



**THE RUDNICKI FIRM**  
ATTORNEYS AT LAW

December 2, 2024

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

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

Lexus Brand Services  
P.O. Box 259001  
Mail Drop E1-5A,  
Plano, TX 75025

Re: Demand for Resolution – Manufacturer Recall Number 24LB04  
and NHTSA Recall Number 24V381  
Vehicle: 2022 Lexus LX 600, VIN: JTJGB7CX9N4 [REDACTED]

Dear Sir/Madam:

This firm represents [REDACTED] regarding ongoing issues with his 2022 Lexus LX 600 (the “Vehicle”), which has been rendered inoperable due to an engine defect covered under Toyota’s Manufacturer Recall Number 24LB04 and NHTSA Recall Number 24V381.

Despite [REDACTED] extensive efforts to resolve this matter, including written correspondence<sup>1</sup> to Lexus and his local dealership, Toyota Motor Sales, U.S.A., Inc. (“Toyota”) has failed to fulfill its legal obligations under the recall. This letter serves as formal demand for immediate resolution.

On June 24, 2024, the Vehicle experienced catastrophic engine failure due to metal debris contamination—a defect specifically identified in the recall. The Vehicle was promptly delivered to Eskridge Lexus in Oklahoma City, where a replacement engine was confirmed as the appropriate recall remedy. However, Eskridge Lexus and Toyota have been unable or unwilling to provide a replacement engine to date, leaving [REDACTED] without his Vehicle for over 150 days as of this letter.

Further aggravating this situation, Eskridge Lexus has stored the Vehicle outdoors for extended periods, exposing it to the harsh Oklahoma elements, resulting in unnecessary

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<sup>1</sup> A copy of [REDACTED] letter, which was ignored by Lexus, is enclosed for your reference.

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Johnny R. Blessingame | Licensed in Oklahoma and Texas  
6305 Waterford Blvd., Suite 325, Oklahoma City, Oklahoma 73118  
Direct: 405-342-4993 | Facsimile: 405-342-4993 | johnny@rudnickifirm.com

JM

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degradation of its condition and value. Meanwhile, [REDACTED] continues to incur auto loan and insurance payments for a luxury vehicle he cannot use.

Eskridge's proposed remedy—a rebuilt engine—was expressly rejected as unacceptable due to the significant reduction in resale value and the lack of compliance with Toyota's recall obligations.

To resolve this matter without litigation, [REDACTED] demands the following: (1) Toyota or its authorized dealer must purchase the Vehicle for \$95,000; and (2) [REDACTED] must be allowed to purchase a 2025 Lexus LX 700h, in his preferred configuration, at a price 10% below MSRP, with all associated fees and taxes absorbed by Toyota.

This proposal is reasonable, equitable, and aligned with Toyota's warranty and recall responsibilities. If Toyota fails to acknowledge and accept this resolution within ten (10) days of the date of this letter, my client will have no choice but to pursue all available legal remedies, including breach of warranty and consumer protection claims, under applicable Oklahoma and federal laws. Such claims may result in compensatory, consequential, and punitive damages, as well as attorneys' fees.

Please direct all correspondence regarding this matter to my attention at the address listed in the letterhead above. Thank you for your immediate attention to this serious issue.

Sincerely,

[REDACTED]  
/s/ Jimmy R. Blasingame

cc:

[REDACTED]  
Eskridge Lexus  
National Highway Traffic Safety Administration

October 30, 2024

**VIA CERTIFIED MAIL**

Lexus Brand Engagement Center  
P.O. Box 259001  
Mail Drop E3-D2  
Plano, TX 75025-9001

Eskridge Lexus  
Attn: General Manager/Service Manager  
700 W. Memorial Road  
Oklahoma City, OK 73114

Re: 2022 Lexus LX 600 (JTJGB7CX9N4 [REDACTED])

Dear Sirs or Madams,

I am writing to request assistance with an ongoing situation involving my 2022 Lexus LX 600 bearing VIN JTJGB7CX9N4 [REDACTED] (the "Vehicle"). The Vehicle is subject to an ongoing Toyota nationwide recall for engine failure. The Vehicle has been sitting in Eskridge Lexus' service department lot, baking in the hot Oklahoma sun, since June 25, 2025.

In January 2023, purchased the Vehicle from a dealership in Kansas. The Vehicle was labeled as a certified used Lexus but had only 5,000 miles at the time of purchase. I was the first owner of the Vehicle because it had not been previously sold by the dealership. I was willing to pay an above sticker price because the Vehicle is a Lexus LX, and I expected it to live up to Lexus' dependability and longevity standards.

On or about June 21, 2024, I learned of a pending engine recall issued by Toyota that included 2022 Lexus LX models. I reached out to my local Lexus dealership, Eskridge Lexus, and inquired about potential remedies but at that time no answer was available.

On June 24, 2024, on my way home from a road trip to Fayetteville, Arkansas the Vehicle became inoperable after the engine seized. I reached out (on a Sunday) to my amazing and trusted Lexus service advisor, Mrs. Stephanie Agee, who has done her best to help. The Vehicle was towed to Eskridge by wrecker the following day.

On July 11, 2024, Eskridge confirmed that the Vehicle's engine failure was caused by the metal debris throughout the engine and their desired resolution was to "rebuild the engine." Eskridge's proposed resolution was not acceptable given the sophisticated nature of the new engine, the new design of the Japanese v6 twin turbo engine and the large reduction in resale value associated with a rebuilt engine. Furthermore, by this time Toyota had confirmed that the proper engine recall remedy was full engine replacement,

not a rebuild. I was, however, informed by Eskridge that they had no idea when a replacement engine would be available.

On August 6, 2024, a particularly hot day, I happened to drive by the back side of the Eskridge Lexus dealership, and noticed my Vehicle was sitting outside, exposed to the elements. I called Eskridge and asked if they could keep the Vehicle garaged to avoid exposure to the elements. I was told this would not be a problem, and they would move the Vehicle.

On September 24, 2024, there was a large hailstorm in north Oklahoma City and Edmond. I was driving an Eskridge loaner vehicle and the vehicle suffered hail damage. I promptly called Eskridge to inform them of the damage and they filed a claim on my insurance.

At this time Mrs. Agee informed me that Eskridge had moved my Vehicle into a garage just in time, prompting me to ask, "I thought it had been in the garage this whole time?" The answer was a grave disappointment, despite Eskridge's promise to store my Vehicle out of the sun, it had been exposed to the elements since June 25, 2024.

My Vehicle has been suffering the effects of the extreme Oklahoma heat, and it will very soon be experiencing the effects of the extreme Oklahoma cold. The exposure has further deteriorated the condition and value of my Vehicle.

As of the date of this letter, I have been without my Vehicle for 129 days. During this time, I have continued to make auto-loan and insurance payments for a virtually new luxury Vehicle that is wholly inoperable. I am at the same place I was in June, the only solution offered to me by Eskridge is a rebuilt engine which will drastically lower the Vehicle's resale value.

Eskridge's proposed solution of a rebuilt engine and careless handling of my Vehicle is unacceptable.

To avoid escalating this matter to my attorney, I am politely asking Lexus or Eskridge to purchase my Vehicle back for the price of \$95,000. In return, I will sign a purchase agreement for a 2025 LX 700h, with the package and colors I choose, at a price that is 10% below MSRP. All fees and taxes associated with the purchase of the new vehicle must be absorbed by Lexus or Eskridge.

Please confirm (in writing) your acceptance of my proposed resolution by no later than November 6, 2024.

Respectfully,

  
a loyal Lexus owner



THE RUDNICKI FIRM  
ATTORNEYS AT LAW

THE RUDNICKI FIRM  
6305 Waterford Blvd., Suite 325  
Oklahoma City, Oklahoma 73118

OKLAHOMA CITY OK 730

2 DEC 2024 PM 6 L

FIRST-CLASS

US POSTAGE PITNEY BOWES

Department of Trans

To: W48-226

Building: DOT

Mailstop: 4 West

Rtg Symbol: NVS-200,210,300,01

External Carrier: USPS Certified Mail

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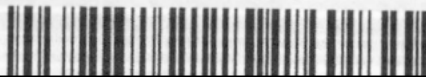
DOT

12/10/2024

National Highway Traffic Safety Administration  
Attn: Complaint Division  
1200 New Jersey Avenue SE  
Washington, DC 20590

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL**



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