

[REDACTED]  
Bethesda, MD [REDACTED]  
[REDACTED]

December 3, 2021

BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Lexus, Division of Toyota Motor Corp.  
6565 Headquarters Drive  
Plano, Texas 75025

Ourisman Lexus of Rockville  
15501 Frederick Road  
Rockville, MD 20855

Dear Sir/Madam:

I am writing to notify you of the continuing problems I have had with my 2020 Lexus UX250h F Sport, VIN # JTHR9JBH4L [REDACTED] and to request that you either fix the problem or repurchase this vehicle pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law, Section 14-1501 et seq.

I purchased my car from Ourisman Lexus of Rockville ("Ourisman Lexus") on September 8, 2020. Since that purchase date, the car has failed to start in the morning on three separate occasions due to a dead battery, specifically on October 9, 2020 (approximately one month after purchase), May 10, 2021, and November 29, 2021. Each time I had to have the car jump-started by a third party so I could drive it to Ourisman Lexus for repair. As is evident from the recurring nature of the problem and as further discussed below, Ourisman Lexus has failed to fix the problem.

On each of the three occasions noted above, Ourisman Lexus ran certain diagnostic tests and pronounced my car (and more specifically my battery) to be fine, i.e., the problem was assertedly fixed. As is evident from the successive battery failures, that was not true. (The details of the work done by Ourisman

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Lexus on each occasion are set forth in the attached repair records provided to me by Ourisman Lexus.)

On the second occasion (May 10, 2020, some six months after the first battery failure), I noted to the Ourisman Lexus maintenance representative that there was obviously a more fundamental problem with the car that the diagnostic tests were not detecting and I also noted that there were internet communications indicating that other UX owners were experiencing the same problem. Ourisman Lexus nevertheless repeated the diagnostic tests and declared "the battery tested good." I told them that the real problem obviously had not been identified, which they did not dispute. They indicated their hands were tied by Lexus, which would only act if the diagnostic tests showed a problem.

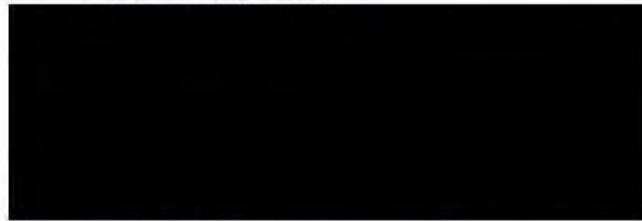
On the third and most recent occasion (November 29, 2021, just over six months after the second battery failure), I again informed the Ourisman Lexus maintenance person that there was obviously a fundamental flaw in the car which the diagnostic tests were not detecting and that I had not paid \$40,000 for a car that would consistently not start due to a dead battery. The Ourisman Lexus representative understood that this problem was being experienced by other UX owners and indicated Ourisman Lexus would be in touch with Lexus as to how to address the problem. The apparent result of that contact was that Ourisman Lexus ran a "draw test," which the car "passed." The bottom line was that I was told to pick up the car, as Ourisman Lexus could do nothing further.

The 11/30/21 invoice associated with this third failure further stated: "Customer needs to drive the car more or purchase a battery trickle charger. There is no issue with the battery." Several points need to be made. First, I had already informed Ourisman Lexus that I literally drove the car daily, both in town (predominantly) and on highways; thus the advice to "drive more" was nonsensical. Second, as to the suggestion to "purchase a trickle charger," I responded that I paid \$40,000 for a car that would start each and every time I pressed the ignition button – not so that I could spend more money on a gizmo that would perhaps obviate Lexus's obligation to provide me with the car I thought (and it warranted) I had purchased.

The long and the short of the above chronology is that I was sold a defective car, commonly known as a "lemon," and Lexus has refused to correct the problem. The defect described above substantially impairs the use and value of my car. Further, there is a potential safety issue should the battery failure occur under different circumstances (to date, it has occurred in my garage). Therefore, unless you are able and willing to truly correct this problem within 30 days of receipt of this letter, I request that you repurchase my vehicle under the provisions of Md. Code Ann., Com. Law, Section 14-1502.

Please contact me at the above address or telephone number to arrange a mutually convenient date and time for you to inspect my car and make the necessary repairs or to effect the requested repurchase.

Very truly yours,



cc: Consumer Protection Division, MD Attorney General's Office  
National Highway Traffic Safety Administration

Enclosures: Ourisman Lexus invoices dated 10/9/20, 5/10/21, and 11/30/21.

**OURISMAN**

**LEXUS OF ROCKVILLE**

15501 Frederick Road  
ROCKVILLE, MD 20855  
301.762.9009

CUSTOMER NO.	ADVISOR	TAG	INVOICE DATE
[REDACTED]	JOSE MIRANDA	8372	10/09/20
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE
[REDACTED]			1,106
[REDACTED]	YEAR / MAKE / MODEL	DELIVERY DATE	18
BETHESDA, MD	20/LEXUS/UX H/4DR AWD F SPORT	08/08/20	
[REDACTED]	VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	J T H R 9 J B H 4 L		
[REDACTED]	R.T.E. NO.	R.O. DATE	10/09/20
[REDACTED]	BUSINESS PHONE	COMMENTS	MO: [REDACTED]

LABOR & PARTS-----

J# 1 77LEZGERMBATH GERM FIGHTER HOURS: 0.30 TECH(S):8601 INTERNAL  
 PERFORM ECO FIRENDLY GERM FIGHTER APPLICATION  
 Removes 99% of microbes & germs from your Cabin,  
 A/C ventilation system, & cargo area with this ECO friendly  
 with this ECO friendly solution  
 ECO FRIENDLY GERM FIGHTER APPLICATION COMPLETED  
 JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 14LEZBAT CK/ADVISE BATT LEVEL HOURS: 0.70 TECH(S):8601 WARRANTY  
 CUSTOMER REQUEST CHECK AND ADVISE BATTERY LEVEL CUSTOMER  
 STATES HAD TO JUMP START VEHICLE  
 TECH PERFORM BATTERY TEST COMES OUT GOOD 13.10V TECH  
 RECHARGE BATTERY AS REQUESTED PER TEST GOOD BATTERY RESERVE  
 RESULT OK FINAL VOLTAGE 13.10V RATED JIS 26A17 MEASURED 351  
 JIS AH REPLACED 7.5 AH TEMPATIRE 85F CRANKING STATE OF  
 HEALTH GOOD BATTERY #0519141071  
 RECHARGE BATTERY PERFORMED A SECOND BATTERY HEALTH CHECK  
 AFTER RECHARGE : GOOD BATTERY  
 JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 01LEZMULTIPT MULTIPOINT INSP. HOURS: TECH(S):8601 INTERNAL  
 COMPLETE MULTIPOINT INSPECTION  
 COMPLETE  
 JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4 19LEZCAMPAIGN RECALL CHECK HOURS: TECH(S):8601 INTERNAL  
 VERIFICATION OF ANY OPEN RECALL/CAMPAIGNS PENDING.  
 NO OPEN RECALL AT THIS TIME  
 JOB # 4 TOTAL LABOR & PARTS 0.00

COMMENTS-----

++WAITER++

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 and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/ items.

**LIMITED WARRANTY**  
 THIS INVOICE MUST ACCOMPANY ANY AND ALL ADJUSTMENTS OR CLAIMS. CLAIMS MUST BE MADE WITHIN 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST. SPECIFIC WARRANTY MAY VARY. CONSULT THE OWNERS MANUAL FOR SPECIFIC WARRANTY COVERAGE.

**WE THANK YOU FOR YOUR PATRONAGE**

Manufacturer Special Policy Adjustment Programs  
 Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the Manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

You agree that we may contact you in writing, by email, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may contact you in these other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

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*Thank You!*

**OURISMAN**

**LEXUS OF ROCKVILLE**

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ROCKVILLE, MD 20855  
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CELL

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	LABOR RATE	LICENSE NO.	MILEAGE
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	VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
	J T H R 9 J B H 4 L		
	F.T.E. NO.	P.O. NO.	R.O. DATE
			10/09/20
BUSINESS PHONE	COMMENTS		
	MC		

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

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*Thank You!*

CUSTOMER SIGNATURE



The Reynolds and Reynolds Company ESAMTHWYE CC736525 O (07/18)

# OURISMAN

## LEXUS OF ROCKVILLE

15501 Frederick Road  
ROCKVILLE, MD 20855  
301.762.9009

CUSTOMER NO.	ADVISOR <b>PIERR</b>	TAG NO. <b>8960</b>	INVOICE DATE <b>11/30/21</b>
	LABOR RATE	LICENSE NO.	COLOR
		MILEAGE <b>8,255 /</b>	STOCK NO.
YEAR / MAKE / MODEL <b>20/LEXUS/UX H/4DR AWD F SPORT</b>	DELIVERY DATE <b>08/08/20</b>	DELIVERY MILES <b>18</b>	
VEHICLE ID NO. <b>J T H R 9 J B H 4</b>	SELLING DEALER NO.	PRODUCTION DATE	
F.T.E. NO.		R.O. DATE <b>11/26/21</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO: <b>[REDACTED]</b>

LABOR & PARTS	DESCRIPTION	UNIT PRICE	WARRANTY
J# 1 14LEZBAT	CK/ADVISE BATT LEVEL CUSTOMER REQUEST CHECK AND ADVISE BATTERY LEVEL. HAD TO BE JUMP STARTED THIS MORNING AGAIN. THIS IS THE THIRD TIME THE CUSTOMER IS BRINGING IT IN FOR THE SAME REASON!! NEED THIS FIXED. BATTERY WAS NOT DEAD WHEN BROUGHT IN TESTED CAR BATTERY BATTERY PASSED! WITH NO ISSUES SINCE FRIDAY CAR HAS BEEN STARTING UP WITH NO ISSUES SINCE! COMPLETED A BATTERY DRAW TEST AND IT PASSED THERE IS NO DRAIN IN BATTERY! CUSTOMER NEEDS TO DRIVE THE CAR MORE OR PURCHASE A BATTERY TRICKLE CHARGER! THERE IS NO ISSUES WITH THE BATTERY 190031 .7 BATTERY SERVICE COMPLETED	0.00	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----			
	JOB # 1 TOTAL PARTS	0.00	
	JOB # 1 TOTAL LABOR & PARTS	0.00	
J# 2 01LEZMULTIPT	MULTIPOINT INSP. COMPLETE MULTIPOINT INSPECTION OK	0.00	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----			
	JOB # 2 TOTAL PARTS	0.00	
	JOB # 2 TOTAL LABOR & PARTS	0.00	
J# 3 19LEZCAMPAIGN	RECALL CHECK VERIFICATION OF ANY OPEN RECALL/CAMPAIGNS PENDING. NONE	0.00	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----			
	JOB # 3 TOTAL PARTS	0.00	
	JOB # 3 TOTAL LABOR & PARTS	0.00	
J# 4+01LEZ10K	10,000 MILE SERVICE COMPLETE 10,000 MILE SERVICE AS PER LEXUS GUIDELINES INCLUDING OIL AND FILTER CHANGE, TIRE ROTATION TOP OFF FLUID LEVELS, SET AND STORE TIRE PRESSURES REPLACE CABIN FILTER (SOME MODELS), SCAN DIAGNOSTIC SYSTEMS, RESET SERVICE REMINDER, AND COMPLETE TEST DRIVE. 10K SERVICE COMPLETED	0.00	
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----			
JOB # 4	1 90430-12031 GASKET		WARRANTY
JOB # 4	1 00279-16QTE-01 GTMO OW16 CS SN 6		WARRANTY
JOB # 4	1 90915-YZZN1 FILTER 5/A, OIL		WARRANTY
JOB # 4	1 87139-0E040 ELEMENT, AIR REFI		WARRANTY
	JOB # 4 TOTAL PARTS	0.00	
	JOB # 4 TOTAL LABOR & PARTS	0.00	

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*Thank You!*

The Reynolds and Reynolds Company EMMANTINE C0736525 Q (03/21)

**OURISMAN**

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YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES	
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J T H R 9 J B H 4 I			
F.T.E. NO.	R.O. DATE		
	11/26/21		
COMMENTS			

COMMENTS  
X046ZWTQ8K:CC

TOTALS

*****	TOTAL LABOR....	0.00
*	TOTAL PARTS....	0.00
* [ ] CASH [ ] CHECK CK NO. [ ]	TOTAL SUBLET....	0.00
*	TOTAL G.O.G....	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER	TOTAL MISC CHG.	0.00
*	TOTAL MISC DISC	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE	TOTAL TAX.....	0.00
*****	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

THANK YOU FOR YOUR BUSINESS!!

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*Thank You!*

The Reynolds and Reynolds Company ERM0117WE DC756525 Q (03/21)

PAGE 2 OF 2

CUSTOMER COPY

END OF INVOICE

COMPLETE THIS SECTION

2, and 3.  
and address on the reverse  
turn the card to you.  
to the back of the mailpiece,  
space permits.

Highway Traffic  
Administration  
Ave  
Washington, D.C. 20590



6495 0346 2589 92

(refer from service label)

0 0262 6702

2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

FROM:

Bethesda, Maryland

TO:

National Highway Traffic  
Safety Administration  
1200 New Jersey Ave. SE.  
Washington, D.C. 20590

W41-353

CERTIFIED MAIL



7019 2970 0000 6792 2056



1000

Depa

To: W41

Location Cc

Cost Center

Mail Point:

External Center:

Sender:

View Number:

Purchase Order:

DOT



7019287 000006789204