

CL-10778570-2982

FEB 18 2013

DOT Auto Safety Hotline Vehicle Owner's Questionnaire To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline				FOR AGENCY USE ONLY 100148	
U.S. Department of Transportation National Highway Traffic Safety Administration				Date Received 29-SEP-2015	Repository ☐ Reference No. 10778570
				OWNER INFORMATION (Type or Print)	
Name [REDACTED]				Daytime Telephone Number [REDACTED]	
Address [REDACTED]				E-mail Address [REDACTED]	
City OKLAHOMA CITY		State OK	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).				Evening Telephone Number [REDACTED]	
VEHICLE INFORMATION					
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side JTJBM7FX4F5 [REDACTED]			Make LEXUS	Model GX460	Model Year 2015
Date Purchased 12-27-14		Dealer's Name and Telephone Number Eschridge Lexus of Oklahoma City / LOC INC 405-757-2326		Engine: No: Cylinders	
Original Owner ☒		Dealer's City Oklahoma City		State OK	Zip Code 73114
Transmission Type ☒ Antilock Brakes ☒ Cruise Control	Powertrain		Multiple Failure:		Incident Date(s) 15-SEP-2015
FAILED COMPONENT(S)/PART(S) INFORMATION					
Vehicle Component Code: BRAKES (PWS)				Failure Mileage 14,881	Failure Speed 20
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)		☐ Original Equipment ☐ Prior Repair		Failure Location:	
Tire Component Code				Tire Failure Type:	
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE					
Make:		Date Manufactured:		Model No./Name:	
Seat Type:		Installation System:			
Child Seat Component Code:		Failed Part:			
APPLICABLE INCIDENT INFORMATION (Please describe in detail the incident(s), Failure(s), Crash(es), and injury (ies).)					
Crash ☐ Yes ☒ No	Fire ☐ Yes ☒ No	Number of Persons Injured	Number of Deaths	Reported to Police N	
Narrative Description of Incident(S), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e, parts repaired or replaced (and if old part is available).					
TL* THE CONTACT OWNS A 2015 LEXUS GX460. WHILE DRIVING APPROXIMATELY 20 -25 MPH AND APPROACHING A STOP SIGN, THE BRAKE PEDAL WAS APPLIED AND THE BRAKES FAILED TO RESPOND. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT A VALVE INSIDE THE BRAKING SYSTEM FAILED. IN ADDITION, THERE WAS A UNKNOWN COMPONENT FOUND IN THE BRAKING SYSTEM CAUSING THE VEHICLE TO LEAK BRAKE FLUID INTERNALLY. THE MECHANIC UNPLUGGED THE CONNECTOR TO THE BRAKING COMPUTER SYSTEM. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS UNKNOWN.					
See attached explanation of events as reported to Lexus/Toyota/Eschridge dated Wednesday, Sept. 23, 2014. Also, attached are the repair + maintenance records on this vehicle. This vehicle was "repaired" in late November 2014 - copy of Corporate Lawyer explanation of problem with correspondence attached.					
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.					

RR
22616
LD

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

The brakes in an 8.5 month old 2015 Lexus GX460 completely failed with no notice - no warning light or prior "odd" acting brakes. This was a sudden unexpected event. Fortunately, it occurred in my neighborhood at a low rate of speed so no one was injured physically. I will provide any and all information you need. Lexus/Toyota and it's dealership have been a NIGHTMARE to deal with and will not negotiate me out of this car reasonably and will not provide written reasonable guarantees the car is safe to drive or that this will not happen again.

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department
of Transportation

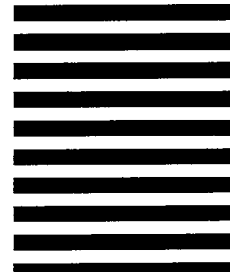
**National Highway
Traffic Safety
Administration**

1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382

Official Business
Penalty for Private Use \$300



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IN THE
UNITED STATES**



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WASHINGTON, DC

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**US Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-210
1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382**



SAFERCART

**Think your vehicle
has a safety defect?**

**If so:
Use the enclosed
form to file a report.**

**or visit:
www.safercar.gov**

**or call:
Vehicle Safety Hotline
888-327-4236**

NHTSA

U.S. Department of Transportation
National Highway Traffic Safety Administration
Washington, D.C. 20590

[REDACTED]

From: [REDACTED]
Sent: Wednesday, September 23, 2015 4:30 PM
To: 'info@toyota.com'
Cc: 'shaun_wong@lexus.com'; 'customer_satisfaction_inquiries@lexus.com'
Subject: re: account no: [REDACTED] - complete brake failure on 2015 GX 460

To Whom it may Concern:

This is to advise and document serious problems with regard to my/my law firm's 2015 GX 460 Lexus VIN JTJBM7FX4F5 [REDACTED] leased on 12-27-14 from Eskridge Lexus in Oklahoma City. The lease is a two year prepaid lease with the option to buy.

On Tuesday, September 15, 2015, while my husband was driving our daughter to school, the GX had total brake failure. The car would not stop, the brakes would not work, the brake pedal went essentially to the floor and there was no notice or warning light. This was a sudden unexpected event. Fortunately this failure occurred in our neighborhood about one block from our house, though they "floated" the stop sign, no one was coming and no one was injured. Eskridge was immediately notified and the car was towed to the dealership within one hour of this incident, roughly 9am that morning. At approximately 3pm that day when I had not heard anything from the dealership, I initiated a phone call. Initially I spoke with Christina who then directed me to Ryan Bilger as my service tech. Ryan Bilger wanted to know what was wrong with the car before he had a mechanic look at it as they wanted some idea of the issue. I advised Ryan that he/the mechanic needed to get in the car, do not drive it out of the lot, make sure there were no other cars around, at low rate of speed, and see if he could get the car to brake/stop. Approximately 10 minutes later, Ryan called and said there is a very obvious problem with this car. I stated to Ryan, "you do agree this car suffered catastrophic brake failure with no notice" and he said "yes it did".

Mr. Bilger advised this was a very unusual event and he would need to talk to his supervisor and corporate and would get back to me. I advised Mr. Bilger that I was very leery of that car and did not want it back. I drive this car to Dallas usually 2 days a week at roughly around 75-80 mph and that is was fortuitous that my husband and daughter jumped in the car to drive to school, otherwise I would have been on the road to Dallas in it the next day. Sometime in the next 24-48 hours I called Mr. Bilger again and asked who had authority to negotiate the lease. He asked his supervisor Wes Bowles who directed Mr. Bilger to direct me to corporate 1-800-25 LEXUS. I called and spoke to a customer service rep who took my information and documented the events and advised that he would assign a case manager who would call me in the next 2 business days.

On Friday, September 18, I spoke to the case manager, Brenna Taguchi. The same information was repeated and I again asked "who has authority to negotiate this lease", she advised it was not her and that I could neither go back to the dealership as they could work a deal or she could put me in touch with the lemon law group. The following day, Saturday, September 19, I went to Eskridge and asked to speak with the General Manager, Doug Berryhill. In my meeting with Doug Berryhill, we again went over the issues with the car and that he understood I did not want the car back. He stated that Lexus Financial was the entity that I needed to deal with, he took Brenna's name and phone number from me as he seemed a bit surprised that she would refer me back to the dealership for negotiations and that he had only one other dealing in about 20 years with a lemon law issue and that I was not going to like what he had to say about the situation— under the lemon law they had the opportunity to cure the defect, so he felt like they should just get to fix the car. I told him the lemon law was not an exclusive remedy and that I believed this was a material breach of contract. Mr. Berryhill said that "sounded like lawyer talk" to him. I said, I just need someone with authority to negotiate this lease, whoever it was. He said he would make some calls on Monday, that the owner, Mr. Eskridge, would return from his golf trip at St. Andrews by Tuesday and would talk with him and he would see if he could navigate through the layers of bureaucracy to get me in touch with whom I wished to speak.

After my conversation with Mr. Berryhill, I went to the service department and spoke with Ryan Bilger as I wanted my personal items out of the car. Mr. Bilger obtained the key, walked me to my car in the back service lot, assisted me in clearing out the car and then talked with me about how or why the brakes failed. He popped the hood and showed me the brake system and described the parts. Mr. Bilger advised me that the mechanic disconnected the two electronic cables to the electronic brake controller/computer describing in essence a 'rebooting' and that the brake system then worked fine. In fact, he invited me to drive the car in the lot and test it myself. I declined. He stated obviously they were going to replace the brake actuator and not send me out of the dealership without doing something to the brakes.

On Monday, September 21, I received a call from Eskridge Service Supervisor, Wes Bowles. Mr. Bowles advised that Mr. Berryhill had asked him to contact me. I asked if he was calling in lieu of Mr. Berryhill and he said he did not know. Mr. Bowles informed me they had received the parts from Lexus to fix the car and wanted authorization to proceed with the repairs. I asked Mr. Bowles if I had authority to decline the repairs, he said he did not know, but was asking my permission. I then asked if it would impede or impair my position to negotiate on this lease. He said, he did not know. I said I have been asking now for a week to speak with someone who had authority to negotiate this lease. He said he had spoken with Debbie 'Valdez' (he did not know how to pronounce her last name) about the issue and she should be calling me. Mr. Bowles advised me this was a very rare, rare event and that he had never seen or heard of this before. He stated that they wanted to replace the brake actuator. He informed me that a valve inside the brake system had failed/leaked and that it probably came from the manufacturer defective, probably some metal shavings or something and all the brake fluid had leaked from the system internally, so there was no brake fluid which caused the failure. I asked why there would be no warning light for this and he indicated to the effect that they cannot warn for everything or this type of internal failure. I told Mr. Bowles that if this is such a rare event then he could not in good faith guarantee that this would not happen again. He said he could. I said he had no evidence or experience upon which to base such a guarantee. I told him I was unwilling to take the risk and was shocked that he would think that I should. I told him to "sit" on the car. Mr. Bowles advised me I would need to return his loaner car if I was not going to authorize the repairs and that any "buy back" process would take at least 30 days—which I interpreted as his attempt to make things hard and to dissuade me from getting out of this car (and is also indicative of the attitude of this dealership). I then advised Mr. Bowles that I did not have one of his loaner cars. I also advised Mr. Bowles that they have my rubber floor mats in that car and that I did not get them, but that I had the nice unused carpet mats and would return them to Eskridge.

I then tried to contact my case manager, Brenna, and was not able to speak with her and left a voicemail for her to call. On Tuesday, I reached out to Brenna again and left another message. She did return my call on Tuesday afternoon. I advised Brenna of the information and communications I had with the dealership after her advice to try to negotiate with them. She informed me that she was actually speaking with Debbie 'Valdez' about my situation during one of my calls which is why she could not take my call. I once again asked for Brenna Taguchi to put me in direct contact with someone who has authority to negotiate this lease i.e. a decision maker. She asked me what I wanted, I told her I wanted to speak with someone with authority to negotiate.

This morning, Wednesday, Sept 23, I received a voicemail from Ryan Bilger at Eskridge advising me that the part was in from Lexus to fix the brakes and asked me to call him to authorize repairs. I did not return his call. He called again and I advised him to hold off on any repairs. Ryan Bilger advised me if I do not get answers from my case manager, Brenna Taguchi, to contact Lexus Financial directly.

As a side note, the Customer Satisfaction department (i.e. 1-800-255-3987 option 3) case manager division is not forthcoming with information concerning the name of supervisors for Ms. Taguchi or an email address for Ms. Taguchi or her supervisor or the contact information for Ms. Debbie 'Valdez', not only would they not provide this information to me, but they would not provide the information to the account representative who was attempting to help me at Lexus Financial.

I have zero confidence in this car and in Eskridge. This defect/failure was very serious and a potentially life threatening event. This car, in my opinion, should be taken off the road, period and this defect should be federally reported.

However, that is not my call. I want someone to please contact me with authority to negotiate this lease i.e. a decision maker. Please advise.

Very truly,

[REDACTED]
Oklahoma City, Oklahoma
[REDACTED]
[REDACTED]
[REDACTED]

CONFIDENTIALITY NOTICE: This electronic mail transmission, and any attachments, contains information that is confidential and/or legally privileged. The information belongs to the sender and is intended only for the use of the person or entity to whom it is addressed. If you are not the named recipient, you are hereby notified that taking, copying or disclosing this information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone at [REDACTED] to arrange for the return of the message and any attachments. Thank you.

THANK YOU FOR YOUR EMAIL

Your email has been submitted. A member of our support team will get back to you soon. Use this reference number for follow-up:



CLOSE



[REDACTED]
[REDACTED]
• Oklahoma City, Oklahoma [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

December 15, 2015

Randy Reid
US DOT
National Highway Traffic Safety Admin.
Office of Defects Investigation, NVS-210
1200 New Jersey Avenue SE
Washington, D.C. 20077-9382

RE: [REDACTED] 2015 Lexus GX460 - Brake failure
VIN: JTJBM7FX4F5 [REDACTED]

Dear Mr. Reid:

I apologize for the delay in responding as I was awaiting information from Corporate Lexus as to why or what caused this brake failure as they "repaired" this vehicle in late November. We (I have had to hire a lawyer on this, though I am one - Martin Ozinga is my lawyer) have had one response from the Corporate Lexus lawyer, Mr. Terlep, in a letter dated November 24, 2015. He has not responded to any other requests for information from my attorney. I am not driving the vehicle. It is still sitting on the dealership lot.

I am happy to assist you in your investigation in any way. This was a life threatening safety malfunction that occurred with this vehicle and hopefully the NHTSA will take this more seriously than Lexus has.

Very Truly,

[REDACTED]
Enclosures

From: Barb Murphy [mailto:Bcorso@smbtrials.com]
Sent: Tuesday, November 24, 2015 2:35 PM
To: Ozinga, Martin G.
Cc: Bruce Terlep; Barb Murphy
Subject: [REDACTED] 2015 Lexus GX460

SWANSON, MARTIN & BELL, LLP

ATTORNEYS AT LAW
2525 CABOT DRIVE, SUITE 204
LISLE, ILLINOIS 60532
(630) 799-6900 • FAX (630) 799-6901

Bruce S. Terlep
(630) 799-6920

E-mail at
bterlep@smbtrials.com

November 24, 2015

Via E-Mail

mgozinga@phillipsmurrah.com

Martin G. Ozinga
Phillips Murrah Law Offices
Corporate Tower
101 N. Robinson Avenue, 13th Floor
Oklahoma City, OK 73102

RE: [REDACTED]
2015 Lexus GX460
VIN JTJBM7FX4F5 [REDACTED]

Dear Mr. Ozinga:

As we have explained in our prior communications with both you and [REDACTED] Eskridge Lexus, in conjunction with the Toyota Motor Sales, U.S.A., Inc. ("TMS") Field Technical Specialist, conducted diagnostic tests on [REDACTED] Lexus to determine the cause of the brake malfunction. The braking system on Ms. [REDACTED] 2015 Lexus GX460, like the braking systems on other Lexus vehicles, is a closed system made up of a finite number of component parts. Based upon the diagnostics performed on [REDACTED] vehicle, Eskridge Lexus concluded that the hardware associated with the braking system was functioning properly, and there were no defects or malfunctions with the hardware components on the braking system. The remaining component of the braking system that could have caused the malfunction described by your client is the brake fluid, due to the presence of microscopic debris in the fluid. When the system was rebooted during the diagnostic tests, the pump and brake actuator re-engaged, which then moved the fluid. This would have moved the particulate away from the valves, leaving the brake system to operate normally after the system was rebooted.

The brake valves are highly engineered. Particulate at the microscopic level can interfere with the clearances in the valve assemblies. In addition to replacing the brake fluid in the system, Eskridge Lexus, in conjunction with the TMS Field Technical Specialist, also replaced the brake actuator assembly, as that unit would have retained some of the original brake fluid after the rest of the system was rebooted. Replacing the brake actuator assembly was done to provide an additional measure of assurance that the original brake fluid did not remain in the vehicle.

The brake fluid would need to be analyzed on a microscopic level to confirm the presence of particulate. Such testing would be conducted by Toyota Motor Corporation in Japan and would require disassembly of the brake actuator assembly. You have requested that the components removed from the vehicle be preserved, however, and so the components remain in their unaltered, post-removal state at Eskridge Lexus.

As discussed previously and above, it is TMS' position that the vehicle has been repaired. In addition, as mentioned in my previous correspondence to you, the vehicle remains available for pick up by your client. I would again ask that your client promptly retrieve the vehicle from Eskridge Lexus.

Regards,

SWANSON, MARTIN & BELL, LLP

/s/ Bruce S. Terlep

BST/bam

Barb Murphy
Assistant to Bruce S. Terlep and
Christian A. Sullivan
Swanson, Martin & Bell, LLP
2525 Cabot Drive, Suite 204
Lisle, Illinois 60532
(630) 799-6921 Direct Line
(630) 799-6900 General
(630) 799-6901 Facsimile
bmurphy@smbtrials.com

From: Ozinga, Martin G.
Sent: Tuesday, November 24, 2015 3:07 PM
To: 'Barb Murphy'
Subject: RE: [REDACTED] 2015 Lexus GX460

Sorry Bruce, once again I forgot to ask a question in the previous e-mail below. Did they remove all the brake fluid in the system including the brake lines to the calipers? I would guess they would have to actually open the brake lines at the wheels/calipers to do so? Martin

From: Ozinga, Martin G.
Sent: Tuesday, November 24, 2015 2:59 PM
To: 'Barb Murphy'
Subject: RE: [REDACTED] 2015 Lexus GX460

Hi Bruce,

First, thanks for the below. Having said that and with all due respect, that does not make sense. If the brake fluid had/has particulates in it, where did that come from? There are only two possible explanations. It either came from the factory or something mechanical broke down causing the particulates in the fluid.

The vehicle had been driven for over a year without any problems which would tend to make it more likely that a mechanical problem occurred to cause this and not bad fluid from the factory. That is sort of alarming considering nothing indicated the problem before it happened – some trouble light should have occurred if the system lost pressure due to a blocked valve.

I will talk to my client tomorrow and ask to get her authorization so that you can get the actuator checked out. We want to get to the bottom of the problem as soon as possible. Assuming you people could not determine the sources of the problem from a visual inspection, I would forgo inspecting it myself.

I really don't want her driving that car until it is determined what caused the failure especially if it is a design fault with the actuator. As you would know, replacing an actuator with another with the same design is not reassuring if it is a design problem.

Considering how long it is taking to resolve this, I would ask that you pay for a rental car for her until it is determined what specifically went wrong.

Thanks for your time on this.

Martin G. Ozinga
Patent Attorney
Phillips Murrah P.C.
Corporate Tower, 13th Floor
101 N. Robinson Ave.
Oklahoma City, OK 73102
405-235-4100 ph
405-235-4133 fax

[REDACTED]

From: Ozinga, Martin G. <mgozinga@phillipsmurrah.com>
Sent: Thursday, December 03, 2015 4:28 PM
To: 'Barb Murphy'; Bruce Terlep (Bterlep@smbtrials.com)
Subject: RE: [REDACTED] 2015 Lexus GX460

Bruce,

I just left you a voice mail – please give me a call to let me know where we stand.

Thanks

Martin G. Ozinga
Patent Attorney
Phillips Murrah P.C.
Corporate Tower, 13th Floor
101 N. Robinson Ave.
Oklahoma City, OK 73102
405-235-4100 ph
405-235-4133 fax

From: Ozinga, Martin G.
Sent: Wednesday, November 25, 2015 11:15 AM
To: 'Barb Murphy'
Subject: RE: [REDACTED] 2015 Lexus GX460

Bruce,

My client has given permission to have the parts/fluid sent back for inspection, but we would like them back after that.

Once again, before she drives the car, we need assurance that all the brake fluid was replaced and flushed entirely including the calipers (if microscopic particles can do this, they may have remained in the system even after removing the original fluid) AND we need to know what went wrong in the first place.

I also think it is reasonable for you all to pay for a rental car. I have been trying to get to the heart of the problem with the car for over a month now.

Martin G. Ozinga
Patent Attorney
Phillips Murrah P.C.
Corporate Tower, 13th Floor
101 N. Robinson Ave.
Oklahoma City, OK 73102
405-235-4100 ph
405-235-4133 fax



LEXUS OF OKLAHOMA CITY

700 WEST MEMORIAL RD. P.O. BOX 13010

OKLA. CITY, OKLA. 73113

(405) 755-9000

www.eskridgelexus.com



CELL

CUSTOMER NO.	ADVISOR RYAN BILGER	360	TAG NO.	INVOICE DATE 09/25/15
OKLAHOMA CITY, OK	LABOR RATE	LICENSE NO.	MILEAGE 14,881	COLOR NEBULA GRAY
	YEAR / MAKE / MODEL 15/LEXUS/GX 460/4WD 5DR WGN V8 SAT			DELIVERY DATE 12/27/14
	VEHICLE I.D. NO. J T J B M 7 F X 4 F 5			DELIVERY MILES 10
	F.T.E. NO.			SELLING DEALER NO.
P.O. NO.			R.O. DATE 09/15/15	PRODUCTION DATE
COMMENTS				

MO: 14881

LABOR & PARTS

J#1402LEZ BRAKES UNITS: TECH(S):59 INTERNAL

C/S: CUSTOMER THINKS BRAKES AREN'T WORKING RIGHT NO LIGHTS ON BUT HAVING TOWED IN

C/S THERE WAS BRAKE FAILURE WHILE DRIVING WITH NO WARNING C/S THE BRAKE PEDAL GOES TO THE FLOOR AND VEHICLE IS HARD TO STOP

CHECKED POWER SUPPLY TO BRAKE BOOSTER/MASTER CYLINDER ASSEMBLY AND HAD GOOD POWER SUPPLY. UPON RECONNECTING POWER SUPPLY CONNECTOR BOOSTER/MASTER CYLINDER ASSEMBLY STARTS WORKING PROPERLY. CONTACTED TECHNICAL ASSISTANCE AND WORKED WITH DIAGNOSTIC SPECIALIST AND FOUND PROBLEM TO BE INTERNAL FAILURE IN BRAKE BOOSTER/MASTER CYLINDER ASSEMBLY. TECHNICAL ASSISTANCE CASE NUMBER

NECESSARY TO REPLACE BRAKE BOOSTER/MASTER CYLINDER ASSEMBLY TO REMEDY CONCERN. CUSTOMER DECLINED REPAIRS AT THIS TIME. TECHNICAL ASSISTANCE CASE NUMBER SPOKE WITH CUSTOMER IN PERSON ON 09-19-2015 AT ESKRIDGE LEXUS. CUSTOMER RETRIEVED ALL PERSONAL ITEMS AND DECLINED AUTHORIZING WARRANTY REPAIRS. APPROX 10:30 AM SERVICE MANAGER SPOKE WITH CUSTOMER ON 9-22-2015 ON THE PHONE. CUSTOMER DECLINED MAKING WARRANTY REPAIRS. SPOKE WITH CUSTOMER 9-23-2015 ON THE PHONE AND AGAIN THE CUSTOMER DECLINED MAKING WARRANTY REPAIRS TO THE VEHICLE AT THAT TIME. APPROX 2:00 PM

SPOKE WITH CUSTOMER 9-25-2015 ON THE PHONE AND CUSTOMER DECLINED MAKING WARRANTY REPAIRS. CUSTOMER DECLINED PICKING THE VEHICLE UP. APPROX 11:00 AM

JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)

COMMENTS

LOANER created 2015-09-15 08:01:00am taken by Patience Shirkey

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE AS BEING USED OR REMANUFACTURED.

ADDITIONAL REPAIRS AUTHORIZED:

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

ESTIMATE _____ TIME _____ PM ☐

ADDITIONAL _____ DATE _____

TOTAL _____ OK'D _____

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON REVERSE SIDE



Service History for VIN: JTJBM7FX4F5

Service History for 2015 GX460 STANDARD (9700) V8 - 1UR-FE, 6AT-F/4WD, 01H9-NEBULA GRAY PEARL [JTJBM7FX4F5]

Warranty NSH



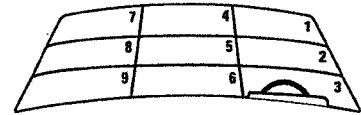
Customer Pay	Warranty Pay	Internal (DEALER) Pay	Goodwill	Total Amount
\$0	\$402.14	\$0	\$0	\$402.14

Date	Source	Mileage	Dealer	RO Number	RO Total	Service Advisor
09/25/2015	NSH	14881	ESKRIDGE (63501)		\$0	BILGER,RYAN
Condition: 1- Op Code: 47399				Pay Type: INTERNAL (DEALER) PAY		
Op Code Desc: OTHERS ~ ~C/S: CUSTOMER THINKS BRAKES ARENT WORKING RIGHT NO LIGHTS ON BUT HAVING TOWED IN C/S THERE WAS BRAKE FAILURE WHILE DRIVING WITH NO WARNING C/S THE BRAKE PEDAL GOES TO THE FLOOR AND VEHICLE IS HARD TO STOP ~ ~CHECKED POWER SUPPLY TO BRAKE BOOSTER/MASTER CYLINDER ASSEMBLY AND HAD GOOD POWER SUPPLY. UPON RECONNECTING POWER SUPPLY CONNECTOR BOOSTER/MASTER CYLINDER ASSEMBLY STARTS WORKING PROPERLY. CONTACTED TECHNICAL ASSISTANCE AND WORKED WITH DIAGNOSTIC SPECIALI ~ ~NECESARRY TO REPLACE BRAKE BOOSTER/MASTER CYLINDER ASSEMBLY TO REMEDY CONCERN. CUSTOMER DECLINED REPAIRS AT THIS TIME. TECHNICAL ASSISTANCE CASE NUMBER SPOKE WITH CUSTOMER IN PERSON ON 09-19-2015 AT ESKRIDGE LEXUS. CUSTOMER RETRIEVED ALL PERSONA						
No Part Info Available						

Date	Source	Mileage	Dealer	RO Number	Amount	Claim #	Pay Type
08/01/2015	WARRANTY	10638	ESKRIDGE (63501)		\$131.76		WARRANTY PAY
Claim #:	Part #:	Part Desc:			Replaced Part:N		Goodwill Indicator: N
Op Code: 00110F	Repair:10,000 MILE FULL SERVICE						
T1:	T2:	T3:					
Condition Desc:							
Cause Desc:							
Remedy Desc:							

Date	Source	Mileage	Dealer	RO Number	RO Total	Service Advisor
08/01/2015	NSH	10638	ESKRIDGE (63501)		\$138.14	PARSONS,KRISTINA
Condition: 1- Op Code: 000989				Pay Type: CUSTOMER PAY		
Op Code Desc: OTHER INSPECTION ~ ~AUTOMATIC CAR WASH AND VACUUM \$10.00 VALUE AT NO CHARGE WITH SERVICE WORK PERFORMED ~ ~. ~ ~.						
No Part Info Available						
Condition: 2- Op Code: 00LEZ010A				Pay Type: WARRANTY PAY		
Op Code Desc: 8 CYL 10K SYN OIL ~ ~8 CYL 10K SERVICE SYNTHETIC OIL & FILTER SERVICE ROTATE AND INSPECT TIRES INSPECT AND ADJUST TIRE PRESSURE INSPECT ALL FLUID LEVELS INSPECT AIR FILTER AND DRIVE BELTS VISUAL BRAKE INSPECTION RESET MAINT						

Printed at 63501 by BOLESW on Thursday, 10/08/2015 10:40 AM MDT © 2015 Toyota Motor Sales, USA, Inc.



Location Information

Safelite
900 METROPOLITAN AVE.
OKLAHOMA CITY, OK 73108
405-945-1050

Deductible - Invoice

Technician ID: 01809-155

Inv Date: 6/16/2015

CTU WO: [REDACTED]

10/6/2015 1:24 PM

Account Information

Primary: [REDACTED]

Policy #: [REDACTED]

Alternate: [REDACTED]

Claim #: [REDACTED]

PO#/Ref: [REDACTED]

Ath/Ver: Sherri PETSKA

Loss Loc: [REDACTED]

Loss Date/Cause: 6/14/2015 ROCK FROM ROAD - NO ONE AT FAULT

Year	Make	Model	Body Style	Mileage	License	State	Stock #
2015	LEXUS	GX 460	4 DOOR UTILITY	8544.00	[REDACTED]	OK	

Vehicle ID #: J T J B M 7 F X 4 F 5

Service Location: InShop

Qty	Part #	List	Selling	Labor	Kit	Material	Extension
1	WSREPAIR	\$0.00	\$0.00	\$79.95	\$0.00	\$0.00	\$79.95

Replace with new - IN-STORE W/S REPAIR:

Comment:

Tender Information

Type	Card Type	Account	Auth Code	Amount
Account				\$79.95

Initial here if replaced parts should be saved for inspection or returned:

Part Sub Total:	\$0.00
Labor Sub Total:	\$79.95
Sub Total:	\$79.95
Sales Tax:	\$0.00
Insurance Total:	\$79.95
Total Balance Due	\$0.00

Original Estimate: \$79.95 I authorize Safelite AutoGlass to provide the above-referenced goods and services and to install glass and related parts that are manufactured by Safelite AutoGlass or another aftermarket manufacturer. Subject to completion of the work, I assign Safelite AutoGlass any claim that I have under my insurance policy to recover, and authorize my insurance company to pay to Safelite AutoGlass, the balance due. If said amount is not paid in full by my insurance company, I agree to pay any unpaid balance.

Customer's Signature: _____ **Date** _____

If your check is unpaid for insufficient or uncollected funds, we may electronically debit your account for the principle check amount and a service fee as allowable by law. You have the right to select the repair facility of your choice.

Revised Estimate: _____ **Reason:** _____ **Additional Cost:** _____

Authorized by: _____ **Phone:** _____ **Date** _____ **Time:** _____

Amount to collect from Customer: \$0.00 **Tender:** _____

Adhesive Brand: _____ **Part #:** _____ **Lot #:** _____ **Safe to drive after:** _____ **AM PM**



ESKRIDGE LEXUS OF OKLAHOMA CITY

700 WEST MEMORIAL RD. P.O. BOX 13010

OKLA. CITY, OKLA. 73113

(405) 755-9000

www.eskridgelexus.com

ONLINE SERVICE APPOINTMENT
AVAILABLE AT WWW.ESKRIDGELEXUS.COM

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
	KRISTINA PARSONS	418	08/01/15	
	LABOR RATE	MILEAGE	COLOR	
		10,636	NEBULA GRAY	
OKLAHOMA CITY, OK	YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES	
	15/LEXUS/GX 460/4WD 5DR WGN V8 5AT	12/27/14	10	
	VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE	
	J T J B M 7 F X 4 F 5			
	F.T.E. NO.	P.O. NO.	R.O. DATE	
			08/01/15	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 10638

LABOR & PARTS

J# 1 00LEZ010A 8 CYL 10K SYN OIL UNITS: 0.60 TECH(S):75

WARRANTY

8 CYL 10K SERVICE
SYNTHETIC OIL & FILTER SERVICE
ROTATE AND INSPECT TIRES
INSPECT AND ADJUST TIRE PRESSURE
INSPECT ALL FLUID LEVELS
INSPECT AIR FILTER AND DRIVE BELTS
VISUAL BRAKE INSPECTION
RESET MAINT REMINDER SYSTEM
OPCODE 00110F
SERVICE DUE
00110F
PERFORMED 10K SERVICE

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

ALL PARTS INSTALLED ARE NEW
UNLESS SPECIFIED OTHERWISE AS
BEING USED OR REMANUFACTURED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 1	1	04152-YZZA3	REPLACEABLE ELEME		
JOB # 1	1	90430-12031	GASKET		
JOB # 1	9	00279-0WQTE-01	0W20-SINGLE QUART		

JOB # 1 TOTAL PARTS

WARRANTY
WARRANTY
WARRANTY

0.00

JOB # 1 TOTAL LABOR & PARTS

0.00

J# 2 01LEZ01 FREE CAR WASH UNITS: 0.00 TECH(S):75

0.00

AUTOMATIC CAR WASH AND VACUUM
\$10.00 VALUE AT NO CHARGE
WITH SERVICE WORK PERFORMED

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 2					

JOB # 2 TOTAL PARTS

0.00

JOB # 2 TOTAL LABOR & PARTS

0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.01 (+TAX)

COMMENTS
WAIT created 2015-07-31 08:49:00am taken by Patience Shirkey

ADDITIONAL REPAIRS
AUTHORIZED:

I ACKNOWLEDGE NOTICE AND ORAL
APPROVAL OF AN INCREASE IN THE
ORIGINAL ESTIMATED PRICE.

ESTIMATE \$ TIME PM

ADDITIONAL \$ DATE

TOTAL \$ OK'D

NOTICE TO CONSUMER: PLEASE
READ IMPORTANT INFORMATION
ON REVERSE SIDE

**ESKRIDGE LEXUS OF OKLAHOMA CITY**

700 WEST MEMORIAL RD. P.O. BOX 13010

OKLA. CITY, OKLA. 73113

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www.eskridgelexus.com

**ONLINE SERVICE APPOINTMENT
AVAILABLE AT WWW.ESKRIDGELEXUS.COM**

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
	KRISTINA PARSONS	418	08/01/15	
	LABOR RATE	LICENSE NO.	COLOR	
			NEBULA GRAY	
	YEAR / MAKE / MODEL	MILEAGE	DELIVERY DATE	DELIVERY MILES
	15/LEXUS/GX 460/4WD 5DR WGN V8 5AT	10,636	12/27/14	10
OKLAHOMA CITY, OK	VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE	
	J T J B M 7 F X 4 F 5			
	F.T.E. NO.	P.O. NO.	R.O. DATE	
			08/01/15	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 10638

TOTALS

*
* [] CASH [] CHECK CK NO. [] *
*
* [] VISA [] MASTERCARD [] DISCOVER *
*
* [] AMER XPRESS [] OTHER [] CHARGE *
*

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**DISCLAIMER OF WARRANTIES**

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**ALL PARTS INSTALLED ARE NEW
UNLESS SPECIFIED OTHERWISE AS
BEING USED OR REMANUFACTURED.**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

**ADDITIONAL REPAIRS
AUTHORIZED:**

I ACKNOWLEDGE NOTICE AND ORAL
APPROVAL OF AN INCREASE IN THE
ORIGINAL ESTIMATED PRICE.

ESTIMATE \$ _____ TIME _____ PM ☐

ADDITIONAL \$ _____ DATE _____

TOTAL \$ _____ OK'D _____

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**ONLINE SERVICE APPOINTMENT
AVAILABLE AT WWW.ESKRIDGELEXUS.COM**

CUSTOMER NO. [REDACTED]	ADVISOR CHRISTIAN ANAYA	TAG NO. [REDACTED]	INVOICE DATE 04/07/15	INVOICE NO. [REDACTED]
[REDACTED] OKLAHOMA CITY, OK	LABOR RATE	LICENSE NO.	COLOR NEBULA GRAY	DELIVERY MILES 10
	YEAR / MAKE / MODEL 15/LEXUS/GX 460/4WD 5DR WGN V8 5AT		DELIVERY DATE 12/27/14	PRODUCTION DATE
	VEHICLE I.D. NO. J T J B M 7 F X 4 F 5 [REDACTED]		SELLING DEALER NO.	
	F.T.E. NO.		P.O. NO.	R.O. DATE 04/07/15
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS		

MO: 5482

LABOR & PARTS
J# 1 36LEZ005000 5K MILE SVC UNITS: 0.40 TECH(S):48 WARRANTY

CUSTOMER REQUESTS A 5K MILE SERVICE
CUSTOMER REQUESTS A 5K MILE SERVICE
PERFORMED A 5K MILE SERVICE PER CUSTOMER'S REQUEST
ALL BRAKE 90% ALL TIRES 11/32
ALL FLUID CHECKED TOPPED OFF
SET ALL TIRES 34 PSI
ROTATION COMPLETED
OPCODE 00105L

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 01LEZ01 FREE CAR WASH UNITS: 0.00 TECH(S):48 0.00

AUTOMATIC CAR WASH AND VACUUM
\$10.00 VALUE AT NO CHARGE
WITH SERVICE WORK PERFORMED

JOB # 2 TOTAL LABOR & PARTS 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.01 (+TAX)

COMMENTS
WAIT created 2015-04-06 07:47:00am taken by Ryan Gross

TOTALS

* [] CASH [] CHECK CK NO. [] *
* [] VISA [] MASTERCARD [] DISCOVER *
* [] AMER XPRESS [] OTHER [] CHARGE *

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**ALL PARTS INSTALLED ARE NEW
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BEING USED OR REMANUFACTURED.**

**ADDITIONAL REPAIRS
AUTHORIZED:**

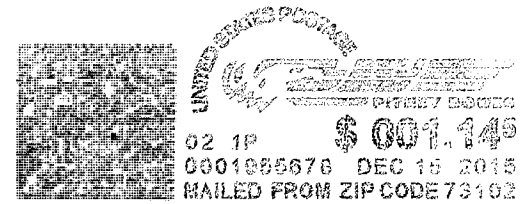
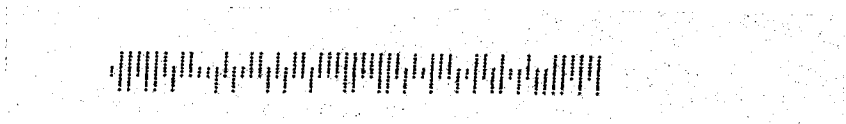
I ACKNOWLEDGE NOTICE AND ORAL
APPROVAL OF AN INCREASE IN THE
ORIGINAL ESTIMATED PRICE.

ESTIMATE \$ _____ TIME _____ PM ☐

ADDITIONAL \$ _____ DATE _____

TOTAL \$ _____ OK'D _____

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ON REVERSE SIDE**



[Redacted]
[Redacted] Oklahoma City, Oklahoma [Redacted]

Randy Reid
US DOT
National Highway Traffic Safety Admin.
Office of Defects Investigation, NVS-210
1200 New Jersey Avenue SE
Washington, D.C. 20077-9382