT BUT RATHER A CHARACTERISTIC OF THE VEHICLE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND ADVISED THAT THE VEHICLE WAS NOT INCLUDED IN ANY RECALLS. ~~THE VEHICLE WAS NOT REPAIRED.~~ THE APPROXIMATE FAILURE MILEAGE WAS UNKNOWN AND THE CURRENT MILEAGE WAS 7,200.

1200 New Jersey Avenue, SE, West Building Washington DC 20590 USA  
1.888.327.4236 TTY 1.800.424.9153



THE VEHICLE'S WINDSHIELD WAS REPLACED ONCE IN AN ATTEMPT TO CORRECT THE PRISM-LIKE EFFECT. THE REPLACEMENT WINDSHIELD DISPLAYED THE EXACT SAME PRISM-LIKE EFFECT AS THE ORIGINAL WINDSHIELD DID. THIS CASE WAS TAKEN TO ARBITRATION WHEN TOYOTA REFUSED TO FIND A REMEDY FOR THIS SAFETY DEFECT. ARBITRATION WAS LOST DUE TO "LACK OF EVIDENCE" EVEN THOUGH THE ARBITRATOR WAS INVITED TO VIEW THE DEFECTIVE WINDSHIELD AT NIGHT AND PHOTOGRAPHIC & VIDEO EVIDENCE WAS SUBMITTED THAT THE ARBITRATOR & TOYOTA REPRESENTATIVE AGREED CAME FROM THE VEHICLE IN QUESTION & AGREED THAT THEY COULD SEE THE PRISM-LIKE EFFECT. A DEFECTIVE WINDSHIELD WITH PRISM EFFECTS IS STILL IN THE VEHICLE.

\* Enclosed: 1- Copies of repair orders  
 2- 3 Copies of CDs containing photographic evidence of front windshield prism-like effect on Point light sources at night.  
 3- NCDS Continuation of Vehicle Problems Section

# NCDS Customer Claim Form

FOR NCDS USE
CASE NUMBER:

OCT 10 2012

## CUSTOMER NAME AND ADDRESS

<input type="checkbox"/> Mr.	First name:	RECEIVED MI:	Last name:
<input type="checkbox"/> Mrs.	Street address:		
<input type="checkbox"/> Ms.	City: <u>Manassas</u>	State: <u>VA</u>	Zip code: [REDACTED]
<input checked="" type="checkbox"/> Dr.	Day phone: [REDACTED]	Evening phone: [REDACTED]	Fax: (N/A)
E-mail address: [REDACTED]		Preferred contact location: <u>Phone</u>	

## VEHICLE INFORMATION

Name(s) that appears on vehicle title:	[REDACTED] and [REDACTED]
Is this a leased vehicle: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Delivery date: <u>05/21/2012</u>
If yes, lessor's name and address:	
Make: <u>Toyota</u>	Model: <u>Primo</u> Year: <u>2012</u> Current mileage: <u>5460</u>
Vehicle Identification Number: <u>JT DK N 3 D U 2 C 1 [REDACTED]</u>	
Selling dealer and address: <u>Ourisman Fairfax Toyota, 10441 Lee Highway, Fairfax, VA 22030-2205</u>	
Dominant servicing dealer: <u>Ourisman Fairfax Toyota, 10441 Lee Highway, Fairfax, VA 22030-2205</u>	

## VEHICLE PROBLEM(S) (Attach legible copies of applicable repair orders or other documents that support your complaint)

Problem	List dealer(s) which have repaired or attempted repair (include city and state).	List the date, mileage and repair order number for each repair attempt.	Does the problem currently exist? (Circle)	
Example: A/C won't cool properly	Autoworld, Inc. Anytown, VA	4/23/99 3,500 miles #B73540	<input type="radio"/> Yes	<input type="radio"/> No
→ Please see included letter for more details	Please see included letter for more details.	Please see included letter for more details.	<input type="radio"/> Yes	<input type="radio"/> No
1) <del>Windows distortion</del> <sup>(Front windshield)</sup> Causing impaired vision	Ourisman Fairfax Toyota 10441 Lee Highway, Fairfax, VA 22030-2205	08/13/12 3,101 T0CS791351	<input checked="" type="radio"/> Yes	<input type="radio"/> No
2) <del>Windows distortion</del> <sup>(Front windshield)</sup> Causing impaired vision	Ourisman Fairfax Toyota 10441 Lee Highway, Fairfax, VA 22030-2205	08/12/12 4,166 T0CS792328 Car gone for 1 day	<input checked="" type="radio"/> Yes	<input type="radio"/> No
3) <del>Windows distortion</del> <sup>(Front windshield)</sup> Causing impaired vision	Ourisman Fairfax Toyota 10441 Lee Highway, Fairfax, VA 22030-2205	08/12/12 4,295 T0CS793865	<input checked="" type="radio"/> Yes	<input type="radio"/> No
4) Both side pieces of windshield and duprail mounting damaged from removal of windshield by Toyota.	Ourisman Fairfax Toyota 10441 Lee Highway, Fairfax, VA 22030-2205	08/12/12 - 04/31/12 4,452 T0CS793728 Car gone for 3 days	<input type="radio"/> Yes	<input checked="" type="radio"/> No
5) Car's paint scratched off in process of last repair of other damage by dealership.	Ourisman Fairfax Toyota " "	09/11/12 - 09/13/12 \$,262 T0CS795195 Car gone for 4 days	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO

If YES, give date of accident:  / / Specify damaged area: \_\_\_\_\_

### Resolution Sought:

Since Toyota will not/is unable to replace the defective windshield

is some that is SAFE to utilize, we want a complete refund for the entire cost of the vehicle.

X [REDACTED] SIGNATURE(S) 9/25/12 DATE

Return all copies of this form to:  
 National Dispute Settlement Program  
 P.O. Box 688  
 Mount Clemens, MI 48046  
 www.ncdsusa.org

and [REDACTED] are requesting an oral hearing for this dispute

**NCDS Customer Claim Form**  
**Continuation of Vehicle Problem(s) Section**

2012 Toyota Prius VIN JTDKN3DU2C1 [REDACTED]

**Impairment of the use and safety of the vehicle:**

Any point source of light (i.e. traffic signals, headlights of oncoming traffic, taillights of traffic ahead, street lights) viewed through the front windshield creates an optical effect of multiple images, similar to viewing light through a prism. The effect typically manifests as a quintuple image when the light is viewed from a distance, with two false images above and below the actual light. (This effect can be easily and repeatedly captured on camera at night. This is not merely a phenomenon seen by a particular individual.) As the distance between the light source and the car is diminished, the images converge on the center (actual) light source, going from five to three (one false above and below) to eventually nearly one image when at a stop line. Red and yellow colors are the most visibly distorted, but this effect also extends to all colors of light. This effect is radically pronounced at night, making driving unsafe and diminishing the viewing capacity of the driver. This serious safety defect is further magnified during night driving when it is raining, causing visualization of the road ahead through the windshield to be even more severely impaired. This prism-like effect is primarily visualized at night, but can be seen at a markedly lesser degree during the day when severely overcast. Driving visibility is so diminished due to this prism-like effect that the owners deem the vehicle unsafe to drive at night, thus decreasing its usability.

Distortion within the windshield is also viewable during the day, most significantly on the passenger's side of the front windshield. This effect causes a ripple-like distortion of anything approaching from the right side of the vehicle. This distortion is different from the prism-like effect the front windshield has on point sources of lights (most visible at night), but it is distracting in its own way.

[REDACTED] are able to provide photographic evidence of the prism-like effects that their current front windshield has on point sources of light at night. They also invite the arbitrator to visualize this severe safety defect at night, when it can be seen.

**Repairs/attempted repairs:**

**1) Front windshield prism-like distortion causing impaired vision:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 8/13/12 by [REDACTED] to address the night prism-like effects the front windshield has on point sources of lights, as well as the ripple-like distortion of the front windshield that is viewable during the day. The odometer reading at the time of first report of this defect at the dealership was 3,101 miles. The service manager, Leo Geballa was able to detect the prism-like effect that was described by [REDACTED] by pulling the car into a dark area of the shop. [REDACTED] was not with Mr. Geballa at the time of his detection of the problem. The dealership personnel agreed that the front windshield was defective, and [REDACTED] was told to bring the car back on 8/20/12 to obtain a replacement front

[REDACTED]

windshield, which would hopefully ameliorate this serious safety defect. Repair order number: TOCS791351 Does the problem currently exist? YES

**2) Front windshield prism-like distortion causing impaired vision:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 8/20/12 by [REDACTED] at approximately 10 AM to address the prism-like effects the front windshield has on point sources of lights mainly at night, as well as the ripple-like distortion of the front windshield that is viewable during the day. The front windshield was removed and replaced. [REDACTED] was called in the evening of 8/20/12 by Ourisman Fairfax Toyota to notify her that the vehicle was ready for pickup. Upon pick-up (around 7:30 PM), [REDACTED] immediately discerned that the replacement window caused the exact same prism-like effect on point sources of light that the initial front windshield caused. The defect in the new front windshield was brought to the attention of Ken Gilbert before [REDACTED] left to return home with the vehicle. Mr. Gilbert notified [REDACTED] that he would bring this issue to the attention of Geoff Bennett, the service director of the Ourisman Fairfax Toyota dealership. Mileage: 4,166 Repair order number: TOCS792328 Does the problem currently exist? YES

The next morning, it came to the attention of [REDACTED] and [REDACTED] that in the process of replacing the front windshield, the two side front windshield moldings/trim pieces were installed incorrectly (photographic evidence available) and the right side of the drip rail molding was physically damaged (photographic evidence available) in the process of the front windshield removal/installation. Beyond this, there were globs of sealant left on the paint of the vehicle located in the peripheral area to the windshield. [REDACTED] was told by Ourisman Fairfax Toyota phone personnel that Leo Geballa was responsible for the final quality inspection and approval of work for her vehicle. These damages were not noticed at the time of pick up due to the decreased levels of light at the time of pick up for visualization. Also, it was wrongfully assumed by [REDACTED] and Mr. [REDACTED] that the car would be returned without defect/damages caused by Ourisman Fairfax Toyota's service to the car.

[REDACTED] called the dealership at 10:25 AM on 8/21/12 to discuss this recurrent issue of the front windshield prismatic effect, as well as the damage accrued to the vehicle while it was in the possession of the Ourisman Fairfax Toyota dealership service center with either Geoff Bennett or Leo Geballa, but was informed that they were unavailable. [REDACTED] was told that they would be delivered a message stating that she had called and that she would be called back shortly. [REDACTED] did not receive a call back, so she called again at 3:50 PM, and then again at 6:06 PM, never receiving a return phone call. She called three times on 8/21/12, left a message every time, but was never called back. [REDACTED] called Ourisman Fairfax Toyota in the attempt to contact Geoff Bennett and/or Leo Geballa again at 11:32 AM on 8/22/12 to discuss the recurrent problem with the new front windshield, as well as the damage inflicted upon the vehicle while it was being serviced, but could only leave another message, and another promise that she would receive a return phone call. [REDACTED] did not receive a call back, so she called again at 1:25 PM to no avail (phone records available).

After five attempts, over two days, [REDACTED] still had not been called back. The time to drive from [REDACTED] residence to Ourisman Fairfax Toyota takes approximately 30 minutes one-way. She had attempted to avoid driving the vehicle to the dealership to just speak with someone about it, but



decided that she was left no choice but to do that. She drove the vehicle to Ourisman Fairfax Toyota on 8/22/12 after the last failed phone attempt.

██████████ first spoke with Leo Geballa, and then after an extensive waiting period, she was able to speak with Geoff Bennett about the issues. Both Mr. Geballa and Mr. Bennett acceded to the fact that the two side front windshield moldings/trim pieces were installed incorrectly and the right side of the drip rail molding was physically damaged in the process of the window removal/installation. Beyond this, they also saw the globs of sealant left on the paint of the vehicle located in the peripheral area to the windshield. ██████████ was informed that they would rectify the damaged done to the vehicle in the process of the front windshield removal and new front windshield installation, but they would be unable to replace the front windshield again without the approval of the Toyota Field Technical Specialist (FTS), Mr. Farnsworth. Mr. Bennett told ██████████ that he would establish a meeting time for Mr. Farnsworth to look at the vehicle. This meeting took place the morning of 8/24/12.

### **3) Front windshield prism-like distortion causing impaired vision:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) the morning of 8/24/12 by ██████████ to address the prism-like effects the new front windshield has on point sources of lights at night, as well as the ripple-like distortion of the front windshield that is viewable during the day with Mr. Farnsworth ██████████ ██████████ were present while Mr. Farnsworth viewed the defective front windshield of their vehicle. Even though it was described in great detail to Mr. Farnsworth that the prism-like effect the front windshield has on point sources of light can only be visualized at night, Mr. Farnsworth only inspected the front windshield outside in the daylight, with no point sources of light being present.

In this bright setting, Mr. Farnsworth was only able to see the ripple-like distortion of the windshield on the front right, passenger side. At this time, he told ██████████ that there was an internal memo at Toyota stating that this distortion was consistent with the Prius model, making it a "feature" of the vehicle, and personnel were instructed to cease replacing windshields in the Prius upon consumer complaint of the ripple-like distortion defect. He also informed them, that since he felt this was a "feature" of all windshields for the Prius that no further attempts to replace the windshield would be made. ██████████ stated that if this was a known "feature" of the vehicle, they should advertise it as such, and that the vehicle would not have been purchased had this been a disclosed piece of information prior to purchase. It was mentioned again to Mr. Farnsworth about the prism-like effect the front windshield has on point sources of light at night, but he did not voice interest in viewing the windshield in a dark setting, and stated once again that he felt that all of the Prius windshields would be the same. He was also notified that the prism-like effect made the car unsafe to drive at night, and that this was a serious safety defect.

Geoff Bennett told ██████████ that the improperly installed two side front windshield moldings/trim pieces, the physically damaged right drip rail molding, and the globs of residual sealant on the paint of the vehicle would either be replaced, fixed, or removed, so an appointment to do this was made for the morning of 8/29/12. Mr. Bennett also told ██████████ ██████████ that Leo Geballa would be working late on the 29<sup>th</sup>, so when the vehicle would be ready for pick-up later that night, that Mr. Geballa would be able to ride with ██████████ in the vehicle to visualize the prism-like effect the front windshield has on point sources of light at night.

██████████

This repair order sheet states "The original glass did exhibit the effect noticed by the customer. The replacement glass did not exhibit the same concerns. Service manager Leo Geballa viewed the vehicle before and after the initial repairs." If Leo Geballa did, indeed, view the vehicle before and after the initial repairs with any care, he would have easily noticed that the two side front windshield moldings/trim pieces were installed incorrectly (photographic evidence available), the right side of the drip rail molding was physically damaged (photographic evidence available), and would have noticed the large amounts of sealant left on the paint of the vehicle in the process of the front windshield removal/installation. Furthermore, the prism-like effect caused by the front windshield can be easily captured on a mechanical device, such as a camera (photographic evidence available). Due to this fact, and that the car was released back to [REDACTED] in damaged/defective condition, it is doubtful that Mr. Geballa did check the vehicle thoroughly. If he did, his ability to discern things appropriately must be compromised. Mileage: 4,295 Repair order number: TOCS793065 Does the problem currently exist? YES

**4) Fixing the improperly installed two side front windshield moldings/trim pieces, the physically damaged right drip rail molding, and removing the excess sealant left on the paint of the car on the periphery of the windshield:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 8/29/12 by [REDACTED] at approximately 10 AM to have the improperly installed two side front windshield moldings/trim pieces replaced, the physically damaged right drip rail molding replaced, and the sealant removed from the paint. [REDACTED] was told that in order to make this correction, the front windshield would need to be removed and reinstalled and that a new window seal kit would be ordered (the seal kit was supposed to be ordered on 8/24/12). She was also told that this process would take one day to be fixed and was expecting the car to be ready that night.

Since [REDACTED] had not heard anything from Ourisman Fairfax Toyota by 3:03 PM on 8/30/12 about the vehicle, she called in to speak with either Geoff Bennett or Leo Geballa. Neither of them was available, so she left a message, and was told that one of them would call her back. After not receiving a phone call back, [REDACTED] called in again at 4:35 PM and left another message requesting to be called back about the status of the vehicle. She called in again at 4:38 PM, and waited on the line to speak to anyone who could tell her about what was going on with the vehicle. She called yet again at 4:49 PM, but she was unable to reach anyone that could tell her anything about the status of the vehicle, other than the fact that the front windshield kit wasn't ordered when it should have been on 8/24/12 and that they had to wait for it to get in. Still not receiving a call back about the status of the vehicle, or any information about when it would be returned, [REDACTED] called Ourisman Fairfax Toyota's service line again at 8:25 PM and 8:36 PM and left a message. After not receiving a call back, [REDACTED] attempted to call in again at 10:03 PM and was finally able to speak with Leo Geballa. Mr. Geballa reported to [REDACTED] that the vehicle would most likely be ready by the next morning, 8/31/12, and that someone would call [REDACTED] to notify her about the status of the vehicle in the morning.

On 8/31/12, after not receiving any form of communication about the vehicle, [REDACTED] called in at 1:24 PM to see if the vehicle would be finished that day. She was unable to speak with anyone, left a message to be called back for a status update and requested that the message would be relayed as "urgent". She was told that Mr. Geballa would call her back in 15 minutes. At 2:01 PM, [REDACTED]

[REDACTED]

did not receive a phone call, so she called in again, and was told on that call by the receptionist that the vehicle was ready to be picked up. No one had called her. (Phone records available.)

After pick up, [REDACTED] inspected the vehicle and found that the former problems were fixed, but the car was returned to them damaged once again. This time, the vehicle had several long scratches in the paint, which exposed the bare metal of the car body along the periphery of the front windshield on the top of the car (photographic evidence available). Again, since the vehicle was released back to [REDACTED] in damaged/defective condition, it is doubtful that Mr. Geballa did check the vehicle thoroughly. If he did, his ability to discern things appropriately must be compromised. Over the Memorial Day holiday weekend, it was easily detectable that the bare metal had started to oxidize and rust.

As mentioned previously, Geoff Bennett told [REDACTED] that Leo Geballa would be working late on the 29<sup>th</sup>, so when the vehicle would be ready for pick-up later that night, the day it was dropped off (when the vehicle was supposed to be ready), that Mr. Geballa would be able to ride with [REDACTED] in the vehicle at that time to visualize the prism-like effect the front windshield has on point sources of light at night. Since the vehicle was not ready until two days after it was initially estimated to be completed, the repair order sheet states that Mr. Geballa had test drove the car at night and that the prism-like effect the front windshield has on point sources of light at night could not be seen. Due to the lack of communication, the fact that [REDACTED] was not with Mr. Geballa at the time, and that the car was returned in damaged condition once again to [REDACTED] and Mr. [REDACTED] it is unlikely that Mr. Geballa actually did inspect the car in this way. Furthermore, since the vehicle was returned twice to [REDACTED] in damaged condition after final quality inspection by Mr. Geballa, it is easy to argue that Mr. Geballa's power of observation is either severely diminished, or he does not perform the proper inspections that he should. Mileage: 4,452 Repair order number TOCS793728 Does the problem currently exist? **NO**

**5) Fixing the several long scratches in the paint caused by the last repair on the vehicle for damage inflicted to it while at the dealership the time before:**

After finding the new damage, [REDACTED] called Ourisman Fairfax Toyota at 9:54 AM on 9/4/12 to describe the issue with either Geoff Bennett or Leo Geballa. She left a message, requesting a call back at that time, and again at 1:56 PM, again at 2:13 PM. Yet again, she never received a return phone call. [REDACTED] decided to drive the car to the dealership once again, and had to wait at least 20 minutes to talk Leo Geballa, who was sitting at his desk the whole time, doing something with his personal mobile phone. Upon inspection, Mr. Geballa said the earliest they could repair the vehicle would be 9/10/12, and that it would take two days to correct the problem, since they would have to remove the windshield again to fix the scratches.

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 9/10/12 by [REDACTED] at approximately 10 AM to have the scratches in the vehicle's paint removed. On 9/13/12, [REDACTED] called Ourisman Fairfax Toyota to inquire about the status of the vehicle at 3:53 PM, and left a message requesting a call back from either Geoff Bennett or Leo Geballa. No one returned her phone call. On 9/14/12, [REDACTED] called Ourisman Fairfax Toyota to again inquire about the status of the vehicle at 2:46 PM, which should have been returned two days prior. She yet again left a message requesting a call back for information about the vehicle. At approximately 7



PM that night, [REDACTED] received a voicemail from the phone receptionist simply stating that her car was ready for pick up. Mileage: 5,262 Repair order number TOCS795195 Does the problem currently exist? NO

**Summary:**

The problem with the windshield had been occurring since the purchase of the vehicle, but the owners did not initially consider that the problem was caused by the front windshield of the approximately \$25,000 car that they bought. One would assume that a vehicle with so many technical advancements in other areas would not have something as basic as a windshield possessing such a detrimental safety defect. The owners initially assumed it was their eyes until they sought the help of an optometrist and also realized that the prism-like effect was only seen while driving the vehicle. Once the problem was appropriately deduced, it was clearly apparent that the windshield was the root cause of the problem. This is further supported by the fact that the phenomenon can be recorded by photography. Prior to taking it to the dealership on 8/13/12, the owners had already dramatically limited the usage of the vehicle for quite some time, since the prism-like effect causes a significant visual impairment, making night-time driving unsafe.

The replacement front windshield has the same prism-like effect upon point source lights at night, which is a serious safety defect, causing marked impairment of visibility of the driver. The condition of the windshield also causes significant impairment to the usage of the vehicle at night, since the owners do not feel safe driving it due to the decreased visibility. It is considered at this time by the owners that the "nonconformity is a serious safety defect and has been subject to repair one or more times by the manufacturer, its agent or its authorized dealer and the same nonconformity continues to exist" (Code of Virginia, Title 59.1-207.13).

[REDACTED] have followed appropriate protocol by first attempting to resolve the issue with the Toyota dealership, then Toyota regional (via FTS Farnsworth and calling the regional representative, Debbie Simmons on 9/11/12 to verify that the appropriate measures had been taken for the regional level). Upon contact with Toyota national, on 9/11/12, [REDACTED] was asked what type of resolution she sought. She first replied that she wanted a non-defective windshield that would not pose as a safety hazard for night-time driving, and if that wasn't available, she wanted a full refund for the entire purchase value of the vehicle. Through follow-up contact from Toyota national by the case manager Russell Hankins (case number 1209110883), [REDACTED] were notified that Toyota is not willing to replace the windshield again in the attempt to ameliorate the problem. Subsequently, [REDACTED] are seeking a full refund for the purchase value of the vehicle. Both [REDACTED] are requesting an oral hearing for this dispute.

Signatures:

Date:

[REDACTED]

9/25/12

[REDACTED]

9/25/12



10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955



01011TOCS791351

ourismanfairfaxtoyota.com

CUSTOMER NO. 129006	ADVISOR DOUG PRICE	89832	TAG NO. 4955	INVOICE DATE 08/13/12	INVOICE NO. TOCS791351
	LICENSE NO. [REDACTED]		MILEAGE 3,101	COLOR NAUTICAL BL	STOCKING 105745
MANASSAS, VA [REDACTED]	YEAR / MAKE / MODEL 12 / TOYOTA / PRIUS / PRIUS2	5DR HYBRIDSDN		DELIVERY DATE 05/21/12	DELIVERY MILES 20
	VEHICLE ID NO. JTDKN3DU2C1			SELLING DEALER NO. 45055	PRODUCTION DATE 03/30/12
	F.T.E. NO.		P.O. NO.	R.O. DATE 08/13/12	
RE [REDACTED]	COMMENTS				MO: 3102

JOB# 1 CHARGES

LABOR	WINDSHIELD CONCERN		TECH(S): 70	INTERNAL	
# 1 61TOZZ	VISION PRISMS AT A DISTANCE IN THE DARK, CUSTOMER STATES DISTORTION IN WINDSHIELD RIGHT LOWER PASSENGER SIDE SOME DISTORTION DUE TO LAMINATE				
	TECH ORDERED A NEW TOYOTA FRONT GLASS WINDSHIELD AS NEEDED				
PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
	0	56101-47994	GLASS SUB-ASSY, W		INTERNAL
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
TOTAL - PARTS					0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

COMMENTS

WAIT89832, SEE GEOFF OR LEO ONLY

TOTALS

THANK YOU FOR CHOOSING OURISMAN FAIRFAX TOYOTA! WE APPRECIATE YOUR PATRONAGE, AND VALUE YOUR OPINIONS. VIRTUALLY ALL REPAIRS ARE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR ONE YEAR WITHOUT MILEAGE LIMITATION. NO GUARANTEE IS OFFERED ON USED, AFTERMARKET (NON-TOYOTA), CUSTOMER, OR THIRD-PARTY SUPPLIED PARTS. IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, YOUR VEHICLE, OR SERVICE IN GENERAL, PLEASE FEEL FREE TO ASK ANY OF OUR ASSISTANT SERVICE MANAGERS. ALTHOUGH WE MAY NOT ALWAYS KNOW THE ANSWER, WE CAN USUALLY FIND THE ANSWER.

YOUR COMPLETE SATISFACTION IS OUR HIGHEST PRIORITY. OUR GOAL IS TO OFFER THE HIGHEST LEVEL OF CUSTOMER SERVICE AND AFTER-SALE CARE AVAILABLE IN OUR MARKET AREA.

THANK YOU FOR ALLOWING US TO BE THE MOST-FREQUENTLY-SELECTED TOYOTA SERVICE DEPARTMENT IN VIRGINIA.

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
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



PARTS & SERVICE

CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



**Service (703) 359-2955**  
 Monday - Friday 7:00 a.m. - 8:00 p.m.  
 Saturday 7:00 a.m. - 5:00 p.m.



0101J791351

STATE REG# 2

**S E R V I C E**

SALESPERSON NO. 128710 DOUGLAS R YALE

VEHICLE ID NO. <b>JTDKN3DU2C1</b>	YEAR / MAKE / MODEL <b>12 / TOYOTA / PRIUS / PRIUS2 5DR HYBRIDSD</b>	STOCK NO. <b>105745</b>	LICENSE NO. <b>[REDACTED]</b>	R. O. NO. <b>791351</b>
CUSTOMER NO. <b>129006</b>	SERVICE CONTRACT	DELIVERY DATE <b>05/21/12</b>	DELIVERY MILES <b>20</b>	SELLING DEALER NO. <b>[REDACTED]</b>
MANASSAS, VA	COLOR <b>NAUTICAL BLUE / GRA</b>	EXPIRATION DATE <b>05/21/19</b>	EXPIRATION MILES <b>70,000</b>	R. O. DATE <b>08/13/12</b>
TURBO	M / MC	AIR COND.	P. S.	TAG NO. <b>4955</b>
RESIDENCE PHONE	TIME RECEIVED <b>12:06pm</b>	TRANS	MILEAGE <b>3,101</b>	ASM NO. <b>89832</b>
BUSINESS PHONE	DATE / TIME PROMISED <b>08/13/12 04:00pm</b>	SUBLET: <b>[REDACTED]</b>		
<p style="text-align: center;">X          ADVISOR: DOUG PRICE</p>				

*OK to order windshield*

**RECOMMENDED SERVICES**

OPERATION	OPERATION DESCRIPTION	MO / MI	TOTAL
03TOZEI	EMISSIONS INSPECTION	MI	

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. Not responsible for damage from freezing due to lack of anti-freeze.

PRELIMINARY ESTIMATE \$ \_\_\_\_\_

AUTHORIZED BY: **X**

REVISED ESTIMATE (1)	\$	DATE	TIME	BY
REVISED ESTIMATE (2)	\$			
REVISED ESTIMATE (3)	\$			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X \_\_\_\_\_  
 CUSTOMER SIGNATURE

**LABOR INSTRUCTIONS**

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X

COMMENTS :  
 WAIT 89832, SEE GEOFF OR LEO ONLY

1 C 61TOZZ **WINDSHIELD CONCERN**  
 VISION PRISMS AT A DISTANCE IN THE DARK, CUSTOMER STATES  
 DISTORTION IN WINDSHIELD RIGHT LOWER PASSENGER SIDE

**WARRANTY PARTS RECEIVED:**

NO. OF PARTS: \_\_\_\_\_

DATE: \_\_\_\_\_

PARTS COUNTER INITIALS: \_\_\_\_\_

TECHNICIAN INITIALS: \_\_\_\_\_

F % \_\_\_\_\_

R % \_\_\_\_\_

QC TECHNICIAN \_\_\_\_\_

MILEAGE OUT \_\_\_\_\_

OWNER NOTIFIED OF COMPLETION \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_ AM PM BY \_\_\_\_\_



10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955



fairwaytoyota.com

0101ITOC5792328

CUSTOMER NO.	129006	ADVISOR	ERIK STILES	130761	TAG NO.	4091	INVOICE DATE	08/20/12	INVOICE NO.	TOCS792328
		LICENSE NO.			MILEAGE	4,166	PLATE	NAUTICAL BL	PO#	105745
		YEAR/MAKE/MODEL	12/TOYOTA/PRIUS/PRIUS2 5DR HYBRIDSDN			DELIVERY DATE	05/21/12	DELIVERY MILES	20	
	MANASSAS, VA	VEHICLE TAG NO.	JTDKN3DU2C1			DEALER NO.	45055	PRODUCTION DATE	05/30/12	
		F.T.E. NO.		P.O. NO.		R.O. DATE	08/20/12			
		COMMENTS								MO: 4166

JOB# 1 CHARGES

LABOR					INTERNAL
J# 1 98TOZ08C	RENTAL COUPON, ANNUAL	TECH(S): 70			
OWNER PRESENTED ANNUAL COUPON RECEIVED AT TIME OF SALE FOR FREE RENTAL, ONCE PER CALENDAR YEAR.					
SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	INTERNAL
	1106729		08/20/12	REN 10 3124	0.00
TOTAL - SUBLET					0.00
JOB# 1 TOTALS					
JOB# 1 JOURNAL PREFIX TOCS					0.00

JOB# 2 CHARGES

LABOR					WARRANTY
J# 2 98TOZ50P	SPEC ORDERED PARTS	TECH(S): 70			
CUST STATES THAT THE WINDSHIELD IS DISTORTED AND NEEDS REPLACED/ SOP PARTS IN SERVICE WINDSHIELD DISTORTED. INSTALLED WINDSHIELD.					
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
	1	56101-47994	GLASS SUB-ASSY, W		
TOTAL - PARTS					0.00
SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	WARRANTY
	1106746		08/20/12	REPLACE WINDSHIELD	0.00
TOTAL - SUBLET					0.00
JOB# 2 TOTALS					
JOB# 2 JOURNAL PREFIX TOCS					0.00

JOB# 3 CHARGES

LABOR					0.00
J# 3 05TOZA	NO SSC'S APPLY/AVAIL	TECH(S): 70			
DURING TODAY'S SERVICE VISIT, WE CHECKED YOUR VEHICLE FOR ANY OUTSTANDING CAMPAIGNS. THERE ARE NONE AT THIS TIME.					
JOB# 3 TOTALS					
JOB# 3 JOURNAL PREFIX TOCS					0.00

COMMENTS  
DROP DP89832 126739

**STATEMENT OF DISCLAIMER**  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



PARTS & SERVICE



10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955



0101ITOC5792328

ourismanfairfaxtoyota.com

CUSTOMER NO. 129006	ADVISOR ERIC STILES	130761	TAG NO. 4091	INVOICE DATE 08/20/12	INVOICE NO. T0CS792328
	LICENSE NO. [REDACTED]		MILEAGE 4,166	DESCRIPTION NAUTICAL BL	FO5745
	YEAR/MAKE/MODEL 12/TOYOTA/PRIUS/PRIUS2 5DR HYBRIDSDN			DELIVERY DATE 05/21/12	DELIVERY MILES 20
MANASSAS, VA [REDACTED]	VEHICLE ID NO. JTDBKN3DU2C1 [REDACTED]			FINANCIAL DEALER NO. 45055	PRODUCTION DATE 09/30/12
	F.T.E. NO.		P.O. NO.	R.O. DATE 08/20/12	
RE [REDACTED]	COMMENTS				MO: 4166

**TOTALS**

THANK YOU FOR CHOOSING OURISMAN FAIRFAX TOYOTA! WE APPRECIATE YOUR PATRONAGE, AND VALUE YOUR OPINIONS. VIRTUALLY ALL REPAIRS ARE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR ONE YEAR WITHOUT MILEAGE LIMITATION. NO GUARANTEE IS OFFERED ON USED, AFTERMARKET (NON-TOYOTA), CUSTOMER, OR THIRD-PARTY SUPPLIED PARTS. IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, YOUR VEHICLE, OR SERVICE IN GENERAL, PLEASE FEEL FREE TO ASK ANY OF OUR ASSISTANT SERVICE MANAGERS. ALTHOUGH WE MAY NOT ALWAYS KNOW THE ANSWER, WE CAN USUALLY FIND THE ANSWER. YOUR COMPLETE SATISFACTION IS OUR HIGHEST PRIORITY. OUR GOAL IS TO OFFER THE HIGHEST LEVEL OF CUSTOMER SERVICE AND AFTER-SALE CARE AVAILABLE IN OUR MARKET AREA. THANK YOU FOR ALLOWING US TO BE THE MOST-FREQUENTLY-SELECTED TOYOTA SERVICE DEPARTMENT IN VIRGINIA.

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
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



PARTS & SERVICE







10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955



035055  
A  
9/15/12



0101ITOWS792328

ourismanfairfaxtoyota.com

CUSTOMER NO.	129006	ADVISOR	ERIK STILES	130761	TAG NO.	4091	INVOICE DATE	08/20/12	INVOICE NO.	TOWS792328	
		LICENSE NO.			MILEAGE	4,166	COLOR	NAUTICAL BL	STOCK NO.	105745	
		YEAR / MAKE / MODEL	12 / TOYOTA / PRIUS / PRIUS2 5DR HYBRIDSDN			DELIVERY DATE	05/21/12	DELIVERY MILES	20		
	MANASSAS, VA	VEHICLE I.D. NO.	JTDKN3DU2C1			SELLING DEALER NO.	45055	PRODUCTION DATE	03/30/12		
		F.T.E. NO.		P.O. NO.		R.O. DATE	08/20/12				
RE		COMMENTS									MO: 4166

JOB# 2 CHARGES

LABOR  
J# 2 98TOZSOP SPEC. ORDERED PARTS HOURS: TECH(S):70 0.00  
CUST STATES THAT THE WINDSHIELD IS DISTORTED AND NEEDS REPLACED/ SOP PARTS IN SERVICE WINDSHIELD DISTORTED. INSTALLED WINDSHIELD.

CLAIM #---WARRANTY OP. CODES---FLAT HRS.--OTHER HRS.--FC -- AUTH. CODE--CLAIM TYPE  
792328 ~~554011~~ 554991 0.00 REG

PARTS	QTY	FP NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
	1	56101-47994	GLASS SUB-ASSY. W	657.52	657.52	976.51	976.51
			COST TOTAL	657.52	657.52		976.51
			TOTAL - PARTS				976.51

SUBLET---PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
1106746 08/20/12 REPLACE WINDSHIELD 200.00  
TOTAL - SUBLET 200.00

JOB# 2 TOTALS-----  
PARTS 976.51  
SUBLET 200.00  
JOB# 2 JOURNAL PREFIX TOWS JOB# 2 TOTAL 1176.51

COMMENTS  
DROP DP89832 126739

R/O TAX 0.00  
R/O TOTALS 1176.51

WARRANTY CLAIM DETAIL TOTALS-----

CLAIM#	LABOR	PARTS	SUB.LAB.	SUB.PART	GOG	MISC	TAX	TOTAL
792328	0.00	976.51	200.00	0.00	0.00	0.00	0.00	1176.51
CLAIM TOTALS	0.00	976.51	200.00	0.00	0.00	0.00	0.00	1176.51

STATEMENT OF DISCLAIMER  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



PARTS & SERVICE

APPROVED BY SIGNATURE

Handwritten notes at bottom right corner.

Why Go Anywhere Else



10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955

ismenfairfaxtoyota.com



0101ITOC5793065

CUSTOMER NO. <b>129006</b>	ADVISOR <b>GEOFF BENNETT</b>	TAG NO. <b>89766</b>	INVOICE DATE <b>08/24/12</b>	INVOICE NO. <b>TOCS793065</b>
LICENSE NO.	MILEAGE <b>4,295</b>	COLOR <b>NAUTICAL BL</b>	STOCK NO. <b>105745</b>	
YEAR / MAKE / MODEL <b>12 / TOYOTA / PRIUS / PRIUS2 5DR HYBRIDSDN</b>	DELIVERY DATE <b>05/21/12</b>	DELIVERY MILES <b>20</b>		
VEHICLE I.D. NO. <b>JTDKN3DU2C1</b>	SELLING DEALER NO. <b>45055</b>	PRODUCTION DATE <b>03/30/12</b>		
F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/24/12</b>		
COMMENTS				MO: 4295

JOB# 1 CHARGES

LABOR  
# 1 61TOZ06 GLASS TECH(S):70 INTERNAL

CUSTOMER STATES AFTER WINDSHIELD REPLACEMENT, SHE CAN STILL SEE VARIATIONS IN THE GLASS (WAVES AND A PRISM). FTS FARNSWORTH WILL BE VIEWING THE VEHICLE WITH CUSTOMER. FTS DID NOT NOTICE PRISM EFFECT WITH WINDSHIELD. SUGGESTED CUSTOMER VIEW ANOTHER PRIUS TO SEE IF THEY FEEL THE SAME CONDITION EXISTS. HE DID NOT VIEW VEHICLE IN A DARK SETTING. ORIGINAL COMPLAINT OF WINDSHIELD CONCERN WAS VIEWED IN A DARK SETTING BEFORE AND AFTER REPAIRS WERE MADE. IT WAS ALSO COMPARED TO ANOTHER IN STOCK VEHICLE AND ANOTHER CUSTOMER OWNED VEHICLE ON THE PREMISES. THE ORIGINAL GLASS DID EXHIBIT THE EFFECT NOTICED BY CUSTOMER. THE REPLACEMENT GLASS DID NOT EXHIBIT THE SAME CONCERNS. SERVICE MANAGER LEO GEBALLA VIEWED VEHICLE BEFORE AND AFTER INITIAL REPAIRS.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

COMMENTS  
WAITING GB

TOTALS

THANK YOU FOR CHOOSING OURISMAN FAIRFAX TOYOTA! WE APPRECIATE YOUR PATRONAGE, AND VALUE YOUR OPINIONS. VIRTUALLY ALL REPAIRS ARE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR ONE YEAR WITHOUT MILEAGE LIMITATION. NO GUARANTEE IS OFFERED ON USED, AFTERMARKET (NON-TOYOTA), CUSTOMER, OR THIRD-PARTY SUPPLIED PARTS. IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, YOUR VEHICLE, OR SERVICE IN GENERAL, PLEASE FEEL FREE TO ASK ANY OF OUR ASSISTANT SERVICE MANAGERS. ALTHOUGH WE MAY NOT ALWAYS KNOW THE ANSWER, WE CAN USUALLY FIND THE ANSWER.

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

YOUR COMPLETE SATISFACTION IS OUR HIGHEST PRIORITY. OUR GOAL IS TO OFFER THE HIGHEST LEVEL OF CUSTOMER SERVICE AND AFTER-SALE CARE AVAILABLE IN OUR MARKET AREA. THANK YOU FOR ALLOWING US TO BE THE MOST-FREQUENTLY-SELECTED TOYOTA SERVICE DEPARTMENT IN VIRGINIA.

**STATEMENT OF DISCLAIMER**  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



PARTS & SERVICE

CUSTOMER SIGNATURE

\*\*\*\*\*

DUPLICATE INVOICE

\*\*\*\*\*



Service (703) 359-2955

Monday - Friday 7:00 a.m. - 8:00 p.m.

Saturday 7:00 a.m. - 5:00 p.m.



0101J793065

STATE REG# 2

DATE	VEHICLE ID	MILEAGE	AS/JM	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
08/20/12	792328	4166	130761	70	I	98TOZ08C	RENTAL, COUPON, ANNUAL
08/13/12	791351	3101	89832	70	W	98TOZSOP	SPEC. ORDERED PARTS
				70	C	05TOZA	NO SSC'S APPLY/AVAIL
				70	I	61TOZZ	WINDSHIELD CONCERN

**S E R V I C E**

SALESPERSON NO. 128710 DOUGLAS R YALE

VEHICLE ID NO. <b>JTDKN3DU2C1</b>		YEAR / MAKE / MODEL 12/1 JYOTA/PRIUS/PRIUS2 5DR HYBRIDSD			STOCK NO. 105745	LICENSE NO.	R. O. NO. 793065
CUSTOMER NO. 129006		SERVICE CONTRACT		DELIVERY DATE 05/21/12	DELIVERY MILES 20	SELLING DEALER NO. 45055	R. O. DATE 08/24/12
MANASSAS, VA		COLOR NAUTICAL BLUE/GRA		CONTRACT NO.	EXPIRATION DATE 05/21/19	EXPIRATION MILES 70,000	TAG NO.
RESIDENCE PHONE		TIME RECEIVED 10:27am	SUBJECT:		TURBO TOZZ	ASM NO. 89766	PRODUCTION DATE 03/30/12
BUSINESS PHONE		SALE TIME PROMISED 08/24/12 11:00am		ADVISOR: GEOFF BENNETT			

**JOB LABOR INSTRUCTIONS**

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X \_\_\_\_\_

COMMENTS:  
WAITING GB

1 | 61TOZ06 GLASS  
CUSTOMER STATES AFTER WINDSHIELD REPLACEMENT, SHE CAN STILL SEE VARIATIONS IN THE GLASS (WAVES AND A PRISM). FTS FARNSWORTH WILL BE VIEWING THE VEHICLE WITH CUSTOMER.

OWNER NOTIFIED OF COMPLETION \_\_\_\_\_ AM \_\_\_\_\_ PM BY \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ TECHNICIANS \_\_\_\_\_

WARRANTY PARTS RECEIVED:

NO. OF PARTS: \_\_\_\_\_

DATE: \_\_\_\_\_

PARTS COUNTER INITIALS: \_\_\_\_\_

TECHNICIAN INITIALS: \_\_\_\_\_

F % \_\_\_\_\_

R % \_\_\_\_\_

QC TECHNICIAN \_\_\_\_\_

MILEAGE OUT \_\_\_\_\_

**RECOMMENDED SERVICES**

OPERATION	OPERATION DESCRIPTION	MO / MI	TOTAL
03TOZEI	EMISSIONS INSPECTION	MI	
01TOZ	RECOMMENDED MAINT	MI	

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. Not responsible for damage from freezing due to lack of anti-freeze.

PRELIMINARY ESTIMATE \$ \_\_\_\_\_

AUTHORIZED BY: X

REVISED ESTIMATE	AMOUNT	DATE	TIME	BY
ESTIMATE (1)	\$			
ESTIMATE (2)	\$			
ESTIMATE (3)	\$			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X \_\_\_\_\_  
CUSTOMER SIGNATURE





10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955



0101ITOC5793728

ourismanfairfaxtoyota.com

CUSTOMER NO. <b>129006</b>	ADVISOR <b>LEO GEBALLA</b>	65146	TAG NO. <b>5171</b>	INVOICE DATE <b>08/31/12</b>	INVOICE NO. <b>TOCS793728</b>
LICENSE NO.			MILEAGE <b>4,452</b>	COLOR <b>NAUTICAL BL</b>	STOCK NO. <b>105745</b>
YEAR / MAKE / MODEL <b>12/TOYOTA/PRIUS/PRIUS2 5DR HYBRIDSDN</b>	MANASSAS, VA			DELIVERY DATE <b>05/21/12</b>	DELIVERY MILES <b>20</b>
VEHICLE I.D. NO. <b>J T D K N 3 D U 2 C 1</b>				SELLING DEALER NO. <b>45055</b>	PRODUCTION DATE <b>03/30/12</b>
F.T.E. NO.	P.O. NO.			R.O. DATE <b>08/29/12</b>	
RES					MO: 4455

JOB# 4 CHARGES		
LABOR		
J# 4 98TOZ08	OURISMAN RENTAL CAR	TECH(S):70
	OURISMAN RENTAL CAR ISSUED	INTERNAL
SUBLET	PO#	VEND INV#-INV.DATE-DESCRIPTION
	1107078	08/29/12 REN 102951
		TOTAL - SUBLET
		INTERNAL 0.00
JOB# 4 TOTALS		
	JOB# 4 JOURNAL PREFIX TOCS	JOB# 4 TOTAL 0.00
JOB# 5 CHARGES		
LABOR		
J# 5 22TOZ05KSYN	TOYOTA CARE 5K SYNTH	TECH(S):123167
	PERFORM TOYOTA CARE 5000 MILE MAINTENANCE ON A TOYOTA	33.60
	VEHICLE RETAILED ON OR AFTER JANUARY 1, 2011, AND	
	EQUIPPED WITH SYNTHETIC OIL.	
	REGULAR MAINTENANCE BY TIME/MILEAGE	
	5,000 Mile or 6 Month Svc (No Oil Chg) at 5000	
MISC	CODE	DESCRIPTION
	TC	TOYOTA CARE
		CONTROL NO. 793728
		TOTAL - MISC -33.60
JOB# 5 TOTALS		
	LABOR	33.60
	MISC	-33.60
	JOB# 5 JOURNAL PREFIX TOTS	JOB# 5 TOTAL 0.00

STATEMENT OF DISCLAIMER  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



PARTS & SERVICE

COMMENTS  
DROP GB



10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955



0101ITOC5793728

ourismanfairfaxtoyota.com

CUSTOMER NO. <b>129006</b>	ADVISOR <b>LEO GEBALLA</b>	65146	TAG NO. <b>5171</b>	INVOICE DATE <b>08/31/12</b>	INVOICE NO. <b>TOCS793728</b>
	LICENSE NO.		MILEAGE <b>4,452</b>	COLOR <b>NAUTICAL BL</b>	STOCK NO. <b>105745</b>
MANASSAS, VA	YEAR / MAKE / MODEL <b>12 / TOYOTA / PRIUS / PRIUS2 5DR HYBRIDSDN</b>			DELIVERY DATE <b>05/21/12</b>	DELIVERY MILES <b>20</b>
	VEHICLE I.D. NO. <b>JTJDKN3DU2C1</b>			SELLING DEALER NO. <b>45055</b>	PRODUCTION DATE <b>03/30/12</b>
	F.T.E. NO.		P.O. NO.	F.O. DATE <b>08/29/12</b>	
RE	COMMENTS				<b>MO: 4455</b>

TOTALS

THANK YOU FOR CHOOSING OURISMAN FAIRFAX TOYOTA! WE APPRECIATE YOUR PATRONAGE, AND VALUE YOUR OPINIONS. VIRTUALLY ALL REPAIRS ARE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR ONE YEAR WITHOUT MILEAGE LIMITATION. NO GUARANTEE IS OFFERED ON USED, AFTERMARKET (NON-TOYOTA), CUSTOMER, OR THIRD-PARTY SUPPLIED PARTS. IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, YOUR VEHICLE, OR SERVICE IN GENERAL, PLEASE FEEL FREE TO ASK ANY OF OUR ASSISTANT SERVICE MANAGERS. ALTHOUGH WE MAY NOT ALWAYS KNOW THE ANSWER, WE CAN USUALLY FIND THE ANSWER. YOUR COMPLETE SATISFACTION IS OUR HIGHEST PRIORITY. OUR GOAL IS TO OFFER THE HIGHEST LEVEL OF CUSTOMER SERVICE AND AFTER-SALE CARE AVAILABLE IN OUR MARKET AREA. THANK YOU FOR ALLOWING US TO BE THE MOST-FREQUENTLY-SELECTED TOYOTA SERVICE DEPARTMENT IN VIRGINIA.

TOTAL LABOR....	33.60
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	-33.60
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**STATEMENT OF DISCLAIMER**  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



PARTS & SERVICE





10441 Fairfax Blvd. (Lee Hwy.)  
Fairfax, VA 22030  
(703) 359-2955



0101ITOC5793728

ourismanfairfaxtoyota.com

CUSTOMER NO. 129006	ADVISOR LEO GEBALLA	65146	TAG NO. 5171	INVOICE DATE 08/31/12	INVOICE NO. T0CS793728
	LICENSE NO. [REDACTED]		MILEAGE 4,452	COLOR NAUTICAL BL	BOOK NO. T05745
MANASSAS, VA	YEAR/MAKE/MODEL 12/TOYOTA/PRIUS/PRIUS2 5DR HYBRIDSDN			DELIVERY DATE 05/21/12	DELIVERY MILES 20
	VEHICLE ID NO. JTDBKN3DU2C1 [REDACTED]			SELLING DEALER NO. 45055	PRODUCTION DATE 03/30/12
	F.T.E. NO.		P.O. NO.	R.O. DATE 08/29/12	
RE [REDACTED]	COMMENTS				MO: 4455
	TOTAL	SUBLET			0.00

JOB# 4 TOTALS	JOB# 4 JOURNAL PREFIX TOCS	JOB# 4 TOTAL	0.00
JOB# 5 CHARGES			
LABOR			
# 5 22TOZ05KSYN TOYOTA CARE 5K SYNTH	TECH(S): 123167		33.60
PERFORM TOYOTA CARE 5000 MILE MAINTENANCE ON A TOYOTA VEHICLE RETAILED ON OR AFTER JANUARY 1, 2011, AND EQUIPPED WITH SYNTHETIC OIL. REGULAR MAINTENANCE BY TIME/MILEAGE 5,000 Mile or 6 Month Svc (No Oil Chg) at 5000			
MISC	CODE	DESCRIPTION	CONTROL NO.
		TC TOYOTA CARE	793728
		TOTAL - MISC	-33.60
JOB# 5 TOTALS		LABOR	33.60
		MISC	-33.60
	JOB# 5 JOURNAL PREFIX TOTS	JOB# 5 TOTAL	0.00

COMMENTS  
DROP GB

TOTALS

THANK YOU FOR CHOOSING OURISMAN FAIRFAX TOYOTA! WE APPRECIATE YOUR PATRONAGE, AND VALUE YOUR OPINIONS. VIRTUALLY ALL REPAIRS ARE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR ONE YEAR WITHOUT MILEAGE LIMITATION. NO GUARANTEE IS OFFERED ON USED, AFTERMARKET (NON-TOYOTA), CUSTOMER, OR THIRD-PARTY SUPPLIED PARTS. IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, YOUR VEHICLE, OR SERVICE IN GENERAL, PLEASE FEEL FREE TO ASK ANY OF OUR ASSISTANT SERVICE MANAGERS. ALTHOUGH WE MAY NOT ALWAYS KNOW THE ANSWER, WE CAN USUALLY FIND THE ANSWER. YOUR COMPLETE SATISFACTION IS OUR HIGHEST PRIORITY. OUR GOAL IS TO OFFER THE HIGHEST LEVEL OF CUSTOMER SERVICE AND AFTER-SALE CARE AVAILABLE IN OUR MARKET AREA. THANK YOU FOR ALLOWING US TO BE THE MOST-FREQUENTLY-SELECTED TOYOTA SERVICE DEPARTMENT IN VIRGINIA.	TOTAL LABOR....	33.60
	TOTAL PARTS....	0.00
	TOTAL SUBLET...	0.00
	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	-33.60
	TOTAL TAX.....	0.00
	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**STATEMENT OF DISCLAIMER**  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



PARTS & SERVICE

CUSTOMER SIGNATURE \_\_\_\_\_  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*




# Ourisman Quality Vehicle Inspection

Customer Name: [REDACTED] Year/Model: 97 Buick Date: 8-29-02

Mileage: 4452 VIN: [REDACTED] Repair Order #: 795728

Assistant Service Manager: \_\_\_\_\_ Technician: 4452

CHECKED AND OKAY	
SERVICE SOON / MAINTENANCE RECOMMENDED	
REQUIRES IMMEDIATE ATTENTION	
INTERIOR/EXTERIOR	
<input checked="" type="checkbox"/>	<input type="checkbox"/> Head Lights / Tail Lights / Turn Signals / Brake Lights / Hazard Warning Lights / Exterior Lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/> Windshield Washer Spray / Wiper Operation / Wiper Blades
<input checked="" type="checkbox"/>	<input type="checkbox"/> Windshield Condition / Inspection Expires _____
<input checked="" type="checkbox"/>	<input type="checkbox"/> Upholstery / Carpet / Floor Mats / Mirrors / Glass
<input checked="" type="checkbox"/>	<input type="checkbox"/> Emergency Brake Adjustment
<input checked="" type="checkbox"/>	<input type="checkbox"/> Horn Operation
<input checked="" type="checkbox"/>	<input type="checkbox"/> Fuel Tank Cap Gasket
<input checked="" type="checkbox"/>	<input type="checkbox"/> Air Conditioning Filter (if equipped)
<input checked="" type="checkbox"/>	<input type="checkbox"/> License Plate Exp. Date _____
UNDER VEHICLE	
<input checked="" type="checkbox"/>	<input type="checkbox"/> Shock Absorbers / Suspension
<input checked="" type="checkbox"/>	<input type="checkbox"/> Steering Gear Box / Linkage and Boots / Ball Joints / Dust Covers
<input checked="" type="checkbox"/>	<input type="checkbox"/> Muffler / Exhaust Pipes / Mountings
<input checked="" type="checkbox"/>	<input type="checkbox"/> Engine Oil and/or Fluid Leaks
<input checked="" type="checkbox"/>	<input type="checkbox"/> Brake Lines / Hoses / Parking Brake Cable
<input checked="" type="checkbox"/>	<input type="checkbox"/> Drive Shaft Boots / Constant Velocity Boots / U-joints / Transmission Linkage (if equipped)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission / Differential / Transfer Case (Check Fluid Level, Fluid Condition and Fluid Leaks)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Fuel Lines and Connections / Fuel Tank Bank / Fuel Tank Vapor Vent System Hoses
<input checked="" type="checkbox"/>	<input type="checkbox"/> Inspect Nuts and Bolts on Body Chassis
UNDER HOOD	
<input checked="" type="checkbox"/>	<input type="checkbox"/> Fluid Levels: Oil / Coolant / Battery / Power Steering / Brake Fluid / Washer / Automatic Transmission
<input checked="" type="checkbox"/>	<input type="checkbox"/> Enging Air Filter
<input checked="" type="checkbox"/>	<input type="checkbox"/> Drive Belts (condition and adjustment)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Engine Coolant Protection _____
<input checked="" type="checkbox"/>	<input type="checkbox"/> Cooling System Hoses / Heater Hoses / Air Conditioning Hoses and Connections
<input checked="" type="checkbox"/>	<input type="checkbox"/> Radiator Core / Air Conditioning Condenser (if equipped)

CHECKED AND OKAY	
SERVICE SOON / MAINTENANCE RECOMMENDED	
REQUIRES IMMEDIATE ATTENTION	
BATTERY PERFORMANCE	
<input checked="" type="checkbox"/>	<input type="checkbox"/> Battery Terminals / Cables / Mountings
<input checked="" type="checkbox"/>	<input type="checkbox"/> Check Condition of Battery (Storage Capacity Test)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Pass <input type="checkbox"/> Recharge Retest <input type="checkbox"/> Fail
BRAKE AND TIRE	
<b>Left Front</b> <input checked="" type="checkbox"/> Brake Lining <u>9</u> mm <input checked="" type="checkbox"/> Tire Tread <u>7</u> 32nds <input checked="" type="checkbox"/> Wear Pattern <u>✓</u> <input checked="" type="checkbox"/> Tire Pressure <u>35</u> psi	<b>Right Front</b> <input checked="" type="checkbox"/> Brake Lining <u>7</u> mm <input checked="" type="checkbox"/> Tire Tread <u>6</u> 32nds <input checked="" type="checkbox"/> Wear Pattern <u>✓</u> <input checked="" type="checkbox"/> Tire Pressure <u>35</u> psi
<b>Left Rear</b> <input checked="" type="checkbox"/> Brake Lining <u>7</u> mm <input checked="" type="checkbox"/> Tire Tread <u>4</u> 32nds <input checked="" type="checkbox"/> Wear Pattern <u>✓</u> <input checked="" type="checkbox"/> Tire Pressure <u>35</u> psi	<b>Right Rear</b> <input checked="" type="checkbox"/> Brake Lining <u>7</u> mm <input checked="" type="checkbox"/> Tire Tread <u>4</u> 32nds <input checked="" type="checkbox"/> Wear Pattern <u>✓</u> <input checked="" type="checkbox"/> Tire Pressure <u>35</u> psi
	
Inspect Brake Lining	Inspect Tire Wear
<input type="checkbox"/> Brake Inspection Not Performed This Visit	

COMMENTS / ESTIMATES

---



---



---



---



---



---



Service (703) 359-2955

Monday - Friday 7:00 a.m. - 8:00 p.m.

Saturday 7:00 a.m. - 5:00 p.m.



0101J793728

STATE REG# 2

DATE	REPAIR ORDER	MILEAGE	ASM	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
08/24/12	793065	4295	89766	70	I	61TOZ06	GLASS
08/20/12	792328	4166	130761	70	I	98TOZ08C	RENTAL, COUPON, ANNUAL
				70	W	98TOZSOP	SPEC. ORDERED PARTS
				70	C	05TOZA	NO SSC'S APPLY/AVAIL
08/13/12	791351	3101	89832	70	I	61TOZZ	WINDSHIELD CONCERN

S E R V I C E

SALESPERSON NO. 128710

VEHICLE ID NO. <b>JTDKN3DU2C1</b>		YEAR / MAKE / MODEL <b>12 / TOYOTA / PRIUS/PRIUS2 5DR HYBRIDSD</b>			STOCK NO. <b>105745</b>	LICENSE NO. <b>[REDACTED]</b>	R. O. NO. <b>793728</b>
CUSTOMER NO. <b>129006</b>		SERVICE CONTRACT		DELIVERY DATE <b>05/21/12</b>	DELIVERY MILES <b>20</b>	SELLING DEALER NO. <b>45055</b>	R. O. DATE <b>08/29/12</b>
MANASSAS, VA		CONTRACT NO.		EXPIRATION DATE <b>05/21/19</b>	EXPIRATION MILES <b>70,000</b>	TAG NO. <b>5171</b>	
TURBO	M / MC	AIR COND.	P. S.	TRANS	MILEAGE	ASM NO. <b>0 65146</b>	PRODUCTION DATE <b>03/30/12</b>
SUBJECT:							
RESIDENCE PHONE	TIME RECEIVED <b>11:06am</b>						
DATE / TIME PROMISED <b>08/29/12 09:00pm</b>							
<b>X</b>							
<b>ADVISOR: LEO GEBALLA</b>							

JOB LABOR INSTRUCTIONS

**TINSFL ToyotaCare Inspect Fluid Levels/Adj/Top Off As Necessary 10/12**  
**TMULTI ToyotaCare Multi-Point Inspection Worksheet 10/12**  
**TRESETLT ToyotaCare Reset MAINT REQD Light (If Equipped) 10/12**  
**TROT ToyotaCare Rotate Tires 10/12**  
**TVIBLDPD ToyotaCare Visually Inspect Brake Lining/Drum/Pads/Discs 10/12**  
**PERFORM TOYOTA CARE 5000 MILE MAINTENANCE ON A TOYOTA VEHICLE RETAILED ON OR AFTER JANUARY 1, 2011, AND EQUIPPED WITH SYNTHETIC OIL.**

WARRANTY PARTS RECEIVED:

NO. OF PARTS: \_\_\_\_\_

DATE: \_\_\_\_\_

PARTS COUNTER INITIALS: \_\_\_\_\_

TECHNICIAN INITIALS: \_\_\_\_\_

F % \_\_\_\_\_

R % \_\_\_\_\_

CC TECHNICIAN \_\_\_\_\_

MILEAGE OUT \_\_\_\_\_

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO / MI	TOTAL
01TOZEI	EMISSIONS INSPECTION	MI	
01TOZ	RECOMMENDED MAINT.	MI	

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. Not responsible for damage from freezing due to lack of anti-freeze.

PRELIMINARY ESTIMATE \$ \_\_\_\_\_

AUTHORIZED BY: **X**

REVISED ESTIMATE (1)	\$	DATE	TIME	BY
REVISED ESTIMATE (2)	\$			
REVISED ESTIMATE (3)	\$			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES.

**X** CUSTOMER SIGNATURE

OWNER NOTIFIED OF COMPLETION \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ AM PM BY \_\_\_\_\_



**National Center for Dispute Settlement**

October 10, 2012

43230 Garfield • Suite 130  
Clinton Township, MI 48038  
(800) 936-4303  
(586) 226-2470  
Fax: (586) 226-2559

[REDACTED]  
Manassas, VA [REDACTED]

RE: CASE # 8012096

(MADE A MISTAKE)

Dear [REDACTED]

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

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

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

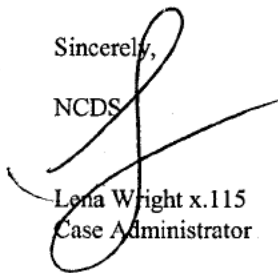
If you do not agree to any settlement offer, the dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept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

If you have not done so already, please provide us with copies of all relevant service tickets, as well as a copy of your title, current registration and Bill of Sale or Lease Contract. Your participation in the Dispute Settlement Program does not relieve a vehicle owner of any obligation to a lender or leasing agent.

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

Sincerely,

NCDS

  
Lena Wright x.115  
Case Administrator

Enclosures: as noted

cc: Central Atlantic Toyota Distributors, Inc.



**National Center for Dispute Settlement**

43230 Garfield • Suite 130  
Clinton Township, MI 48038  
(800) 936-4303  
(586) 226-2470  
Fax: (586) 226-2559

October 22, 2012

[REDACTED]  
Manassas, VA [REDACTED]

**RE: CASE # 8012096**

Dear [REDACTED]

We received your information on October 22, 2012. Please be advised we will make this a part of the file, as well as forward copies to the Manufacturer and the Arbitrator.

Sincerely,

NCDS

Lena Wright x.115  
Case Administrator

Enclosures: as noted

cc: Central Atlantic Toyota Distributors, Inc.  
Barry W. Klein

NCDS

OCT 22 2012  
RECEIVED

[REDACTED]  
Manassas, VA  
[REDACTED]

October 18, 2012

Lena Wright,

As requested in the documentation that you recently sent me, you will find a copy of the title, current registration, and Bill of Sale for the 2012 Prius (VIN# JTDMN3DU2C1 [REDACTED]) for case number 8012096. Please let me know if there is any other information which will be needed for the arbitration as soon as possible. Thank you for your help in this matter.

Kindest regards,  
[REDACTED]

**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF MOTOR VEHICLES**

**CERTIFICATE OF TITLE FOR A VEHICLE**

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

ESTABLISHED 06/14/12 281 AD0087 ORIGINAL

VEHICLE IDENTIFICATION NO. JTDKN3DU2C1	YEAR 2012	MAKE TOYOTA	VEHICLE BODY 4D HB	TITLE NO. [REDACTED]					
EMPTY WGT. 2978	GROSS WGT.	GVWR	GCWR	AXLES 2	FUEL HYBR	SALES TAX PAID 742.92	ODOMETER *000020*	DATE ISSUED 06/14/12	
OTHER PERTINENT DATA 004044				ODOMETER BRAND ACTUAL					PRIOR TITLE NO.

Lienholder name(s) and address(es):  
**TOYOTA MOTOR CREDIT CORP**  
**260 INTERSTATE CIRCLE NW**  
**ATLANTA GA 30339**

THIS IS NOT A TITLE NUMBER  
**G 25223489**

LIEN RELEASE	[REDACTED]	RELEASED
	<i>[Signature]</i>	DATE

TOYOTA MOTOR CREDIT CORPORATION

MANASSAS VA



**A** Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name \_\_\_\_\_  
 Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
 DATE OF SALE \_\_\_\_\_ SALE PRICE \_\_\_\_\_  
 ODOMETER READING (No Tenths) \_\_\_\_\_  
 I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:  
 1. The mileage stated is in excess of its mechanical limits.  2. The odometer reading is not the actual mileage. **WARNING-ODOMETER DISCREPANCY**

Signature of Seller(s) \_\_\_\_\_ Printed Name of Seller(s) \_\_\_\_\_  
 Signature of Buyer(s) \_\_\_\_\_ Printed Name of Buyer(s) \_\_\_\_\_  
 I am aware of the above odometer certification made by the Seller(s)  
 I am aware of the above odometer certification made by the Seller(s)

⚡ DETACH HERE ⚡

Dealer's No. \_\_\_\_\_ Licensing Jurisdiction \_\_\_\_\_

TOYOTA MOTOR CREDIT CORP  
 260 INTERSTATE CIRCLE NW  
 ATLANTA GA 30339



ANY ALTERATIONS OR ERASURE WILL VOID THIS CERTIFICATE OF TITLE AND IT MUST THEN BE SURRENDERED TO SECURE A REPLACEMENT TITLE. PURCHASER MUST SECURE A NEW TITLE, OR SURRENDER THIS ONE TO DMV WITHIN 30 DAYS OF SALE DATE.

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete the odometer disclosure statement or providing a false statement may result in fines and/or imprisonment.

D DEALER REASSIGNMENT	I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____	
	Buyer(s) Printed Name _____ Buyer(s) Address _____	Buyer(s) Signature _____ City _____ State _____ Zip Code _____
	ODOMETER READING (No. Tenths): _____	I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING-ODOMETER DISCREPANCY</b>
	Dealer(s) Signature _____	Dealer(s) Printed Name _____ Dealer Number _____ Licensing Jurisdiction _____
The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.		
C DEALER REASSIGNMENT	I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____	
	Buyer(s) Printed Name _____ Buyer(s) Address _____	Buyer(s) Signature _____ City _____ State _____ Zip Code _____
	ODOMETER READING (No. Tenths): _____	I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING-ODOMETER DISCREPANCY</b>
	Dealer(s) Signature _____	Dealer(s) Printed Name _____ Dealer Number _____ Licensing Jurisdiction _____
The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.		
D PERSONAL PROPERTY TAX RELIEF	<b>DOES YOUR VEHICLE QUALIFY FOR CAR TAX RELIEF?</b> If you can answer YES to any of the following questions, your motor vehicle is considered by State Law to have a business use and does NOT qualify for Personal Property Tax Relief. • Is more than 50% of the vehicle's annual mileage used as a business expense for federal income tax purposes OR reimbursed by an employer? • Is more than 50% of the depreciation associated with the vehicle deducted as a business expense for Federal Income Tax purposes? • Is the cost of the vehicle expensed pursuant to Section 179 of the Internal Revenue Service Code? • If the vehicle is leased by an individual, does the leasing company pay the tax without reimbursement from the individual? This vehicle is for <input type="checkbox"/> Personal Use <input type="checkbox"/> Business Use Check <u>one</u> of the boxes. See business use criteria above.	
E LIENOR'S NAME	LIENOR CODE	DATE OF LIEN
F LIEN INFO	ADDRESS	CITY STATE ZIP
G APPLICATION FOR REGISTRATION (LICENSE PLATES ISSUED)	VEHICLE COLOR _____ REGISTRATION PERIOD (check one): <input type="checkbox"/> One Year <input type="checkbox"/> Two Years (\$2 discount applies) REGISTRATION TYPE (check one): <input type="checkbox"/> Private <input type="checkbox"/> Rental <input type="checkbox"/> Volunteer Emergency Vehicle <input type="checkbox"/> For Hire FOR-HIRE VEHICLE USE (check all that apply): <input type="checkbox"/> Interstate Operations Only (Less than 28,001 lbs.) <input type="checkbox"/> Exempt Commodity Operations <input type="checkbox"/> Operating Authority <input type="checkbox"/> Leased to a Motor Carrier If you checked Operating Authority or Leased to a Motor Carrier, check all of the following for which the vehicle is used: <input type="checkbox"/> Carrier Passengers (Regular Routes) <input type="checkbox"/> Carrier Passengers (Irregular Routes) <input type="checkbox"/> Non-Profit/Tax-Exempt <input type="checkbox"/> Employee Hauler <input type="checkbox"/> Taxicab <input type="checkbox"/> Bulk Property Carrier <input type="checkbox"/> Contract Bus Carrier <input type="checkbox"/> Contract Passenger Carrier <input type="checkbox"/> Sight-Seeing Carrier <input type="checkbox"/> Household Goods Carrier <input type="checkbox"/> Property Carrier PERMANENT PLATES may be issued to trailers (except travel trailers), semi-trailers; trucks/tractor trucks with a GVWR or GCWR of more than 28,000 lbs.; taxis; common carrier for-hire vehicles; truck/tractor trucks with a GVWR or GCWR of 7,501 lbs. to 28,000 lbs. if used for business only or farming. TRAILER PERMANENT - one-time fee (check one): <input type="checkbox"/> Regular Size <input type="checkbox"/> Small Size (Gross weight of trailer must be 4,000 lbs. or less) FOR HIRE PASSENGER PERMANENT (check one): <input type="checkbox"/> E Permanent <input type="checkbox"/> Passenger Permanent <input type="checkbox"/> Great Seal Permanent <input type="checkbox"/> Mountain to Seashore Permanent <b>INSURANCE CERTIFICATION. I/WE CERTIFY THAT (CHECK ONE):</b> <input type="checkbox"/> THIS VEHICLE IS INSURED BY A LIABILITY POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN VIRGINIA AND IT WILL REMAIN INSURED WHILE REGISTERED. <input type="checkbox"/> THIS VEHICLE IS NOT INSURED; THEREFORE, I/WE ARE REMITTING THE APPLICABLE UNINSURED MOTOR VEHICLE FEE. (This fee provides NO insurance coverage). A VEHICLE MUST BE INSURED WITH LIABILITY COVERAGE WHEN IT IS REGISTERED, AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTOR VEHICLE FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.	
	<b>POWER OF ATTORNEY FOR NON-RESIDENT(S) AND CORPORATION(S) NOT DOMICILED IN VIRGINIA</b> PURSUANT TO THE PROVISIONS OF SECTION 46.2-601 OF THE CODE OF VIRGINIA, I/WE APPOINT THE COMMISSIONER OF THE DEPARTMENT OF MOTOR VEHICLES OF THE COMMONWEALTH OF VIRGINIA, TO BE MY/OUR TRUE AND LEGAL AGENT UPON WHOM ALL LEGAL PROCESSES AGAINST ME/US MAY BE SERVED IN ANY LEGAL PROCEEDING ARISING FROM THE OPERATION AND/OR USE OF ANY MOTOR VEHICLE REGISTERED IN MY/OUR NAME(S) IN THE COMMONWEALTH OF VIRGINIA. I/WE AGREE THAT ANY LAWFUL PROCESS OR NOTICE TO ME/US WHICH IS SERVED ON THE COMMISSIONER SHALL HAVE THE SAME LEGAL EFFECT AS IF SERVED ON ME/US WITHIN THE COMMONWEALTH OF VIRGINIA.	
G CERTIFICATION OF BUYER	NO PAPER TITLE - Check this box <input type="checkbox"/> if you do not want a paper title issued to you. An electronic Certificate of Title will remain on the file for this vehicle at DMV. If this application is for joint ownership, do you wish clear rights of ownership to be transferred to the surviving owner in the event of the death of either the owner or co-owner? <input type="checkbox"/> YES <input type="checkbox"/> NO Are any of the vehicle owners on active military duty or service? <input type="checkbox"/> YES <input type="checkbox"/> NO I/We certify and affirm under penalty of perjury that the information contained in this application is true and correct to the best of my/our knowledge. I/We understand it is unlawful to knowingly make a false statement and any violation may be prosecuted as a felony as provided in Virginia law.	DMV USE ONLY SALE PRICE \$ _____ BEFORE TRADE-IN ALLOWANCE TAX \$ _____ (MINIMUM TAX MAY APPLY) TITLE FEE \$ _____ TRANSFER FEE \$ _____ REG FEE \$ _____ WT INCREASE FEE \$ _____ PERSONALIZED PLATE FEE \$ _____ UMV FEE \$ _____ OTHER \$ _____ TOTAL \$ _____
	SIGNATURE OF APPLICANT _____ DATE _____ SOCIAL SECURITY NUMBER/FEIN OF APPLICANT _____ SIGNATURE OF CO-APPLICANT _____ DATE _____ SOCIAL SECURITY NUMBER/FEIN OF CO-APPLICANT _____ STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____ VEHICLE PRINCIPALLY GARAGED IN CITY, TOWN, COUNTY OR STATE OF _____ <input type="checkbox"/> CITY OR TOWN OF _____ <input type="checkbox"/> COUNTY OF _____	WITH LIEN <input type="checkbox"/> YES <input type="checkbox"/> NO Proof of Address (specify proof document presented) CLERK STAMP

Reassignment Form, Control No., (If applicable) \_\_\_\_\_

LOG# \_\_\_\_\_ PLATE TYPE \_\_\_\_\_ PLATE NO. \_\_\_\_\_ EXPIRE DATE \_\_\_\_\_ TITLE NUMBER \_\_\_\_\_ DMV USE ONLY



VIRGINIA MOTOR VEHICLE REGISTRATION

VSA-0 (REV08/06)

Title Number	Veh. Identification Number (VIN)	Date Issued	Plate Number	Plate Type	Sticker	Expiration Date			
	JTDKN3DU2C1	05/21/12		PA		11/30/13			
Vehicle Make	Model	Body	Year	Color	Fuel	Vehicle Use	Axles		
TOYOTA	PRIUS	HTCHBK 4D	2012	BLU	HYBR	PRIVATE	2		
Purchase Date	Odometer at Titling	Lien at Reg	EW	GW	GVWR	GCWR	Unit #		
05/21/12	20 ACTUAL	N	3525						

TRANSFER

[Redacted Address] MANASSAS, VA [Redacted]

XAR7659, PA, EXPIRING 11/30/13.

PRINCE WILLIAM COUNTY

CMA 281  
AD0087

DMV verifies insurance coverage of all registered vehicles. If you cancel your insurance, notify DMV and return the license plates. If you do not notify DMV, your driver's license will be suspended and all of your vehicle license plates will be cancelled.

This card must be carried in the motor vehicle when in operation but does not permit holder to operate a motor vehicle.



VSA-0 (08/06)

Virginia law requires you to notify DMV if you sell, trade or dispose of your vehicle or if you change your address.

If Your Vehicle Has Been Sold, Traded or Disposed of:

SOLD/TRADED/DISPOSED OF DATE	VEHICLE WAS SOLD/TRADED/DISPOSED OF:
	<input type="checkbox"/> IN VIRGINIA <input type="checkbox"/> OUT OF STATE (enter state name) _____

Mail this entire registration card to DMV, Attention: Data Integrity, P.O. Box 27412, Richmond, Virginia 23269-0001

If Your Are Changing Your Address - use one of the following methods to notify DMV.

- Visit the DMV web site at www.dmvNOW.com, select Address Change and complete the online transaction.
- Visit the DMV website at www.dmvNOW.com, select Forms and Publications - form ISD-01, Address Change Request. Complete form and send to DMV, Attention Data Integrity, P.O. Box 27412, Richmond Virginia 23269-0001.
- Call DMV at (804) 497-7100 and a customer service representative will assist you.

After your address change request is processed, all DMV mail addressed to you, including vehicle registration renewal and driver's license renewal notices, will be sent to the new address.

If you change your residence/home address or mailing address to a non-Virginia address your driver's license or your photo ID card may be cancelled.

**VIRGINIA BUYERS ORDER-NA**

JURISMAN FAIRFAX TOYOTA, INC.  
18441 LEE HIGHWAY  
FAIRFAX VA 22033  
WWW.JURISMANFAIRFAXTOYOTA.COM

STOCK NO. 125745  
DEAL NO. 92997

DATE OF SALE 05/21/2012

PURCHASER'S NAME		HOME ADDRESS	
CO. PURCHASER NAME		CITY, STATE, ZIP	
PLEASE ENTER MY ORDER FOR THE FOLLOWING:		COUNTY	
<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> USED	PRINCE WILLIAM	
YEAR 2012	MAKE TOYOTA	MODEL PRIUS	TYPE OF TRANSACTION <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE
MILEAGE 25	VIN JTDKR3DU201	TYPE/DOORS PRIUS 5	COLOR NAUTICAL BLUE
PRICE INCLUDING FREIGHT, HANDLING & DELIVERY			23994.00
ADDITIONAL ITEMS INCLUDED IN TOTAL PURCHASE PRICE:-->			361.00
TOTAL PURCHASE PRICE			24375.00
ROAD HAZARD \$ 361.00 INS. CO:GEICO			PROCESSING FEE FOR CONSUMER SERVICES \$389.00
AGENT NAME: DIRECT			TITLE TAX 742.92
IF THIS BUYERS ORDER IS FOR A NEW VEHICLE WITH MORE THAN 750 MILES PLEASE READ THIS NOTICE.			POLICY#
Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.			DEALER'S BUSINESS LICENSE TAX 47.53
REGISTRATION FEE 34.00			TITLE FEE N/A
SUBMITTED WITH ORDER			TOTAL DELIVERED PRICE 25873.45
ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED			1205.00
LESS BALANCE OWING TO N/A			(PURCHASER RESPONSIBLE FOR) APPROXIMATELY N/A
FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #14 ON REVERSE SIDE)			EQUITY ON TRADE-IN (2) 1000.00
DATE 05/21/2012 SIGNATURE			ADDITIONAL DOWN PAYMENT ON DELIVERY (3) 12000.00
DESCRIPTION OF TRADE-IN			N/A (4) N/A
YEAR 2002	MAKE SUBARU	MODEL IMPREZA WAGON	COLOR SILVER
MILEAGE 128527	VIN JF1G065512H	TYPE/DOORS CAR	TAG NO
SALESPERSON DOUGLAS P VALE VICTOR D VILLALOBOS			TOTAL DOWN PAYMENT (1+2+3+4) 13000.00
			EXTENDED SERVICE CONTRACT
			TAX OF 42.75
			BALANCE DUE ON DELIVERY 14331.00

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting its purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing the order and that he/she has not signed any documents in blank. By executing this Order, Purchaser(s) acknowledges he/she has read all of its terms and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and recover deposit.

**NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED**

SECURITY AGREEMENT: Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.

**IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE**  
YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVE FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOU FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALE CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE. IF THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT

**IF YOU ARE LEASING THIS VEHICLE, THE SAME PROCEDURES, RIGHTS, AND OBLIGATIONS APPLICABLE TO TRANSACTIONS INVOLVING RETAIL INSTALLMENT SALES CONTRACT STATED ABOVE APPLY TO THIS LEASE TRANSACTION.**

*[Handwritten Signature]*

*[Redacted Area]*



**National Center for Dispute Settlement**

43230 Garfield • Suite 130  
Clinton Township, MI 48038  
(800) 936-4303  
(586) 226-2470  
Fax: (586) 226-2559

October 19, 2012

[REDACTED]  
Manassas, VA [REDACTED]

**RE: CASE # 8012096**

Dear [REDACTED]

Please find enclosed the Manufacturer's Response Form from Toyota, a copy of which will also be forwarded to the Arbitrator(s). This form represents Toyota's position with regard to the above referenced case. It neither constitutes a final decision nor does it necessarily reflect specific findings of fact. Any questions or comments you may have regarding this form should be documented **IN WRITING** and mailed to NCDS.

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

Sincerely,

NCDS

A handwritten signature in cursive script, appearing to read 'Lena Wright', is written over the typed name.

Lena Wright x.115  
Case Administrator

Enclosure: as noted

cc: Barry W. Klein  
Central Atlantic Toyota Distributors, Inc.

**TOYOTA MOTOR SALES, U.S.A., INC.**  
**Manufacturer Response Form**

Customer Name: [REDACTED]	Case #: 8012096
VIN: JTDKN3DU2C1 [REDACTED] (2012 PRIUS)	Start Date: 10/10/2012

**Manufacturer Information**

Region: Central Atlantic Toyota	Servicing Dealer: OURISMAN FAIRFAX TOYOTA
Can the hearing be held at the servicing dealership? <input checked="" type="radio"/> Yes <input type="radio"/> No	

**Manufacturer's Statement**

Are the customer's concerns covered under Toyota's Warranty? If no, please explain: <b>The vehicle is covered by the New Vehicle Limited Warranty.</b>
Is the customer's vehicle currently unrepaired? Does the concern exist? Explain: <b>No. The vehicle is operating properly and as designed.</b>
Is the use, value or safety of this vehicle substantially impaired? Explain: <b>No.</b>
Are the number of repair attempts or number of days down accurate? Explain: <b>Yes. There has been one warranty repair. The dealer had the front windshield replaced under warranty. Additional repairs for poor installation were taken care of internally and were not related to a manufacturing defect and not covered by Toyota's warranty.</b>
Please provide your position in regard to the customer's claim(s). <b>Toyota feels a repurchase unjust in this case. Toyotas Field Technical Specialist has inspected the vehicle as well as comparable vehicles. The vehicle meets the Toyota's standards and does not exhibit a manufacturing defect. Toyota must decline the customers request in this case. No further assistance is being considered in this matter.</b>

R/PD will participate <input type="radio"/> By phone <input checked="" type="radio"/> In Person <input type="radio"/> In Writing	Available Dates:
Return this form by: 10/19/2012	
NCDS Fax: (586) 226-2559	



**National Center for Dispute Settlement**

October 11, 2012

43230 Garfield • Suite 130  
Clinton Township, MI 48038  
(800) 936-4303  
(586) 226-2470  
Fax: (586) 226-2559

[Redacted]  
Manassas, VA [Redacted]

RE: CASE # [Redacted]

De: [Redacted]

This will confirm our telephone conversation in which you selected the Expedited Dispute Settlement (EDS) process administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have appointed Arbitrator, Barry W. Klein, to hear and decide your claim. Once we have obtained available dates from Arbitrator Klein, we will call to schedule your hearing. The Arbitrator may decide to have your vehicle inspected by an Independent ASE Technical Inspector, who will contact you to arrange for the inspection.

While the EDS process is not a "Lemon Law" proceeding, the Arbitrator will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, purchase or lease contracts and the like.

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

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

Sincerely,

NCDS

Lena Wright x.115  
Case Administrator

cc: Central Atlantic Toyota Distributors, Inc.  
Barry W. Klein



## HEARING CONFIRMATION

Customer

Manassas, VA

*They made a mistake*

### Manufacturer

Toyota Motor Sales, USA, Inc.  
Central Atlantic Toyota Distributors, Inc.  
6710 Baymeadow Drive  
Glen Burnie, MD 21060

### Arbitrator(s)

Barry W. Klein

Case #: 8012096

Vin #: JTDKN3DU2C1

Dear Parties:

This is to confirm the following hearing arrangements:

Hearing Date: 11/02/2012  
Hearing Time: 10:00 AM  
Hearing Location: Ourisman Fairfax Toyota  
Address: 10441 Lee Highway  
Meet in the Service Department  
Fairfax, VA 22030  
Hearing Phone: 703 359-1010

Thank you for your consideration in scheduling and keeping this appointment. PLEASE NOTE: The hearing will be conducted in English. If you require an interpreter, it is your responsibility to arrange for an interpreter to attend the hearing with you. **Please be prepared to proceed with any of your witnesses or other evidence including bringing your vehicle to the hearing for inspection.** Also be prepared to show valid proof of current automobile insurance and your driver's license should the Arbitrator, or one or more of the Arbitrators, request a test drive. Please contact NCDS immediately in the event that circumstances necessitate a change of hearing date or time.

\_\_\_\_\_  
For the Arbitrator(s)

\_\_\_\_\_  
Date

*10/11/12*



IN THE MATTER OF

[Redacted]

[Redacted]

Customer

and

Toyota Motor Sales U.S.A. Inc.  
Manufacturer

CASE # 8012096

We, the undersigned, acknowledge that the NCDS procedures have been fully explained to us and the arbitrator has the authority to make a Decision based on the issues listed on the (Customer Arbitration Form) dated;

November 2, 2012

in accordance with the arbitration provisions of the warranty.

[Redacted]

Customer

Kimberly Mank

11/2/12  
Dated

Manufacturer Representative:

[Signature]

11/2/12  
Dated

Other Participant (if any):

11/2/12  
Dated

**ARBITRATOR'S OATH OF NEUTRALITY**

I, the undersigned arbitrator, have no personal or financial interest in the outcome of the Dispute other than its fair and expeditious resolution.

[Signature] 11/2/12

ARBITRATOR(S)

DATED



November 2, 2012

**National Center for Dispute Settlement**

43230 Garfield • Suite 130  
Clinton Township, MI 48038  
(800) 936-4303  
(586) 226-2470  
Fax: (586) 226-2559

[REDACTED]  
Manassas, VA [REDACTED]

Toyota Motor Sales, U.S.A., Inc.  
Central Atlantic Toyota Distributors, Inc.  
6710 Baymeadow Drive  
Glen Burnie, MD 21060

**RE: CASE # 8012096**

Dear Parties:

By direction of the Arbitrator(s), we are enclosing the Decision in the above referenced case.

Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has twenty (20) days from the date of this letter in which NCDS must receive the "Acceptance of Decision" form. The form should be mailed to:

**National Center for Dispute Settlement  
43230 Garfield Road  
Suite 130  
Clinton Township, MI 48038**

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

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

Sincerely,

NCDS

Lena Wright x.115  
Case Administrator

Enclosures: as noted  
cc: Barry W. Klein

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the  
Arbitration between

Pamela J. Wernett  
("Customer(s)")

and

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

**DECISION**

**Case # 8012096**

I, Barry W. Klein, was appointed pursuant to NCDS rules as Arbitrator to hear and determine disputes, which had arisen between the Customer(s), Pamela J. Wernett and Toyota regarding a 2012 Prius.

By a notice given on October 11, 2012, the parties were advised that a hearing would be conducted at Ourisman Fairfax Toyota on November 2, 2012 at 10:00 AM.

Present on that date were:

Dr. Pamela J. Wernett	Customer
Puji Samarasinghe	Customer
Kimbra Marsh	Manufacturer Representative
Geoff Bennett	Service Manager

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on October 10, 2012, and may be summarized as follows:

The Customer stated that the windows are distorted. On the Customer Claim Form, the Customer requested a repurchase of the vehicle.

**SUMMARY OF PRESENTATION:**

The Parties presented and I reviewed and considered the follow evidence:

NCDS Customer Claim Form dated October 10, 2012 and continuation of vehicle problems from Dr. Pamela J. Wernett; one CD and one DVD; a copy of the current registration; and a copy of the Bill of Sale.

In addition I received a NHTSA report on a 2010 Prius and a 2011 Prius, an Insurance Identification Card and a prescription for eye glasses for Dr. Wernett. Also, five (5) Repair Invoices from Ourisman Fairfax Toyota.

The Customer stated that she bought the vehicle in May of 2012. The Customer has had difficulty driving at night because light sources such as street lights and other cars have a prism effect and the light source is duplicated three (3) to five (5) times. The windshield was replaced, but the same distortion continued to exist. A DVD was presented into evidence and shown. All videos were taken at night. The Customer stated that rain magnified the distortion and prism effect.

The Customer stated that she wanted a repurchase of the vehicle.

The Manufacturer's Representative presented the Manufacturer Response Form and reviewed the repair history on the vehicle in question. The Manufacturer Representative stated that the evidence presented did not indicate a Manufacturer defect. She also stated that there was no Technical Bulletin on this matter.

The mileage on the vehicle with Vehicle Identification Number, JTDMN3DU2C1534687 was 6,746 miles. No test drive was taken.

**DECISION:**

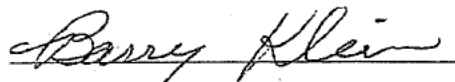
After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer's new vehicle warranty, and the applicable warranty law including the applicable State Statute commonly referred to as the "Lemon Law," and after due deliberation,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

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

I have reached this conclusion because the Customer was not able to produce sufficient and convincing evidence to support the claim that a Manufacturer defect exists that substantially impairs the use, value, or safety of the vehicle.

This constitutes my complete DECISION as to all the complaint(s) submitted to me for determination.

November 2, 2012  
Date

■   
Barry Klein



**National Center for Dispute Settlement**

43230 Garfield • Suite 130  
Clinton Township, MI 48038  
(800) 936-4303  
(586) 226-2470  
Fax: (586) 226-2559

November 26, 2012

[REDACTED]

Manassas, VA [REDACTED]

**RE: CASE # 8012096**

Dear [REDACTED]

We have received your rejection of the Decision. Although Arbitration does not have an appeal process, you retain the right to pursue other legal remedies, including the use of small claims court.

Accordingly, the National Center for Dispute Settlement (NCDS) will take no further action in this matter and considers the case closed.

Thank you for your cooperation in the expedited dispute settlement process.

Sincerely,

NCDS

Lena Wright x.115  
Case Administrator

cc: Central Atlantic Toyota Distributors, Inc.



NCDS

NOV 20 9 21 AM '12

RECEIVED

**National Center for Dispute Settlement**

43230 Garfield • Suite 130  
Clinton Township, MI 48038  
(800) 936-4303  
(586) 226-2470  
Fax: (586) 226-2559

DATE: November 2, 2012

CUSTOMER: [REDACTED]

CASE #: 8012096

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

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

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

I ACCEPT THE DECISION

I DO NOT ACCEPT THE DECISION

SIGNED: [REDACTED]

DATE: 11/14/2012

Manassas, VA

**P**



U.S. POSTAGE  
**\$9.30**  
PRIORITY  
20110 0024  
Date of sale  
12/08/12  
06 2S00 APC  
08312504 PM0067300105455

**USPS® PRIORITY MAIL®**

0 lb. 13.40 oz.

SHIP TO:

**0024**

**WASHINGTON DC 20590**



**USPS CERTIFIED MAIL**

ZIP



420 20590 9502 8000 0069 2343 0002 47

W48-226

Office of Defects Investigation  
Room NVS-210  
1200 New Jersey Avenue S.E.  
Washington, D.C. 20590















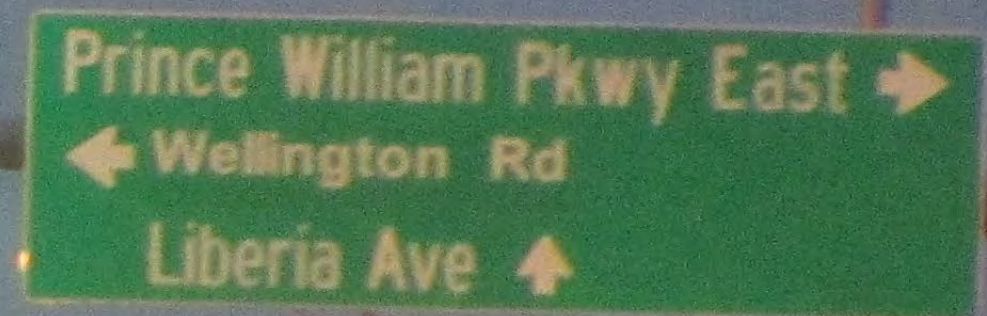




MADE IN

MADE IN







**Self**

Regular <small>Unleaded</small>	<b>3.69</b>	<small>9/10</small>
Plus <small>Unleaded</small>	<b>3.79</b>	<small>9/10</small>
Supreme <small>Unleaded</small>	<b>3.99</b>	<small>9/10</small>

**EXXON**

*Wash n' Rin*  
**Car Wash**





Self

Regular  
Unleaded

3.69 <sup>9</sup>/<sub>10</sub>

Plus  
Unleaded

3.79 <sup>9</sup>/<sub>10</sub>

Supreme  
Unleaded

3.99 <sup>9</sup>/<sub>10</sub>

EXXON

*Wash n' Rinse*  
Car Wash



Self

Regular  
Unleaded

3.69 <sup>9</sup>/<sub>10</sub>

Plus  
Unleaded

3.79 <sup>9</sup>/<sub>10</sub>

Supreme  
Unleaded

3.99 <sup>9</sup>/<sub>10</sub>

EXXON

Wash n' Run  
Car Wash



<b>Self</b>	
Regular <small>Unleaded</small>	3.69 <sup>9</sup> / <sub>10</sub>
Plus <small>Unleaded</small>	3.79 <sup>9</sup> / <sub>10</sub>
Supreme <small>Unleaded</small>	3.99 <sup>9</sup> / <sub>10</sub>

**EXXON**

*Wash n' Rin*  
**Car Wash**



<b>Self</b>	
Regular <small>Unleaded</small>	3.69 <sup>9</sup> / <sub>10</sub>
Plus <small>Unleaded</small>	3.79 <sup>9</sup> / <sub>10</sub>
Supreme <small>Unleaded</small>	3.99 <sup>9</sup> / <sub>10</sub>

**EXXON**

*Wash n' Run*  
**Car Wash**





Self

Regular

3.69 <sup>9</sup>/<sub>10</sub>

Plus

3.79 <sup>9</sup>/<sub>10</sub>

Supreme

3.99 <sup>9</sup>/<sub>10</sub>

EXXON

Wash n' Rinse  
Car Wash



<b>Self</b>	
Regular <small>Unleaded</small>	3.69 <sup>9</sup> / <sub>10</sub>
Plus <small>Unleaded</small>	3.79 <sup>9</sup> / <sub>10</sub>
Supreme <small>Unleaded</small>	3.99 <sup>9</sup> / <sub>10</sub>

**EXXON**

*Wash & Rinse*  
**Car Wash**



<b>Self</b>	
Regular <small>Unleaded</small>	3.69 <sup>9</sup> / <sub>10</sub>
Plus <small>Unleaded</small>	3.79 <sup>9</sup> / <sub>10</sub>
Supreme <small>Unleaded</small>	3.99 <sup>9</sup> / <sub>10</sub>

**EXXON**

---

*Wash n' Rinse*  
**Car Wash**



MADE IN JAPAN

THIS STICKER IS TO BE REMOVED

BY CAR OWNER ONLY



MADE IN JAPAN





MADE IN JAPAN

THIS STICKER IS TO BE REMOVED

BY CAR OWNER ONLY





[REDACTED]  
Manassas, VA  
[REDACTED]

Toyota Financial Services  
P.O. Box 5855  
Carol Stream, IL 60197-5855

September 24, 2012

To Whom It May Concern:

A total of \$3,702.88 is enclosed with this letter to satisfy the remaining balance of the loan with Toyota Financial Services for the 2012 Toyota Prius (VIN JTDMN3DU2C1 [REDACTED]). This is the balance stated on the Toyota Financial Services website that would satisfy the final payoff of the loan for this vehicle (good through 10/4/2012). Please mail the title of this vehicle to the address listed above.

Thank you,

[REDACTED]

**NCDS Customer Claim Form**  
**Continuation of Vehicle Problem(s) Section**

**2012 Toyota Prius VIN JTDKN3DU2C1 [REDACTED]**

**Impairment of the use and safety of the vehicle:**

Any point source of light (i.e. traffic signals, headlights of oncoming traffic, taillights of traffic ahead, street lights) viewed through the front windshield creates an optical effect of multiple images, similar to viewing light through a prism. The effect typically manifests as a quintuple image when the light is viewed from a distance, with two false images above and below the actual light. (This effect can be easily and repeatedly captured on camera at night. This is not merely a phenomenon seen by a particular individual.) As the distance between the light source and the car is diminished, the images converge on the center (actual) light source, going from five to three (one false above and below) to eventually nearly one image when at a stop line. Red and yellow colors are the most visibly distorted, but this effect also extends to all colors of light. This effect is radically pronounced at night, making driving unsafe and diminishing the viewing capacity of the driver. This serious safety defect is further magnified during night driving when it is raining, causing visualization of the road ahead through the windshield to be even more severely impaired. This prism-like effect is primarily visualized at night, but can be seen at a markedly lesser degree during the day when severely overcast. Driving visibility is so diminished due to this prism-like effect that the owners deem the vehicle unsafe to drive at night, thus decreasing its usability.

Distortion within the windshield is also viewable during the day, most significantly on the passenger's side of the front windshield. This effect causes a ripple-like distortion of anything approaching from the right side of the vehicle. This distortion is different from the prism-like effect the front windshield has on point sources of lights (most visible at night), but it is distracting in its own way.

[REDACTED] and [REDACTED] are able to provide photographic evidence of the prism-like effects that their current front windshield has on point sources of light at night. They also invite the arbitrator to visualize this severe safety defect at night, when it can be seen.

**Repairs/attempted repairs:**

**1) Front windshield prism-like distortion causing impaired vision:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 8/13/12 by [REDACTED] to address the night prism-like effects the front windshield has on point sources of lights, as well as the ripple-like distortion of the front windshield that is viewable during the day. The odometer reading at the time of first report of this defect at the dealership was 3,101 miles. The service manager, Leo Geballa was able to detect the prism-like effect that was described by [REDACTED] by pulling the car into a dark area of the shop. [REDACTED] was not with Mr. Geballa at the time of his detection of the problem. The dealership personnel agreed that the front windshield was defective, and [REDACTED] was told to bring the car back on 8/20/12 to obtain a replacement front

windshield, which would hopefully ameliorate this serious safety defect. Repair order number: TOCS791351 Does the problem currently exist? **YES**

## **2) Front windshield prism-like distortion causing impaired vision:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 8/20/12 by [REDACTED] at approximately 10 AM to address the prism-like effects the front windshield has on point sources of lights mainly at night, as well as the ripple-like distortion of the front windshield that is viewable during the day. The front windshield was removed and replaced. [REDACTED] was called in the evening of 8/20/12 by Ourisman Fairfax Toyota to notify her that the vehicle was ready for pickup. Upon pick-up (around 7:30 PM), [REDACTED] immediately discerned that the replacement window caused the exact same prism-like effect on point sources of light that the initial front windshield caused. The defect in the new front windshield was brought to the attention of Ken Gilbert before [REDACTED] left to return home with the vehicle. Mr. Gilbert notified [REDACTED] that he would bring this issue to the attention of Geoff Bennett, the service director of the Ourisman Fairfax Toyota dealership. Mileage: 4,166 Repair order number: TOCS792328 Does the problem currently exist? **YES**

The next morning, it came to the attention of [REDACTED] and [REDACTED] that in the process of replacing the front windshield, the two side front windshield moldings/trim pieces were installed incorrectly (photographic evidence available) and the right side of the drip rail molding was physically damaged (photographic evidence available) in the process of the front windshield removal/installation. Beyond this, there were globs of sealant left on the paint of the vehicle located in the peripheral area to the windshield. [REDACTED] was told by Ourisman Fairfax Toyota phone personnel that Leo Geballa was responsible for the final quality inspection and approval of work for her vehicle. These damages were not noticed at the time of pick up due to the decreased levels of light at the time of pick up for visualization. Also, it was wrongfully assumed by [REDACTED] and [REDACTED] that the car would be returned without defect/damages caused by Ourisman Fairfax Toyota's service to the car.

[REDACTED] called the dealership at 10:25 AM on 8/21/12 to discuss this recurrent issue of the front windshield prisms effect, as well as the damage accrued to the vehicle while it was in the possession of the Ourisman Fairfax Toyota dealership service center with either Geoff Bennett or Leo Geballa, but was informed that they were unavailable. [REDACTED] was told that they would be delivered a message stating that she had called and that she would be called back shortly. [REDACTED] did not receive a call back, so she called again at 3:50 PM, and then again at 6:06 PM, never receiving a return phone call. She called three times on 8/21/12, left a message every time, but was never called back. [REDACTED] called Ourisman Fairfax Toyota in the attempt to contact Geoff Bennett and/or Leo Geballa again at 11:32 AM on 8/22/12 to discuss the recurrent problem with the new front windshield, as well as the damage inflicted upon the vehicle while it was being serviced, but could only leave another message, and another promise that she would receive a return phone call. [REDACTED] did not receive a call back, so she called again at 1:25 PM to no avail (phone records available).

After five attempts, over two days, [REDACTED] still had not been called back. The time to drive from [REDACTED] residence to Ourisman Fairfax Toyota takes approximately 30 minutes one-way. She had attempted to avoid driving the vehicle to the dealership to just speak with someone about it, but

decided that she was left no choice but to do that. She drove the vehicle to Ourisman Fairfax Toyota on 8/22/12 after the last failed phone attempt.

██████████ first spoke with Leo Geballa, and then after an extensive waiting period, she was able to speak with Geoff Bennett about the issues. Both Mr. Geballa and Mr. Bennett acceded to the fact that the two side front windshield moldings/trim pieces were installed incorrectly and the right side of the drip rail molding was physically damaged in the process of the window removal/installation. Beyond this, they also saw the globs of sealant left on the paint of the vehicle located in the peripheral area to the windshield. ██████████ was informed that they would rectify the damaged done to the vehicle in the process of the front windshield removal and new front windshield installation, but they would be unable to replace the front windshield again without the approval of the Toyota Field Technical Specialist (FTS), Mr. Farnsworth. Mr. Bennett told ██████████ that he would establish a meeting time for Mr. Farnsworth to look at the vehicle. This meeting took place the morning of 8/24/12.

### **3) Front windshield prism-like distortion causing impaired vision:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) the morning of 8/24/12 by ██████████ and ██████████ to address the prism-like effects the new front windshield has on point sources of lights at night, as well as the ripple-like distortion of the front windshield that is viewable during the day with Mr. Farnsworth. ██████████ and ██████████ were present while Mr. Farnsworth viewed the defective front windshield of their vehicle. Even though it was described in great detail to Mr. Farnsworth that the prism-like effect the front windshield has on point sources of light can only be visualized at night, Mr. Farnsworth only inspected the front windshield outside in the daylight, with no point sources of light being present.

In this bright setting, Mr. Farnsworth was only able to see the ripple-like distortion of the windshield on the front right, passenger side. At this time, he told ██████████ and ██████████ that there was an internal memo at Toyota stating that this distortion was consistent with the Prius model, making it a “feature” of the vehicle, and personnel were instructed to cease replacing windshields in the Prius upon consumer complaint of the ripple-like distortion defect. He also informed them, that since he felt this was a “feature” of all windshields for the Prius that no further attempts to replace the windshield would be made. ██████████ stated that if this was a known “feature” of the vehicle, they should advertise it as such, and that the vehicle would not have been purchased had this been a disclosed piece of information prior to purchase. It was mentioned again to Mr. Farnsworth about the prism-like effect the front windshield has on point sources of light at night, but he did not voice interest in viewing the windshield in a dark setting, and stated once again that he felt that all of the Prius windshields would be the same. He was also notified that the prism-like effect made the car unsafe to drive at night, and that this was a serious safety defect.

Geoff Bennett told ██████████ and ██████████ that the improperly installed two side front windshield moldings/trim pieces, the physically damaged right drip rail molding, and the globs of residual sealant on the paint of the vehicle would either be replaced, fixed, or removed, so an appointment to do this was made for the morning of 8/29/12. Mr. Bennett also told ██████████ and ██████████ that Leo Geballa would be working late on the 29<sup>th</sup>, so when the vehicle would be ready for pick-up later that night, that Mr. Geballa would be able to ride with ██████████ in the vehicle to visualize the prism-like effect the front windshield has on point sources of light at night.

This repair order sheet states “The original glass did exhibit the effect noticed by the customer. The replacement glass did not exhibit the same concerns. Service manager Leo Geballa viewed the vehicle before and after the initial repairs.” If Leo Geballa did, indeed, view the vehicle before and after the initial repairs with any care, he would have easily noticed that the two side front windshield moldings/trim pieces were installed incorrectly (photographic evidence available), the right side of the drip rail molding was physically damaged (photographic evidence available), and would have noticed the large amounts of sealant left on the paint of the vehicle in the process of the front windshield removal/installation. Furthermore, the prism-like effect caused by the front windshield can be easily captured on a mechanical device, such as a camera (photographic evidence available). Due to this fact, and that the car was released back to [REDACTED] and [REDACTED] in damaged/defective condition, it is doubtful that Mr. Geballa did check the vehicle thoroughly. If he did, his ability to discern things appropriately must be compromised. Mileage: 4,295 Repair order number: TOCS793065 Does the problem currently exist? YES

**4) Fixing the improperly installed two side front windshield moldings/trim pieces, the physically damaged right drip rail molding, and removing the excess sealant left on the paint of the car on the periphery of the windshield:**

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 8/29/12 by [REDACTED] at approximately 10 AM to have the improperly installed two side front windshield moldings/trim pieces replaced, the physically damaged right drip rail molding replaced, and the sealant removed from the paint. [REDACTED] was told that in order to make this correction, the front windshield would need to be removed and reinstalled and that a new window seal kit would be ordered (the seal kit was supposed to be ordered on 8/24/12). She was also told that this process would take one day to be fixed and was expecting the car to be ready that night.

Since [REDACTED] had not heard anything from Ourisman Fairfax Toyota by 3:03 PM on 8/30/12 about the vehicle, she called in to speak with either Geoff Bennett or Leo Geballa. Neither of them was available, so she left a message, and was told that one of them would call her back. After not receiving a phone call back, [REDACTED] called in again at 4:35 PM and left another message requesting to be called back about the status of the vehicle. She called in again at 4:38 PM, and waited on the line to speak to anyone who could tell her about what was going on with the vehicle. She called yet again at 4:49 PM, but she was unable to reach anyone that could tell her anything about the status of the vehicle, other than the fact that the front windshield kit wasn't ordered when it should have been on 8/24/12 and that they had to wait for it to get in. Still not receiving a call back about the status of the vehicle, or any information about when it would be returned, [REDACTED] called Ourisman Fairfax Toyota's service line again at 8:25 PM and 8:36 PM and left a message. After not receiving a call back, [REDACTED] attempted to call in again at 10:03 PM and was finally able to speak with Leo Geballa. Mr. Geballa reported to [REDACTED] that the vehicle would most likely be ready by the next morning, 8/31/12, and that someone would call [REDACTED] to notify her about the status of the vehicle in the morning.

On 8/31/12, after not receiving any form of communication about the vehicle, [REDACTED] called in at 1:24 PM to see if the vehicle would be finished that day. She was unable to speak with anyone, left a message to be called back for a status update and requested that the message would be relayed as “urgent”. She was told that Mr. Geballa would call her back in 15 minutes. At 2:01 PM, [REDACTED]

did not receive a phone call, so she called in again, and was told on that call by the receptionist that the vehicle was ready to be picked up. No one had called her. (Phone records available.)

After pick up, [REDACTED] and [REDACTED] inspected the vehicle and found that the former problems were fixed, but the car was returned to them damaged once again. This time, the vehicle had several long scratches in the paint, which exposed the bare metal of the car body along the periphery of the front windshield on the top of the car (photographic evidence available). Again, since the vehicle was released back to [REDACTED] and [REDACTED] in damaged/defective condition, it is doubtful that Mr. Geballa did check the vehicle thoroughly. If he did, his ability to discern things appropriately must be compromised. Over the Memorial Day holiday weekend, it was easily detectable that the bare metal had started to oxidize and rust.

As mentioned previously, Geoff Bennett told [REDACTED] and [REDACTED] that Leo Geballa would be working late on the 29<sup>th</sup>, so when the vehicle would be ready for pick-up later that night, the day it was dropped off (when the vehicle was supposed to be ready), that Mr. Geballa would be able to ride with [REDACTED] in the vehicle at that time to visualize the prism-like effect the front windshield has on point sources of light at night. Since the vehicle was not ready until two days after it was initially estimated to be completed, the repair order sheet states that Mr. Geballa had test drove the car at night and that the prism-like effect the front windshield has on point sources of light at night could not be seen. Due to the lack of communication, the fact that [REDACTED] was not with Mr. Geballa at the time, and that the car was returned in damaged condition once again to [REDACTED] and [REDACTED]; it is unlikely that Mr. Geballa actually did inspect the car in this way. Furthermore, since the vehicle was returned twice to [REDACTED] and [REDACTED] in damaged condition after final quality inspection by Mr. Geballa, it is easy to argue that Mr. Geballa's power of observation is either severely diminished, or he does not perform the proper inspections that he should. Mileage: 4,452 Repair order number TOCS793728 Does the problem currently exist? NO

**5) Fixing the several long scratches in the paint caused by the last repair on the vehicle for damage inflicted to it while at the dealership the time before:**

After finding the new damage, [REDACTED] called Ourisman Fairfax Toyota at 9:54 AM on 9/4/12 to describe the issue with either Geoff Bennett or Leo Geballa. She left a message, requesting a call back at that time, and again at 1:56 PM, again at 2:13 PM. Yet again, she never received a return phone call. [REDACTED] decided to drive the car to the dealership once again, and had to wait at least 20 minutes to talk Leo Geballa, who was sitting at his desk the whole time, doing something with his personal mobile phone. Upon inspection, Mr. Geballa said the earliest they could repair the vehicle would be 9/10/12, and that it would take two days to correct the problem, since they would have to remove the windshield again to fix the scratches.

The vehicle was taken to Ourisman Fairfax Toyota (10441 Lee Highway, Fairfax, VA 22030-2205) on 9/10/12 by [REDACTED] at approximately 10 AM to have the scratches in the vehicle's paint removed. On 9/13/12, [REDACTED] called Ourisman Fairfax Toyota to inquire about the status of the vehicle at 3:53 PM, and left a message requesting a call back from either Geoff Bennett or Leo Geballa. No one returned her phone call. On 9/14/12, [REDACTED] called Ourisman Fairfax Toyota to again inquire about the status of the vehicle at 2:46 PM, which should have been returned two days prior. She yet again left a message requesting a call back for information about the vehicle. At approximately 7

PM that night, [REDACTED] received a voicemail from the phone receptionist simply stating that her car was ready for pick up. Mileage: 5,262 Repair order number TOCS795195 Does the problem currently exist? **NO**

**Summary:**

The problem with the windshield had been occurring since the purchase of the vehicle, but the owners did not initially consider that the problem was caused by the front windshield of the approximately \$25,000 car that they bought. One would assume that a vehicle with so many technical advancements in other areas would not have something as basic as a windshield possessing such a detrimental safety defect. The owners initially assumed it was their eyes until they sought the help of an optometrist and also realized that the prism-like effect was only seen while driving the vehicle. Once the problem was appropriately deduced, it was clearly apparent that the windshield was the root cause of the problem. This is further supported by the fact that the phenomenon can be recorded by photography. Prior to taking it to the dealership on 8/13/12, the owners had already dramatically limited the usage of the vehicle for quite some time, since the prism-like effect causes a significant visual impairment, making night-time driving unsafe.

The replacement front windshield has the same prism-like effect upon point source lights at night, which is a serious safety defect, causing marked impairment of visibility of the driver. The condition of the windshield also causes significant impairment to the usage of the vehicle at night, since the owners do not feel safe driving it due to the decreased visibility. It is considered at this time by the owners that the “nonconformity is a serious safety defect and has been subject to repair one or more times by the manufacturer, its agent or its authorized dealer and the same nonconformity continues to exist” (Code of Virginia, Title 59.1-207.13).

[REDACTED] and [REDACTED] have followed appropriate protocol by first attempting to resolve the issue with the Toyota dealership, then Toyota regional (via FTS Farnsworth and calling the regional representative, Debbie Simmons on 9/11/12 to verify that the appropriate measures had been taken for the regional level). Upon contact with Toyota national, on 9/11/12, [REDACTED] was asked what type of resolution she sought. She first replied that she wanted a non-defective windshield that would not pose as a safety hazard for night-time driving, and if that wasn't available, she wanted a full refund for the entire purchase value of the vehicle. Through follow-up contact from Toyota national by the case manager Russell Hankins (case number 1209110883), [REDACTED] and [REDACTED] were notified that Toyota is not willing to replace the windshield again in the attempt to ameliorate the problem. Subsequently, [REDACTED] and [REDACTED] are seeking a full refund for the purchase value of the vehicle. Both [REDACTED] and [REDACTED] are requesting an oral hearing for this dispute.

Signatures:

Date:

---

---

Date	Time	Number	Rate	Usage Typ	Origin	Destination
7-Aug	9:33AM		Peak	M2MAllow		
7-Aug	7:05PM		Peak	M2MAllow		
7-Aug	7:08PM		Peak	M2MAllow		
7-Aug	7:32PM		Peak	M2MAllow		
7-Aug	7:52PM		Peak	M2MAllow		
8-Aug	9:48AM		Peak	M2MAllow		
8-Aug	12:55PM		Peak	M2MAllow		
8-Aug	9:05PM		Off-Peak	N&W		
9-Aug	9:15AM		Peak	PlanAllow		
9-Aug	9:26AM		Peak	PlanAllow		
9-Aug	9:43AM		Peak	PlanAllow		
9-Aug	9:56AM		Peak	PlanAllow		
9-Aug	12:14PM		Peak	PlanAllow		
9-Aug	1:21PM		Peak	M2MAllow		
9-Aug	2:12PM		Peak	M2MAllow		
9-Aug	2:17PM		Peak	M2MAllow		
9-Aug	4:31PM		Peak	PlanAllow		
9-Aug	5:48PM		Peak	M2MAllow		
10-Aug	9:12AM		Peak	M2MAllow		
10-Aug	12:59PM		Peak	M2MAllow		
10-Aug	1:05PM		Peak	M2MAllow		
10-Aug	1:06PM		Peak	M2MAllow		
10-Aug	1:47PM		Peak	M2MAllow		
10-Aug	3:00PM		Peak	M2MAllow		
10-Aug	3:09PM		Peak	M2MAllow		
10-Aug	3:12PM		Peak	PlanAllow		
10-Aug	3:13PM		Peak	PlanAllow		
10-Aug	3:17PM		Peak	M2MAllow		
10-Aug	3:18PM		Peak	M2MAllow		
10-Aug	3:18PM		Peak	PlanAllow		
10-Aug	3:19PM		Peak	PlanAllow		
10-Aug	3:20PM		Peak	M2MAllow		
10-Aug	4:34PM		Peak	M2MAllow		
10-Aug	4:36PM		Peak	M2MAllow		
10-Aug	4:55PM		Peak	M2MAllow		
11-Aug	1:14PM		Off-Peak	N&W		
12-Aug	4:45PM		Off-Peak	N&W,CallVM		
12-Aug	4:49PM		Off-Peak	N&W		
13-Aug	7:23AM		Peak	M2MAllow		
13-Aug	7:44AM		Peak	PlanAllow,CallWait		
13-Aug	8:23AM		Peak	M2MAllow		
13-Aug	8:42AM		Peak	M2MAllow		
13-Aug	8:43AM		Peak	M2MAllow		
13-Aug	8:44AM		Peak	PlanAllow		
13-Aug	11:34AM		Peak	M2MAllow		
13-Aug	12:34PM		Peak	M2MAllow		
13-Aug	1:18PM		Peak	M2MAllow		
13-Aug	1:23PM		Peak	PlanAllow		
13-Aug	1:26PM		Peak	M2MAllow		
13-Aug	5:04PM		Peak	M2MAllow		
13-Aug	5:12PM		Peak	M2MAllow		

13-Aug 5:17PM	Peak	M2MAllow
13-Aug 5:41PM	Peak	M2MAllow
13-Aug 5:46PM	Peak	M2MAllow
13-Aug 6:30PM	Peak	M2MAllow
13-Aug 6:36PM	Peak	PlanAllow,CallVM
13-Aug 6:58PM	Peak	M2MAllow
14-Aug 8:02AM	Peak	M2MAllow
14-Aug 8:14AM	Peak	M2MAllow
14-Aug 8:46AM	Peak	M2MAllow
14-Aug 9:20AM	Peak	PlanAllow
14-Aug 9:36AM	Peak	PlanAllow
14-Aug 9:42AM	Peak	M2MAllow
14-Aug 9:45AM	Peak	PlanAllow
14-Aug 10:54AM	Peak	M2MAllow
14-Aug 11:12AM	Peak	M2MAllow
14-Aug 11:22AM	Peak	PlanAllow
14-Aug 12:54PM	Peak	M2MAllow
14-Aug 3:51PM	Peak	PlanAllow
14-Aug 3:51PM	Peak	PlanAllow
14-Aug 3:57PM	Peak	M2MAllow
14-Aug 4:28PM	Peak	PlanAllow
14-Aug 4:29PM	Peak	PlanAllow
14-Aug 7:13PM	Peak	M2MAllow
14-Aug 7:53PM	Peak	PlanAllow,CallVM
14-Aug 8:30PM	Peak	M2MAllow
14-Aug 9:13PM	Off-Peak	N&W
14-Aug 11:13PM	Off-Peak	N&W,CallVM
15-Aug 11:27AM	Peak	M2MAllow
15-Aug 11:28AM	Peak	PlanAllow
15-Aug 11:35AM	Peak	M2MAllow
15-Aug 11:49AM	Peak	PlanAllow
15-Aug 3:38PM	Peak	M2MAllow
15-Aug 3:50PM	Peak	PlanAllow
15-Aug 4:32PM	Peak	PlanAllow,CallVM
15-Aug 4:33PM	Peak	PlanAllow,CallVM
15-Aug 7:45PM	Peak	PlanAllow
15-Aug 8:01PM	Peak	M2MAllow
15-Aug 9:13PM	Off-Peak	N&W
16-Aug 11:29AM	Peak	M2MAllow
16-Aug 4:24PM	Peak	M2MAllow
16-Aug 6:41PM	Peak	M2MAllow
17-Aug 8:40AM	Peak	M2MAllow
17-Aug 8:50AM	Peak	M2MAllow
17-Aug 8:55AM	Peak	M2MAllow
17-Aug 9:04AM	Peak	M2MAllow
17-Aug 10:52AM	Peak	M2MAllow
17-Aug 11:18AM	Peak	M2MAllow
17-Aug 11:26AM	Peak	M2MAllow
17-Aug 12:37PM	Peak	M2MAllow
17-Aug 2:26PM	Peak	PlanAllow
17-Aug 7:27PM	Peak	M2MAllow
17-Aug 7:35PM	Peak	M2MAllow

17-Aug 7:43PM		Peak	M2MAllow	
19-Aug 8:27PM		Off-Peak	M2MAllow	
20-Aug 11:54AM		Peak	PlanAllow	
20-Aug 12:56PM		Peak	PlanAllow	
20-Aug 2:03PM		Peak	PlanAllow	
20-Aug 2:09PM		Peak	PlanAllow	
20-Aug 2:18PM		Peak	PlanAllow	
20-Aug 3:07PM		Peak	PlanAllow	
20-Aug 3:12PM		Peak	PlanAllow	
20-Aug 3:23PM		Peak	PlanAllow	
20-Aug 3:36PM		Peak	PlanAllow	
20-Aug 3:44PM		Peak	PlanAllow	
20-Aug 3:49PM	703-359-2955	Peak	PlanAllow	Fairfax VA
20-Aug 4:36PM		Peak	PlanAllow	
20-Aug 4:56PM		Peak	PlanAllow	
20-Aug 4:58PM		Peak	PlanAllow,CallWait	
20-Aug 5:53PM		Peak	M2MAllow	
20-Aug 5:54PM		Peak	M2MAllow	
20-Aug 5:54PM		Peak	M2MAllow	
20-Aug 6:31PM		Peak	M2MAllow	
20-Aug 6:34PM		Peak	M2MAllow	
20-Aug 6:46PM		Peak	M2MAllow	
20-Aug 7:03PM		Peak	M2MAllow	
20-Aug 7:28PM		Peak	M2MAllow	
21-Aug 10:25AM	703-359-2955	Peak	PlanAllow	Fairfax VA
21-Aug 10:54AM		Peak	PlanAllow	
21-Aug 1:12PM		Peak	M2MAllow	
21-Aug 1:15PM		Peak	M2MAllow	
21-Aug 1:25PM		Peak	PlanAllow,CallWait	
21-Aug 1:59PM		Peak	PlanAllow	
21-Aug 2:01PM		Peak	PlanAllow	
21-Aug 2:08PM		Peak	M2MAllow	
21-Aug 2:10PM		Peak	M2MAllow	
21-Aug 3:50PM	703-359-2955	Peak	PlanAllow	Fairfax VA
21-Aug 6:04PM		Peak	M2MAllow	
21-Aug 6:06PM	703-359-2955	Peak	PlanAllow	Fairfax VA
21-Aug 6:18PM		Peak	M2MAllow	
21-Aug 6:23PM		Peak	M2MAllow	
21-Aug 7:21PM		Peak	M2MAllow	
21-Aug 7:27PM		Peak	M2MAllow	
21-Aug 7:27PM		Peak	M2MAllow	
22-Aug 9:47AM		Peak	M2MAllow	
22-Aug 11:28AM		Peak	PlanAllow	
22-Aug 11:32AM	703-359-2955	Peak	PlanAllow	Fairfax VA
22-Aug 11:43AM		Peak	M2MAllow	
22-Aug 12:42PM		Peak	M2MAllow	
22-Aug 1:03PM		Peak	M2MAllow	
22-Aug 1:04PM		Peak	M2MAllow	
22-Aug 1:25PM	703-359-2955	Peak	PlanAllow	Fairfax VA
22-Aug 1:54PM		Peak	PlanAllow	
22-Aug 2:02PM		Peak	M2MAllow	
22-Aug 3:13PM		Peak	M2MAllow	

22-Aug 3:50PM		Peak	PlanAllow	
22-Aug 4:16PM		Peak	PlanAllow	
22-Aug 4:35PM		Peak	M2MAllow	
22-Aug 4:42PM		Peak	M2MAllow	
22-Aug 5:38PM		Peak	M2MAllow	
22-Aug 8:40PM		Peak	M2MAllow	
22-Aug 10:11PM		Off-Peak	N&W,CallVM	
23-Aug 9:27AM		Peak	M2MAllow	
23-Aug 9:28AM		Peak	PlanAllow	
23-Aug 10:18AM		Peak	PlanAllow	
23-Aug 10:36AM		Peak	M2MAllow	
23-Aug 10:43AM		Peak	M2MAllow	
23-Aug 10:45AM		Peak	M2MAllow	
23-Aug 10:47AM		Peak	M2MAllow	
23-Aug 11:06AM		Peak	PlanAllow	
23-Aug 11:48AM		Peak	PlanAllow	
23-Aug 12:46PM		Peak	PlanAllow	
23-Aug 1:04PM		Peak	M2MAllow	
23-Aug 1:04PM		Peak	M2MAllow	
23-Aug 1:11PM		Peak	PlanAllow,CallVM	
23-Aug 1:17PM		Peak	PlanAllow	
23-Aug 2:16PM		Peak	PlanAllow	
23-Aug 5:13PM		Peak	PlanAllow	
23-Aug 5:18PM		Peak	M2MAllow	
23-Aug 5:20PM		Peak	M2MAllow	
23-Aug 6:44PM		Peak	M2MAllow	
23-Aug 6:54PM		Peak	PlanAllow	
23-Aug 6:54PM		Peak	PlanAllow	
23-Aug 7:29PM		Peak	M2MAllow	
23-Aug 7:33PM		Peak	M2MAllow	
23-Aug 9:37PM		Off-Peak	N&W	
23-Aug 10:00PM		Off-Peak	N&W	
24-Aug 10:50AM	703-359-2955	Peak	PlanAllow	Incoming CL
24-Aug 11:26AM		Peak	M2MAllow	
24-Aug 1:14PM		Peak	PlanAllow	
24-Aug 3:22PM		Peak	PlanAllow	
24-Aug 4:07PM		Peak	PlanAllow	
24-Aug 4:12PM		Peak	M2MAllow	
24-Aug 4:15PM		Peak	PlanAllow	
24-Aug 4:16PM		Peak	PlanAllow	
24-Aug 4:20PM		Peak	M2MAllow	
24-Aug 4:25PM		Peak	M2MAllow	
24-Aug 4:29PM		Peak	M2MAllow	
24-Aug 4:55PM		Peak	PlanAllow	
24-Aug 4:58PM		Peak	PlanAllow	
24-Aug 9:38PM		Off-Peak	N&W	
24-Aug 10:31PM		Off-Peak	N&W	
25-Aug 8:33AM		Off-Peak	N&W	
25-Aug 1:27PM		Off-Peak	N&W	
25-Aug 1:30PM		Off-Peak	N&W	
25-Aug 2:50PM		Off-Peak	N&W	
25-Aug 3:26PM		Off-Peak	N&W	

25-Aug 4:25PM		Off-Peak	N&W	
25-Aug 5:55PM		Off-Peak	N&W	
26-Aug 11:48AM		Off-Peak	N&W	
26-Aug 6:28PM		Off-Peak	N&W	
26-Aug 7:32PM		Off-Peak	N&W	
26-Aug 7:58PM		Off-Peak	N&W	
26-Aug 8:41PM		Off-Peak	N&W	
26-Aug 9:29PM		Off-Peak	N&W	
26-Aug 10:02PM		Off-Peak	N&W	
27-Aug 11:44AM		Peak	PlanAllow	
27-Aug 12:24PM		Peak	PlanAllow	
27-Aug 1:08PM		Peak	M2MAllow	
27-Aug 2:36PM		Peak	PlanAllow	
27-Aug 6:51PM		Peak	M2MAllow	
27-Aug 8:00PM		Peak	M2MAllow	
28-Aug 9:10AM		Peak	PlanAllow	
28-Aug 9:19AM		Peak	M2MAllow	
28-Aug 9:49AM		Peak	PlanAllow,CallVM	
28-Aug 10:56AM		Peak	PlanAllow	
28-Aug 10:57AM		Peak	PlanAllow	
28-Aug 10:58AM		Peak	PlanAllow	
28-Aug 12:23PM		Peak	M2MAllow	
28-Aug 12:56PM		Peak	M2MAllow	
28-Aug 1:24PM		Peak	PlanAllow	
28-Aug 5:49PM		Peak	PlanAllow	
28-Aug 5:49PM	703-359-2955	Peak	PlanAllow	Fairfax VA
28-Aug 5:56PM		Peak	M2MAllow	
28-Aug 7:22PM		Peak	PlanAllow	
28-Aug 7:26PM		Peak	PlanAllow	
29-Aug 10:30AM		Peak	PlanAllow	
29-Aug 11:13AM		Peak	PlanAllow	
29-Aug 1:37PM		Peak	M2MAllow	
29-Aug 3:34PM		Peak	PlanAllow	
30-Aug 10:18AM		Peak	PlanAllow	
30-Aug 10:24AM		Peak	PlanAllow	
30-Aug 10:25AM		Peak	M2MAllow	
30-Aug 10:30AM		Peak	M2MAllow	
30-Aug 10:41AM		Peak	M2MAllow	
30-Aug 11:14AM		Peak	M2MAllow	
30-Aug 2:08PM		Peak	M2MAllow	
30-Aug 3:03PM	703-359-2955	Peak	PlanAllow	Fairfax VA
30-Aug 3:08PM		Peak	M2MAllow	
30-Aug 3:53PM		Peak	PlanAllow,CallWait	
30-Aug 3:54PM		Peak	M2MAllow	
30-Aug 4:35PM	703-359-2955	Peak	PlanAllow	Fairfax VA
30-Aug 4:38PM	703-359-2955	Peak	PlanAllow	Fairfax VA
30-Aug 4:49PM	703-359-2955	Peak	PlanAllow	Fairfax VA
30-Aug 5:15PM		Peak	PlanAllow	
30-Aug 8:25PM	703-359-2955	Peak	PlanAllow	Fairfax VA
30-Aug 8:36PM	703-359-2955	Peak	PlanAllow	Fairfax VA
30-Aug 8:42PM		Peak	PlanAllow,CallWait	
30-Aug 8:57PM		Peak	PlanAllow,CallVM	

30-Aug 8:59PM		Peak	M2MAllow	
30-Aug 9:53PM		Off-Peak	N&W	
30-Aug 10:03PM	703-359-2955	Off-Peak	N&W	Fairfax VA
31-Aug 9:37AM		Peak	M2MAllow	
31-Aug 9:56AM		Peak	M2MAllow	
31-Aug 11:48AM		Peak	M2MAllow	
31-Aug 12:34PM		Peak	M2MAllow	
31-Aug 12:46PM		Peak	M2MAllow	
31-Aug 12:47PM		Peak	M2MAllow	
31-Aug 12:50PM		Peak	M2MAllow	
31-Aug 12:51PM		Peak	M2MAllow	
31-Aug 1:24PM	703-359-2955	Peak	PlanAllow	Fairfax VA
31-Aug 1:30PM		Peak	M2MAllow	
31-Aug 2:01PM	703-359-2955	Peak	PlanAllow	Fairfax VA
31-Aug 4:01PM		Peak	PlanAllow	
31-Aug 4:34PM		Peak	M2MAllow	
31-Aug 5:30PM		Peak	M2MAllow	
31-Aug 7:58PM		Peak	M2MAllow	
31-Aug 8:05PM		Peak	M2MAllow	
31-Aug 8:06PM		Peak	PlanAllow	
31-Aug 8:08PM		Peak	M2MAllow	
31-Aug 8:09PM		Peak	M2MAllow	
31-Aug 8:09PM		Peak	PlanAllow,CallWait	
31-Aug 8:11PM		Peak	M2MAllow	
31-Aug 8:17PM		Peak	M2MAllow	
31-Aug 8:33PM		Peak	M2MAllow	
31-Aug 9:16PM		Off-Peak	N&W	
31-Aug 9:48PM		Off-Peak	N&W	
1-Sep 10:41AM		Off-Peak	N&W	
1-Sep 1:23PM		Off-Peak	N&W	
1-Sep 1:43PM		Off-Peak	N&W	
1-Sep 1:51PM		Off-Peak	N&W	
1-Sep 2:08PM		Off-Peak	N&W	
1-Sep 2:40PM		Off-Peak	N&W	
1-Sep 3:26PM		Off-Peak	N&W	
1-Sep 3:32PM		Off-Peak	N&W	
1-Sep 4:05PM		Off-Peak	N&W	
1-Sep 11:43PM		Off-Peak	N&W	
2-Sep 12:59PM		Off-Peak	N&W	
2-Sep 11:12PM		Off-Peak	N&W	
3-Sep 7:40PM		Peak	PlanAllow	
3-Sep 10:26PM		Off-Peak	N&W	
3-Sep 10:40PM		Off-Peak	N&W	
4-Sep 9:55AM		Peak	M2MAllow	
4-Sep 9:56AM	703-359-2955	Peak	PlanAllow	Fairfax VA
4-Sep 11:34AM		Peak	M2MAllow	
4-Sep 11:47AM		Peak	PlanAllow	
4-Sep 1:40PM		Peak	M2MAllow	
4-Sep 1:50PM		Peak	M2MAllow	
4-Sep 1:56PM	703-359-2955	Peak	PlanAllow	Fairfax VA
4-Sep 2:13PM	703-359-2955	Peak	PlanAllow	Fairfax VA
4-Sep 3:04PM		Peak	M2MAllow	

4-Sep 3:34PM	Peak	M2MAllow
4-Sep 4:06PM	Peak	M2MAllow
4-Sep 4:12PM	Peak	PlanAllow,CallWait
4-Sep 4:59PM	Peak	M2MAllow
4-Sep 6:23PM	Peak	M2MAllow
4-Sep 6:50PM	Peak	M2MAllow
4-Sep 7:10PM	Peak	M2MAllow
4-Sep 8:32PM	Peak	PlanAllow
5-Sep 11:27AM	Peak	M2MAllow
5-Sep 11:37AM	Peak	M2MAllow
5-Sep 11:44AM	Peak	M2MAllow
5-Sep 12:19PM	Peak	PlanAllow
5-Sep 12:26PM	Peak	M2MAllow
5-Sep 12:29PM	Peak	PlanAllow
5-Sep 1:43PM	Peak	M2MAllow
5-Sep 1:54PM	Peak	M2MAllow
5-Sep 3:06PM	Peak	M2MAllow
5-Sep 3:07PM	Peak	M2MAllow,CallWait
5-Sep 3:44PM	Peak	M2MAllow
5-Sep 4:36PM	Peak	PlanAllow
5-Sep 4:58PM	Peak	PlanAllow,CallVM
5-Sep 4:58PM	Peak	PlanAllow
6-Sep 9:12AM	Peak	M2MAllow
6-Sep 10:04PM	Off-Peak	N&W

**New unbilled billing cycle**

7-Sep 7:40 PM  
7-Sep 6:40 PM  
7-Sep 5:58 PM  
7-Sep 5:43 PM  
7-Sep 5:40 PM  
7-Sep 2:47 PM  
7-Sep 2:15 PM  
7-Sep 1:38 PM  
7-Sep 1:28 PM  
7-Sep 10:57 AM  
7-Sep 10:54 AM  
7-Sep 10:53 AM  
7-Sep 10:52 AM  
7-Sep 10:35 AM  
7-Sep 8:06 AM  
8-Sep 4:03 PM  
8-Sep 3:23 PM  
8-Sep 2:49 PM  
9-Sep 9:25 PM  
9-Sep 5:20 PM  
9-Sep 3:48 PM  
9-Sep 9:32 AM  
9-Sep 8:31 AM  
9-Sep 8:26 AM  
10-Sep 11:37 PM  
10-Sep 10:48 PM  
10-Sep 6:45 PM

10-Sep 6:24 PM  
10-Sep 5:57 PM  
10-Sep 5:52 PM  
10-Sep 5:20 PM  
10-Sep 4:26 PM  
10-Sep 4:13 PM  
10-Sep 3:54 PM  
10-Sep 3:53 PM  
10-Sep 3:35 PM  
10-Sep 2:53 PM  
10-Sep 2:48 PM  
10-Sep 12:36 PM  
10-Sep 11:06 AM  
10-Sep 8:38 AM  
11-Sep 5:48 PM  
11-Sep 5:42 PM  
11-Sep 5:38 PM  
11-Sep 4:06 PM  
11-Sep 3:38 PM  
11-Sep 2:47 PM  
11-Sep 2:46 PM  
11-Sep 12:50 PM  
11-Sep 11:51 AM  
11-Sep 11:51 AM  
11-Sep 11:42 AM  
11-Sep 11:22 AM  
11-Sep 11:01 AM  
11-Sep 10:58 AM  
11-Sep 10:03 AM  
12-Sep 8:23 PM

12-Sep 3:53 PM 7033592955

FAIRFAX

12-Sep 2:38 PM  
12-Sep 2:11 PM  
12-Sep 1:59 PM  
12-Sep 12:15 PM  
12-Sep 11:43 AM  
12-Sep 11:05 AM  
12-Sep 10:46 AM  
12-Sep 10:42 AM  
12-Sep 10:29 AM  
13-Sep 8:53 PM  
13-Sep 8:38 PM  
13-Sep 5:45 PM

13-Sep 2:25 PM 7033592955

FAIRFAX

13-Sep 2:20 PM  
13-Sep 1:11 PM  
13-Sep 9:07 AM  
14-Sep 6:41 PM  
14-Sep 5:52 PM  
14-Sep 2:53 PM

14-Sep 2:46 PM 7033592955

FAIRFAX

14-Sep 10:23 AM

14-Sep 10:08 AM  
14-Sep 9:51 AM  
14-Sep 9:34 AM  
15-Sep 5:11 PM  
16-Sep 6:42 PM  
16-Sep 12:50 PM  
17-Sep 9:16 PM  
17-Sep 6:53 PM  
17-Sep 5:57 PM  
17-Sep 5:46 PM  
17-Sep 5:08 PM  
17-Sep 4:55 PM  
17-Sep 4:38 PM  
17-Sep 1:48 PM  
17-Sep 10:44 AM  
18-Sep 6:51 PM  
18-Sep 6:03 PM  
18-Sep 4:34 PM  
18-Sep 12:37 PM  
19-Sep 9:25 PM  
19-Sep 9:14 PM  
19-Sep 9:03 PM  
19-Sep 8:55 PM  
19-Sep 8:51 PM  
19-Sep 8:50 PM  
19-Sep 8:33 PM  
19-Sep 6:15 PM  
19-Sep 2:28 PM  
19-Sep 1:28 PM  
19-Sep 8:41 AM  
20-Sep 7:19 PM  
20-Sep 6:01 PM  
20-Sep 5:23 PM  
20-Sep 4:45 PM  
20-Sep 3:35 PM  
20-Sep 2:24 PM  
20-Sep 2:22 PM  
20-Sep 10:53 AM  
20-Sep 9:33 AM  
21-Sep 5:37 PM  
21-Sep 3:54 PM  
21-Sep 2:50 PM  
21-Sep 2:48 PM  
21-Sep 2:32 PM  
21-Sep 1:21 PM  
21-Sep 11:56 AM  
21-Sep 11:36 AM  
21-Sep 11:31 AM  
21-Sep 11:29 AM  
21-Sep 10:56 AM  
21-Sep 8:25 AM  
21-Sep 12:04 AM

21-Sep 12:01 AM  
22-Sep 8:08 PM  
23-Sep 9:14 PM  
23-Sep 6:27 PM  
23-Sep 6:13 PM  
23-Sep 3:57 PM  
23-Sep 2:07 PM  
23-Sep 10:05 AM  
23-Sep 10:04 AM

Minutes	Airtime	Charges	Total	Description Application Price
1	--	--	--	
2	--	--	--	
22	--	--	--	
7	--	--	--	
3	--	--	--	
2	--	--	--	
3	--	--	--	
2	--	--	--	
1	--	--	--	
13	--	--	--	
10	--	--	--	
5	--	--	--	
3	--	--	--	
1	--	--	--	
1	--	--	--	
2	--	--	--	
2	--	--	--	
2	--	--	--	
2	--	--	--	
1	--	--	--	
5	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
1	--	--	--	
3	--	--	--	
14	--	--	--	
8	--	--	--	
25	--	--	--	
4	--	--	--	
9	--	--	--	
39	--	--	--	
2	--	--	--	
2	--	--	--	
1	--	--	--	
1	--	--	--	
4	--	--	--	
5	--	--	--	
20	--	--	--	
5	--	--	--	
3	--	--	--	
77	--	--	--	
1	--	--	--	
1	--	--	--	

1	--	--	--
1	--	--	--
38	--	--	--
6	--	--	--
2	--	--	--
16	--	--	--
3	--	--	--
11	--	--	--
7	--	--	--
13	--	--	--
6	--	2.94	2.94
3	--	--	--
2	--	--	--
5	--	--	--
9	--	--	--
4	--	--	--
3	--	--	--
1	--	--	--
4	--	--	--
4	--	--	--
1	--	--	--
34	--	--	--
3	--	--	--
1	--	--	--
25	--	--	--
7	--	--	--
1	--	--	--
1	--	--	--
4	--	--	--
8	--	--	--
6	--	--	--
10	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
1	--	--	--
7	--	--	--
4	--	--	--
17	--	--	--
2	--	--	--
9	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
2	--	--	--
1	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
3	--	--	--

9	--	--
44	--	--
12	--	--
4	--	--
7	--	--
6	--	--
5	--	--
4	--	--
5	--	--
4	--	--
2	--	--
3	--	--
2	--	--
2	--	--
3	--	--
2	--	--
1	--	--
1	--	--
1	--	--
16	--	--
1	--	--
1	--	--
9	--	--
6	--	--
52	--	--
4	--	--
8	--	--
1	--	--
10	--	--
8	--	--
1	--	--
5	--	--
3	--	--
2	--	--
8	--	--
1	--	--
8	--	--
1	--	--
51	--	--
6	--	--
1	--	--
4	--	--
1	--	--
4	--	--
3	--	--
4	--	--
1	--	--
2	--	--
3	--	--
10	--	--
8	--	--
6	--	--
15	--	--

5	--	--	--
1	--	--	--
1	--	--	--
54	--	--	--
2	--	--	--
11	--	--	--
1	--	--	--
1	--	--	--
2	--	--	--
2	--	--	--
5	--	--	--
2	--	--	--
2	--	--	--
2	--	--	--
2	--	--	--
55	--	--	--
14	--	--	--
1	--	--	--
1	--	--	--
2	--	--	--
5	--	--	--
3	--	--	--
4	--	--	--
1	--	--	--
10	--	--	--
10	--	--	--
1	--	--	--
1	--	--	--
1	--	--	--
9	--	--	--
23	--	--	--
6	--	--	--
1	--	--	--
1	--	--	--
1	--	--	--
4	--	--	--
4	--	--	--
3	--	--	--
1	--	--	--
4	--	--	--
2	--	--	--
1	--	--	--
27	--	--	--
1	--	--	--
1	--	--	--
1	--	--	--
28	--	--	--
2	--	--	--
2	--	--	--
6	--	--	--
8	--	--	--
13	--	--	--

16	--	--	--
1	--	--	--
1	--	--	--
10	--	--	--
1	--	--	--
22	--	--	--
10	--	--	--
28	--	--	--
8	--	--	--
6	--	--	--
8	--	--	--
3	--	--	--
9	--	--	--
27	--	--	--
1	--	--	--
6	--	--	--
3	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
8	--	--	--
2	--	--	--
3	--	--	--
4	--	--	--
1	--	--	--
3	--	--	--
60	--	--	--
2	--	--	--
6	--	--	--
2	--	--	--
5	--	--	--
1	--	--	--
4	--	--	--
1	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
3	--	--	--
2	--	--	--
4	--	--	--
2	--	--	--
46	--	--	--
1	--	--	--
41	--	--	--
4	--	--	--
11	--	--	--
4	--	--	--
1	--	--	--
12	--	--	--
6	--	--	--
4	--	--	--
2	--	--	--

49	--	--	--
3	--	--	--
11	--	--	--
4	--	--	--
21	--	--	--
2	--	--	--
2	--	--	--
1	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
5	--	--	--
5	--	--	--
3	--	--	--
4	--	--	--
3	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
2	--	--	--
1	--	--	--
1	--	--	--
2	--	--	--
5	--	--	--
6	--	--	--
11	--	--	--
1	--	--	--
1	--	--	--
97	--	--	--
18	--	--	--
6	--	--	--
18	--	--	--
32	--	--	--
41	--	--	--
5	--	--	--
19	--	--	--
5	--	--	--
3	--	--	--
3	--	--	--
13	--	--	--
2	--	--	--
11	--	--	--
4	--	--	--
1	--	--	--
3	--	--	--
1	--	--	--
4	--	--	--
1	--	--	--
6	--	--	--
17	--	--	--
3	--	--	--
28	--	--	--

32	--	--	--
6	--	--	--
2	--	--	--
39	--	--	--
14	--	--	--
19	--	--	--
37	--	--	--
2	--	--	--
5	--	--	--
1	--	--	--
1	--	--	--
5	--	--	--
1	--	--	--
2	--	--	--
2	--	--	--
4	--	--	--
3	--	--	--
5	--	--	--
23	--	--	--
6	--	--	--
1	--	--	--
3	--	--	--
1	--	--	--
36	--	--	--



4
31
26
12
1
13
27
37
1
1
2
1
1
2
4
1
1
3
23
63
3
2
4
2
7
22
2

1  
1  
1  
4  
2  
2  
2  
1  
2  
1  
6  
1  
47  
3  
8  
1  
1  
8  
3  
24  
2  
20  
37  
1  
8  
10  
16  
3  
15  
2  
3  
72  
19  
7  
1  
5  
3  
2  
1  
3  
6  
15  
15  
8  
5  
9  
14  
2  
50  
1  
7  
49



1  
4  
17  
2  
2  
17  
67  
2  
4  
3  
7  
1  
1  
5  
7  
3  
8  
21  
1  
10  
11  
1  
1  
4  
2  
2  
1  
1  
2  
3  
1  
1  
2  
13  
2  
6  
2  
18  
69  
1  
2  
38  
1  
12  
7  
5  
14  
1  
2  
33  
1  
1

3  
25  
1  
19  
2  
1  
3  
1  
1

2012 TOYOTA PRIUS  
VIN# JTDKN3DU2C1  
OTHER EVIDENCE

SONY  
CD-R

COMPACT disc Recordable SUPREMAS  
700MB

NCDS CUSTOMER CLAIM FORM  
SUPPLEMENTAL MATERIALS

2012 TOYOTA PRIUS  
VIN# JTDKN3DU2C1  
VIDEOGRAPHIC EVIDENCE

FOOTAGE FROM  
CAMERA RECORDING  
MVI - 3432  
MVI - 3455  
MVI - 3456

4.7GB

FOOTAGE FROM  
CAMERA RECORDING:  
PRIUS 1  
PRIUS 3  
PRIUS 6  
PRIUS 7

NCDS CUSTOMER CLAIM  
FORM  
SUPPLEMENTAL MATERIALS