

CL-11175477-2301

2019 01 2019

November 29, 2018

Toyota Motor Sales, U.S.A., Inc.
P.O. Box 259001
Plano, TX 75025-9001

Re: Formal Complaint
Recall Demand and Complaint
Notice of Intent to sue / Class Action

Dear Management:

I recently rented a 2018 Toyota Camry: VIN# 4T1B11HK3JU [REDACTED] from Enterprise Leasing Company of Indiana 1628 East State Road 44 Shelbyville, Indiana 46176 on 11/27/2018 for a 4-hour road trip to Ohio from my city. See attached Rental Agreement.

While driving from Shelbyville, Indiana to the State of Ohio, the weather was snowing, wet and muddy. I had to use the wipers and wiper cleaner often during my trip to Ohio, a 4-hour drive. Headed to Akron, Ohio for pleasure. Upon my return home to Shelbyville, Indiana on the highway, when attempting to use the Cruise Control system in the 2018 Toyota, the system refused to allow me to operate the cruise control saying: "Loss of Dynamic Radar-Controlled Cruise Control: Clean Sensor". I'm thinking that while driving, I had to press all of these control buttons on the steering wheel while driving on the highway with snow and ice to clean the sensor but nothing worked. I pulled into a gas station in Ohio, thinking that perhaps the snow and ice had clogged the sensor somewhere within the grill, so I used the windshield cleaner brush available at the gas station to start cleaning the front grill, never locating the sensor, and no visible signs of where the sensor was located. While doing this, I landed on a patch of ice and slipped onto my back hard.

I am legally handicap living with multiple myeloma cancer, and a shattered right pelvic bone due to the cancer, with surgery to save the right leg which included pins and rods to maintain the right leg. I walk with a cane and/or a mobility scooter. Because of the 4-hour drive alone, I desired to use the cruise control, so I took what steps was necessary to repair the vehicles sensor to get it operational, which caused me to fall onto my back, causing severe pain and suffering. Other customers came to help me get up off the ground, and helped me back to the car.

One male customer advised that I use the automatic car wash to possibly clean the sensor and utilize the control system on the vehicle. He took my money and paid \$8.00 for the basic wash. After running the car through the auto-car wash, the sensor was cleaned and I was able to use the cruise control unit. I finished my journey home for the four hour trip in agonizing pain, discomfort and pain.

The cruise control unit on the 2018 Camry is defective. When driving in snow and ice, if enough is packed into the grill or other locations of the front of the car where the sensor is located, it's the driver of these vehicles responsibility to manually clean the grill of any and all debris, including mud, snow and ice in order for the cruise control radar system to work. Toyota failed to develop an automatic cleaning system to remove any debris from the cruise control system sensor, requiring its customers to locate it and clean it manually. Because of this defect, I suffered severe pain and suffering while handicap to locate the sensor and clean it manually as told by the computer management system, falling on ice and suffering a severe back pain.

The radar cruise control system is a defect on the 2018 Toyota Camry and all vehicles should be recalled in order for Toyota to develop a system which would automatically clean the sensor.

I am demanding the following relief:

1. \$43.60 rental costs for the 2018 Toyota Camry car rental from Enterprise Leasing of Indianapolis, Indiana.
2. \$8.00 for the automatic car wash.
3. \$60.00 in fuel cost for the round trip.
4. \$10,000.00 per hour for the four hours driving the 2018 Camry home while suffering severe back pain after manually repairing (cleaning) the cruise control radar sensor, for a total of \$40,000.00.

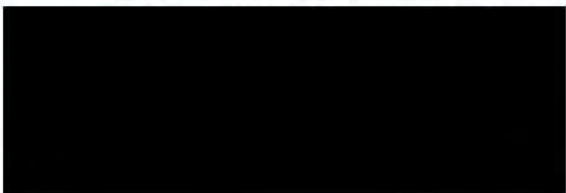


I am providing a copy of this formal complaint to the National Highway Traffic Safety Administration for a full investigation and a full recall on all Toyota products that contain this Radar Sensor Cruise Control.

And a copy to Enterprise Holdings, Inc with a request to remove all Toyota products from their fleet of car rentals that uses this cruise control radar system.

I am currently considering filing a lawsuit in the Federal Jurisdiction against the Toyota Company and Enterprise Holdings, Inc for renting me a vehicle with a major defect.

Your full cooperation in this matter is greatly appreciated.

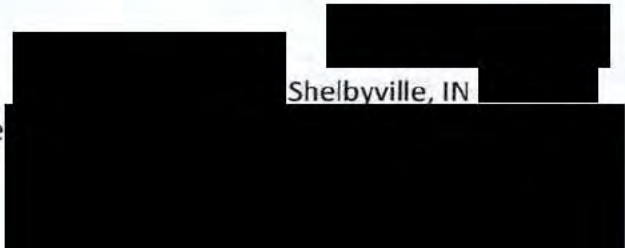


Copy to:

National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
Washington, DC 20690

Enterprise Holdings Inc.
Andrew C. Taylor, EXECUTIVE CHAIRMAN
600 Corporate Park Drive
St. Louis, Missouri 63105

Home
3



Shelbyville, IN



ENTERPRISE RENTAL AGREEMENT 45LHXV

1 message

Customerservice@enterprise.com <Customerservice@enterprise.com>

Wed, Nov 28, 2018 at 3:57 PM

To: [Redacted]

ENTERPRISE LEASING COMPANY OF INDIANAPOLIS,, 1628 EAST STATE ROAD 44, SHELBYVILLE, IN 461761844 (317) 398-9898

RENTAL AGREEMENT REF#

[Redacted]

SUMMARY OF CHARGES

RENTER

[Redacted]

DATE & TIME OUT

11/27/2018 10:12 AM

DATE & TIME IN

11/28/2018 03:56 PM

BILLING CYCLE

24-HOUR

VEH #1 2018 TOYO CAMR LE4

VIN# 4T1B11HK3JU [Redacted]

LIC# [Redacted]

MILES DRIVEN 829

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	11/27 - 11/28	2	DAY	\$38.94	\$77.88
REFUELING CHARGE	11/27 - 11/28				\$0.00
Subtotal:					\$77.88
DISCOUNT - NEGOTIATED - RATE	11/27 - 11/28			50%	(\$38.94)
Taxes & Surcharges					
RENTAL EXCISE TAX	11/27 - 11/28			4%	\$1.57
SALES TAX	11/27 - 11/28			7%	\$2.75
VEHICLE LICENSE FEE RECOVERY	11/27 - 11/28	2	DAY	\$0.17	\$0.34
Total Charges:					\$43.60

Bill-To / Deposits

DEPOSITS (\$43.60)

Total Amount Due \$0.00

PAYMENT INFORMATION

AMOUNT PAID \$43.60 TYPE Visa

CREDIT CARD NUMBER

xxxxxxxxxxxx [Redacted]



Rental Agreement Summary

RA#: [REDACTED]
Renter: [REDACTED]

Dates & Times **Location**

Pick up

Tuesday, November 27, 2018 10:12 AM 1628 EAST STATE ROAD
44
Start Charges: SHELBYVILLE,
Tuesday, November 27, 2018 10:12 AM IN 46176-1844
(317) 398-9898

Anticipated Return

Thursday, November 29, 2018 10:00 AM 1628 EAST STATE ROAD
44
SHELBYVILLE,
IN 46176-1844
(317) 398-9898

Vehicle

2018 TOYO CAMRI LE4 BLACK License: [REDACTED]
VIN: 4T1B11HK3JU [REDACTED] Vehicle: [REDACTED]
Pickup: ODO:30024 Fuel:3/8
11/27/2018 @ 10:12 AM

Vehicle Condition:

-PASSENGER REAR DOOR -DING -PASSENGER FENDER -
DENT MIRROR

Summary of Charges

Estimated Renter Charges

Charges	Price/Unit	Total
TIME & DISTANCE 11/27/18-11/29/18	\$38.94 / Day	\$77.88
NO CHARGE DISTANCE 11/27/18-11/29/18	\$0.00 / Mile	\$0.00
DISCOUNT (50%)	50%	\$-38.94
REFUELING CHARGE	\$3.45 / Gallons	\$0.00

Optional Protections Accepted

No optional protections accepted.

Optional Protections Declined

DAMAGE WAIVER	@ \$18.49 / Day	\$0.00
PAI/PEC	@ \$6.00 / Day	\$0.00
SUPPLEMENTAL LIABILITY PROTECTION 2	@ \$14.99 / Day	\$0.00
RAP	@ \$4.99 / Day	\$0.00

Renter Acknowledgement of Accepted and Declined Protections

I acknowledge that I have accepted or declined protections as indicated above.

Taxes and Fees

VEHICLE LICENSE FEE RECOVERY	\$0.17 / Day	\$0.34
RENTAL EXCISE TAX (4%)	4%	\$1.57
SALES TAX (7%)	7%	\$2.75
Total Estimated Charge:		\$43.60

Payments:

VISA **** [REDACTED] Sale (\$93.60)

Renter Acknowledgement of Charges

I acknowledge that I have reviewed and agree to all Estimated Renter Charges and fees listed on Summary of Charges and further agree to pay for final charges in accordance with the Terms and Conditions of this Rental Agreement.

PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE STATE OF RENTAL AND THE FOLLOWING STATE(S):

NO SMOKING NO PETS \$100

OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.

Owner: ENTERPRISE LEASING COMPANY OF INDIANAPOLIS, LLC

Additional Drivers

No Additional Drivers are authorized to drive the vehicle with the exception of the drivers listed below.
(Additional driver names listed here if applicable)

Please keep this Rental Agreement Summary with you in the vehicle during the rental.


Local Addenda

DAMAGE WAIVER (DW) DISCLOSURE: 1.

DW is optional. 2. DW entails an additional charge 3. The additional charge per day for DW is listed to the right. 4. All benefits of, and actions that invalidate, DW are in the Rental Agreement Jacket, paragraph 17. 5. The renter or other authorized driver may already be sufficiently covered for damage to Vehicle and should examine the renter's or authorized driver's automobile insurance policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented vehicle, and the amount of the deductible.

6. By entering into the rental agreement, the renter may be liable for damage, loss, or loss of use to the rental vehicle. I have read and understand this disclosure.

RENTER ACKNOWLEDGEMENT OF LOCAL ADDENDUM
[REDACTED]

 TERMS AND CONDITIONS

[Click to view Terms and Conditions](#)

FORM: [REDACTED]

RENTER ACKNOWLEDGEMENT OF THE ENTIRE AGREEMENT

I, THE "RENTER" SIGNING BELOW, HAVE READ AND AGREE TO THE TERMS AND CONDITIONS IN THE RENTAL AGREEMENT JACKET. BY SIGNING BELOW, I AM AUTHORIZING OWNER TO CHARGE TO THE CREDIT CARD(S) AND/OR DEBIT CARD(S) THAT I HAVE PROVIDED TO OWNER ALL AMOUNTS OWED BY ME UNDER THIS AGREEMENT FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS/DEPOSITS, AND ANY OTHER AMOUNTS OWED BY ME, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I ALSO AUTHORIZE OWNER TO RE-INITIATE ANY CHARGE TO MY CARD(S) THAT IS DISHONORED FOR ANY REASON. I CERTIFY THAT THE DRIVERS LICENSE(S) PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED OR SURRENDERED. I FURTHER ACKNOWLEDGE AND CONSENT TO THE DISPUTE RESOLUTION PROVISIONS CONTAINED IN THIS AGREEMENT.

[REDACTED]



[REDACTED]

Terms and Conditions electronically accepted by the Renter

11/27/18 at 10:16 AM

INDIANAPOLIS IN 460

29 NOV 2018 PM 3 L

Thinking



[REDACTED]
[REDACTED]
Shelbyville, Indiana [REDACTED]

RETURN ADDRESS REQUESTED

National Highway Traffic
Safety Administration
1200 New Jersey Avenue, SE
Washington, DC 20690

20003-355000

