

[REDACTED]
[REDACTED]
Howard Beach, New York [REDACTED]
Email: [REDACTED]

October 16th, 2025

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

Sent Via USPS Priority Mail

Re: VEHICLE SAFETY COMPLAINT
2022 Toyota Highlander Limited
VIN: [REDACTED]
[REDACTED] v. Domsco Motors, LLC, et al
Index No.: [REDACTED] U
Queens County Civil Court

Dear NHTSA,

This letter serves to assert a vehicle safety complaint involving the driver assist technologies on a 2022 Toyota Highlander Limited bearing VIN [REDACTED] XNS [REDACTED] I leased the subject vehicle new from Domsco Motors, LLC, (Doing Business As Hillside Toyota) and the Toyota companies in June 2022 (SEE EXHIBIT A). On August 20th, 2023, I was forced to send a formal Notice of Claim letter to the dealership, Domsco Motors, LLC, and the Toyota companies regarding safety defects, features that did not work properly and or failed all together, that I experienced with the subject vehicle (SEE EXHIBIT B). Specifically, the automatic sideview mirror movements when going in reverse were defective in that the vehicle could not accurately tell if the driver was parallel parking or going in reverse without parking, i.e. sometimes the mirrors would automatically move for the parallel parking scenario and other times they would not, however the automatic sideview mirror movements were not accurate based on the driver's intentions. In addition, the driver could not override these automatic sideview mirror movements, to the extent the vehicle could not accurately understand the driver's intentions, effectively taking away the driver's side views which was very dangerous for the driver, surrounding vehicles and pedestrians. In addition, the rear sensors and autobrake features failed, i.e. did not pick up obstructions in the rear path of the vehicle and or activate to avoid impact despite advertisements by the Toyota companies in their vehicle presentations, especially when the driver's side views were effectively taken away due to aforementioned defects with the automatic sideview mirror movements. These safety defects caused multiple accidents due to failures in the driver assisted technologies. The dealership and the Toyota Companies never formally responded to my formal safety complaints set forth above. In fact, the dealership tried to fraudulently convince me, likely at the prompt of the Toyota companies, that the safety defects I was complaining about based on multiple visits to the dealership were normal

and were present with other manufacturers as well (SEE EXHIBIT C). It is important to note that these safety defects caused additional accidents not reported in the August 20th, 2023 letter because they happened after the date of such letter; additional information regarding these additional accidents are available upon request. It is my understanding that the dealership and or the Toyota companies did not report these safety complaints to your agency and that they had a serious legal obligation to do so especially when the operator of the vehicle formally notified them of multiple accidents from the subject vehicle safety defects.

It is important to note that I was also forced to initiate a lawsuit to recover my damages related to these defects and the Toyota Motor Corporation, the parent company of the other Toyota companies, has been evading its obligations to answer the lawsuit for what appears to be attempts to escape liability, i.e. if they can avoid taking a formal position they could always later argue that they were not aware of the subject safety defects (SEE EXHIBIT D). It is important to note that the Toyota Motor Corporation has been the subject of civil and criminal actions for previously attempting to conceal various vehicle safety defects from your agency in conjunction with the U.S. Department of Justice and the U.S. Attorneys Offices (SEE EXHIBIT E).

Please don't hesitate to contact me with any additional questions or comments.

All rights and remedies reserved.

Sincerely,



Cc: Jonathan M. Marmo, Esq. (By Email to Jonathan.marmo@hkllaw.com)
Holland & Knight, LLP

Jon B. Waldorf, Esq. (By Email to jwaldorf@rosewaldorf.com)
Katelynn R. Balsamico, Esq. (By Email to kbalsamico@rosewaldorf.com)
Rose Waldorf PLLC

Anna M. Andron, Esq. (By Email to amandron@msn.com)
Law Offices of Anna M. Andron, LLC

MOTOR VEHICLE LEASE AGREEMENT NEW YORK



1. Parties

Lease Date: 06/28/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

Howard Beach, County of QUEENS, NY

LESSOR (DEALER) NAME AND ADDRESS

DOMSCO MOTORS LLC
139-65 QUEENS BLVD
Jamaica, NY 11435

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words "you", "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we", "us" and "our" refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2022 Toyota Highlander Limited AWD

New, Used, or Demo

New

Vehicle Identification Number

Primary Use

Personal Family or Household

Odometer Mileage

10

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below) \$ <u>4,000.00</u>	4. Monthly Payments Your first Monthly Payment of \$ <u>930.00</u> is due on <u>06/28/2022</u> , followed by <u>35</u> payments of \$ <u>930.00</u> due on the <u>28th</u> of each month. The total of your Monthly Payments is: \$ <u>33,480.00</u>	5. Other Charges (not part of your Monthly Payment) Disposition fee (if you do not purchase the Vehicle) \$ <u>350.00</u> Total \$ <u>350.00</u>	6. Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>36,900.00</u>
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Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a. Capitalized Cost Reduction	\$ <u>2,641.50</u>
b. First Monthly Payment	\$ <u>930.00</u>
c. Refundable Security Deposit	\$ <u>N/A</u>
d. Title Fees	\$ <u>N/A</u>
e. Registration Fees	\$ <u>231.00</u>
f. License Fees	\$ <u>N/A</u>
g. Tax on Capitalized Cost Reduction	\$ <u>N/A</u>
h. Acquisition Fee	\$ <u>N/A</u>
i. Document Fee	\$ <u>175.00</u>
j. Tire Fee	\$ <u>12.50</u>
k. Inspection Fee	\$ <u>10.00</u>
l. N/A	\$ <u>N/A</u>
m. Total	\$ <u>4,000.00</u>

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance	
Year <u>N/A</u> Make <u>N/A</u> Model <u>N/A</u>	
VIN <u>N/A</u>	
(i) Agreed Upon Value \$ <u>N/A</u>	
(ii) Less: Pay Off \$ <u>N/A</u>	
(iii) Less: Cash to Lessee \$ <u>N/A</u>	
Net Trade In [(i) - (ii) - (iii), no less than 0] \$ <u>0.00</u>	
b. Rebates and Noncash Credits \$ <u>N/A</u>	
c. <u>N/A</u>	\$ <u>N/A</u>
d. <u>N/A</u>	\$ <u>N/A</u>
e. <u>N/A</u>	\$ <u>N/A</u>
f. Amount to be Paid in Cash \$ <u>4,000.00</u>	
g. Total	\$ <u>4,000.00</u>

Keep this document to show to the police and courts.

MV-639CR (8/21)

NEW YORK STATE REGISTRATION DOCUMENT



X PAS

KMU9314

2022 TOYOTA NONTRANSFERABLE

SUBN WH

4342 G 6 I8010757 SEP 15 2024

Wt.Scats Fuel/Cyl

WEB WEBCDA

Expires 06/27/26

NYMA

38.00

ANNUAL CTG

HOWARD BEACH NY

(10)

00

[REDACTED]
Howard Beach, New York

Email: [REDACTED]

August 20th, 2023

Domsco Motors LLC
139-65 Queens Blvd.
Jamaica, NY 11435

Toyota Lease Trust
P.O. Box 105386
Atlanta, Georgia 30348-5386

Sent Via U.S. Certified Mail

Re: NOTICE OF CLAIM
2022 Toyota Highlander Limited
VIN # [REDACTED]
Vehicle Defects

Dear Parties:

This letter serves to assert a NOTICE OF CLAIM for vehicle defects of the aforementioned vehicle regarding the Blind Spot Monitor with Rear-Cross Traffic Alert and Front & Rear Parking Assist w/Autobraking features. I leased the aforementioned vehicle in June 2022 with a window sticker highlighting the vehicle safety features that include but are not limited to the blind spot monitor with rear cross traffic alert and front/rear parking assist with auto braking (SEE EXHIBIT A). In the last few months, on two separate occasions, I incurred significant damage to the said vehicle as a result of failures and or deficiencies of the said systems or features. The first time I incurred damage to the rear quarter driver side of the vehicle, I scraped against a railing that was perpendicular to a parking spot I was reversing out of in a Bank of America parking lot (SEE EXHIBIT B). The vehicle's rear sensors did not pick up the railing and the auto brake did not activate. I did not have view of the railing in my side view mirror. I did not realize exactly what was going wrong after the first incident but it made an impression on me because I had never inadvertently hit something before like that in similar circumstances. The second time I incurred damage to the rear quarter of the passenger side of the vehicle, I scraped against a concrete column while I was reversing, that was supposed to be in a straight line, out of a parking garage because the parking attendant indicated the garage was full (SEE EXHIBIT C). The vehicles rear sensors did not pick up the concrete column and the auto brake did not activate. More importantly, I lost view of the column because the side view mirror

automatically changed direction to point to the floor, i.e. a hypothetical curb line that did not exist in the specific instance, without prompt to the driver, assuming I was parallel parking but I was supposed to be reversing out of parking garage in a straight line. I did not realize the side view mirror changed direction in that instance until after I scraped by the column and then everything made sense. However, the problem is that side view mirrors don't always change direction for the parallel parking scenario when going in reverse. There have been instances when I went in reverse to parallel park and the mirrors did not change direction for the parallel parking scenario. It seems the vehicle can't accurately tell the difference between parallel parking, which seems to activate automatic side view mirror movements designed to facilitate parallel parking, and going in reverse when not parallel parking. EXHIBIT D are pictures of the driver side view mirror automatically changing direction when I put the vehicle in reverse, while I was already parked, and did not move the vehicle. EXHIBIT D pictures show the extreme driver side view mirror automatic movement pointing across the street. If I needed to reverse in a straight line for whatever reason, or reverse out of a parking spot, I would not be able to see any obstructions in my path if the sensors did not pick up the obstructions, which is what occurred in each of the two damage scenarios explained above. EXHIBIT E are pictures showing the passenger side view mirror automatically changing direction when I put the vehicle in reverse, while I was already parked, and did not move the vehicle. EXHIBIT E pictures show the extreme passenger side view mirror automatic movement pointing to the curb line. If I needed to reverse in a straight line, or reverse out of a parking spot, for whatever reason, I would not be able to see any obstructions in my path, which is what occurred in each of the two damage scenarios explained above. At minimum, the driver should be alerted when the sideview mirrors change direction and the driver should be able to override these automatic mirror movements, or alternatively the automatic side view mirror movements need to be turned off to not disadvantage the driver. Toyota is responsible for lessee's losses as a result of the outlined defects that include, but are not limited to, the lessee's time to investigate the defects, prepare and file this claim, obtain pricing from auto body repair shops to fix the damage (verbal estimates obtained so far are between \$2,000 and \$3,000 subject to a detailed inspection that involves leaving the vehicle at the shop for about a day), the costs to fix the damages and rent a car during the time the car is being repaired. Apart from fixing the damages, I demand that the automatic side view mirror movements be disabled on this vehicle because I am consistently parking and or reversing in tight circumstances throughout New York City and cannot deal with the unnecessary stress of defects or deficiencies in Toyota's technology systems. If Toyota doesn't compensate me for my losses adequately and rectify these defects, I intend to start a legal action against the manufacturer, Toyota, and the dealer, Domsco. Please note that dealer was first notified of these defects on July 11th, 2023 (SEE EXHIBIT F).

This correspondence is for settlement purpose only. All rights and remedies reserved. Time is of the essence.

Sincerely,





TOYOTA

DESC.: **HIGHLANDER LIMITED - V6 AWD**
 VIN: [REDACTED]
 YR/MDL: [REDACTED]
 CLR: WIND CHILL PEARL/LB20 (0089/20)
 FINAL ASSEMBLY POINT: PRINCETON, INDIANA, U.S.A.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score



Based on the combined ratings of frontal, side and rollover.
 Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger



Based on the risk of injury in a frontal impact.
 Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat



Based on the risk of injury in a side impact.

Rollover



Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

UNLESS REPLACED BY OPTIONAL EQUIPMENT

MECHANICAL & PERFORMANCE

- 3.5L V6 Engine; 8 Speed Automatic
- 5,000-lb Tow Capacity; 295 Horsepower
- 20-in Alloy Wheels w/Temporary Spare
- AWD w/Dynamic Torque Vectoring & Multi-Terrain Select w/Dial

SAFETY & CONVENIENCE

- Toyota Safety Sense 2.5+: Pre-Collision Sys w/Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist
- Star Safety System
- Blind Spot Monitor w/Rear-Cross Traffic Alert; Front & Rear Parking Assist w/Auto Braking
- LATCH-Lower Anchor & Tether for Children
- Smart Key System w/Push Button Start

EXTERIOR

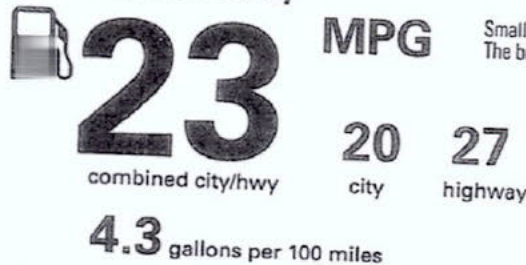
- LED Headlights, Taillights, Fog Lights
- Heated Pwr Outside Mirror w/Puddle Lamp
- Hands-Free Power Liftgate
- Power Tilt/Slide Moonroof w/Sunshade

INTERIOR

- Premium Audio - 8-in Touchscreen w/Navigation, 11 JBL Speakers including Subwoofer & Amplifier, Hands-Free Bluetooth Phone/Music, USB-A Media Port, 4 USB-C Charge Ports, SiriusXM w/3-Month Platinum Plan Trial, Android Auto & Apple CarPlay Compatible
- Seating for 7; Leather-Trimmed Seats
- Heated & Ventilated Power Front Seats
- Driver Seat w/Memory Setting
- 2nd Row Captain's Seats
- 3rd Row 60/40 Split Fold-Flat Seats
- Auto-Dimming Mirror w/Garage Door Opener
- Driver Easy Speak
- Wireless Smartphone Charger
- 7-in Color LED Multi-Info Display
- For Full Product Details, Please Visit Toyota.com/Highlander
- ***Full Tank of Gas***

EPA DOT Fuel Economy and Environment

Fuel Economy



Small SUVs range from 14 to 129 MPG
 The best vehicle rates 142 MPGe.

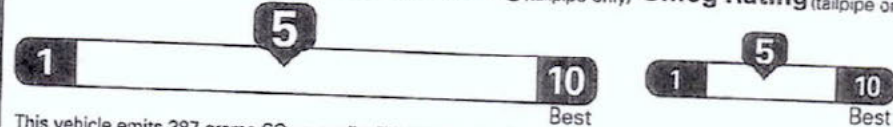
Gasoline Vehicle

You spend **\$1,250**
 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel Cost

\$1,550

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



This vehicle emits 387 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

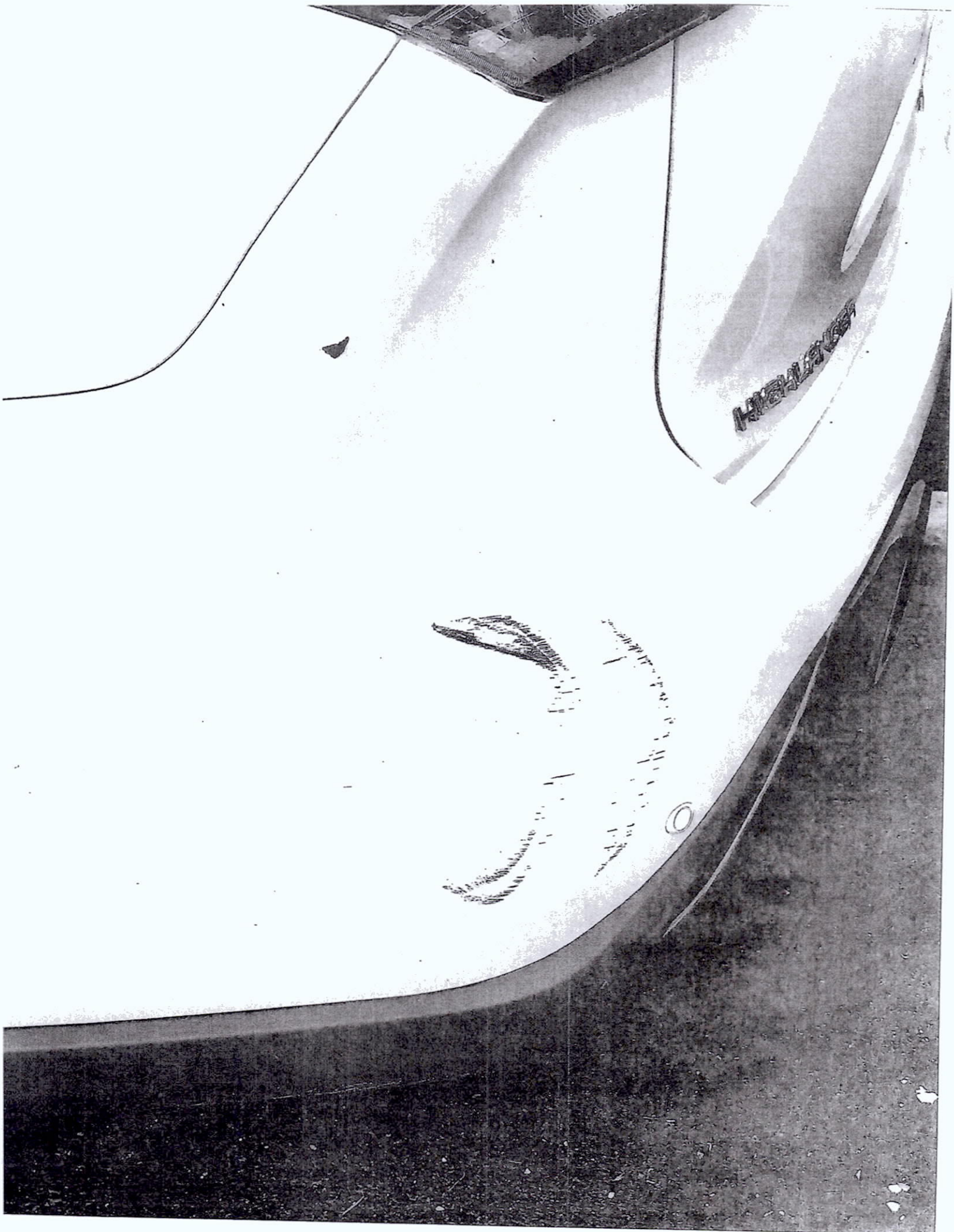
Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

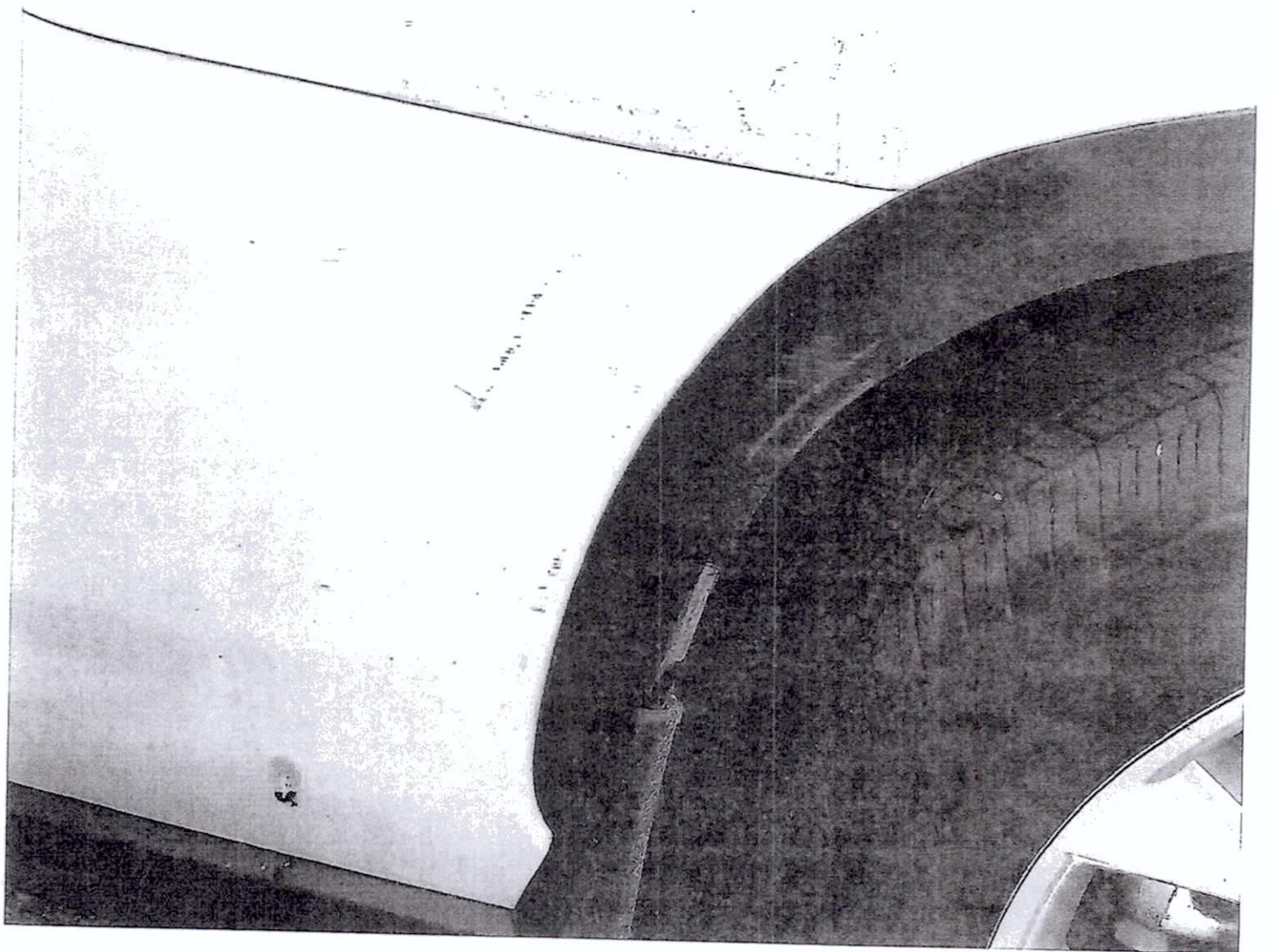
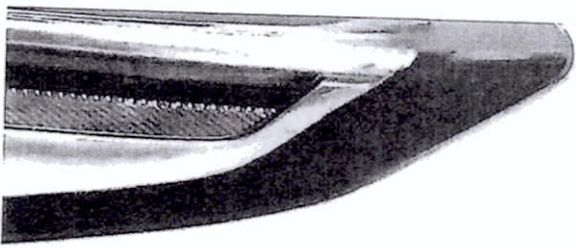
fuelconomy.gov

Calculate personalized estimates and compare vehicles



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OBJECTS IN MIRROR ARE
CLOSER THAN THEY APPEAR

SSD



OBJECTS IN MIRROR ARE
CLOSER THAN THEY APPEAR

Defects/Claims re:2022 Highlander Ltd (Last 6 VIN: [REDACTED])

1 message

Tue, Jul 11, 2023 at 10:52 AM

Rankin,

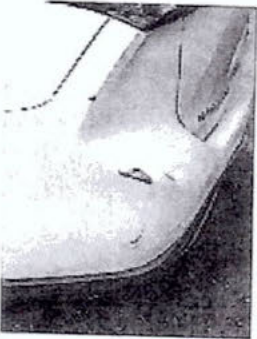
I leased a 2022 Toyota Highlander Limited from your company about a year ago. I am writing to you because you finalized the transaction with me. I am writing to notify you about defects with the aforementioned vehicle as it relates to the side view mirrors and the rear sonar sensors. At this point I don't know if this is a Toyota manufacturer's defect or your dealership's defect in failing to program the car properly in a dense urban environment like NYC, to the extent the programming can be changed. In the last couple of months I experienced 2 separate incidents of damage to the rear quarter sides of the vehicle while going in reverse. The first time I experienced this damage by hitting something while going in reverse I thought it was driver error, but on the second incident I realized this wasn't driver error but it is a result of the sideview mirrors changing directions without notice or prompt to the driver. I could understand how someone in middle america who mostly goes in reverse when parking, but in a large dense metropolitan area the sideview mirrors automatically changing direction with any notice or indication to the driver is a major DEFECT. In both occasions when I experienced this damage I had to reverse out a parking garage because it was full or tight parking spot. In reverse, it appears the referenced vehicle is programmed to change the passenger side mirror to look at the curb and the driver side mirror to look at an extreme angle to look at oncoming traffic. Moreover, please note apart from the side view mirrors changing direction without notice or prompt the rear sonar sensors do not pick up any of the objects I hit going reverse. To the extent the car was programmed to change the directions of the side view mirrors in reverse, at the minimum the sonar sensors should be capable of alerting the driver of objects at or approaching the rear of the vehicle. Attached you will see the damage on both rear sides of the vehicle as well as the position of the side view mirrors in drive and reverse. Please note that the two separate incidents of damage to the vehicle totals about \$2,000; that could have been avoided if it wasn't for these defects. I intend to sue Toyota and or your dealership if your company and or Toyota don't fix the damage and fix the problem on the car immediately.

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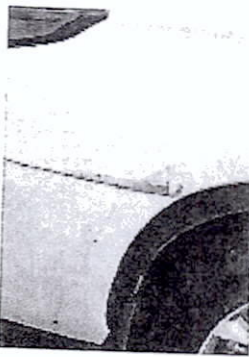
I look forward to hearing from you.

Sincerely,

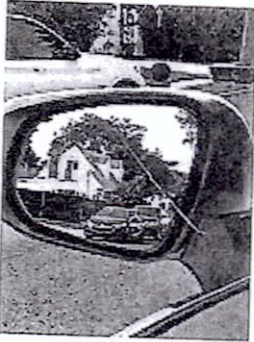
6 attachments



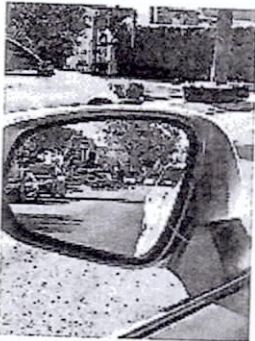
2022-Highlander-225772-Rear-Pass-Damage-Pic.jpg
2588K



2022-Highlander-225772-Rear-Driver-Damage-Pic.jpg
2299K



2022-Highlander-225772-Diver-Side-Mirror-in-Reverse-Pic.jpg
3512K



2022-Highlander-225772-Driver-Side-Mirror-in-Drive-Pic.jpg
4192K



2022-Highlander-225772-Pass-Side-Mirror-in-Drive-Pic.jpg
3012K



2022-Highlander-225772-Pass-Side-Mirror-in-Reverse-Pic.jpg
3258K



HOWARD BEACH
16050 CROSSBAY BLVD
HOWARD BEACH, NY 11414-9997
(800)275-8777

08/21/2023 09:31 AM

Product	Qty	Unit Price	Price
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First-Class Mail® Large Envelope	1		\$2.07
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Atlanta, GA 30348
Weight: 0 lb 3.30 oz
Estimated Delivery Date
Thu 08/24/2023

Certified Mail®			\$4.35
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Total \$5.42

First-Class Mail® Large Envelope	1		\$2.07
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Jamaica, NY 11435
Weight: 0 lb 3.40 oz
Estimated Delivery Date
Wed 08/23/2023

Certified Mail®			\$4.35
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Total \$5.42

Grand Total: \$12.84

Credit Card Debit \$12.84

Card No. [Redacted]
Account [Redacted]
Approval [Redacted]
Transaction [Redacted]
AID: AC [Redacted]
AL: VIS [Redacted]
PIN: No [Redacted]

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Call 1-800-410-7420.

For delivery information, visit our website at www.usps.com

Jamaica, NY 11435

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postage \$2.07

Total Postage and Fees \$6.42

Postmark Here

08/21/2023

Sent To *Domsco Motors, LLC*
Street and Apt. No., or PO Box No. *139-65 Queens Blvd.*
City, State, ZIP+4® *Jamaica, NY 11435*

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

For delivery information, visit our website at www.usps.com

Atlanta, GA 30348

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postage \$2.07

Total Postage and Fees \$6.42

Postmark Here

08/21/2023

Sent To *Toyota Lease Trust*
Street and Apt. No., or PO Box No. *P.O. Box 105386*
City, State, ZIP+4® *Atlanta, Georgia 30348*

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



HOWARD BEACH
16053 CROSSBAY BLVD
HOWARD BEACH, NY 11414-9997
(300)275-8777

09/01/2023 11:25 AM

Product	Qty	Unit Price	Price
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First-Class Mail® Large Envelope	1		\$2.07
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New York, NY 10036
Weight: 0 lb 3.70 oz
Estimated Delivery Date
Tue 09/05/2023

Certified Mail®			\$4.35
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Total \$6.42

Grand Total: \$6.42

Credit Card \$6.42

Card No. [REDACTED]
Account [REDACTED]
Approved [REDACTED]
Transaction [REDACTED]
AID: A0 [REDACTED] Chip
AL: VIS [REDACTED]
PIN: No [REDACTED]

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Return Receipt (electronic)	\$2.95	
Certified Mail Restricted Delivery	\$2.95	
Adult Signature Required	\$2.95	
Adult Signature Restricted Delivery	\$2.95	
Postage	\$2.07	
Postage and Fees	\$6.42	

To: Toyota N.A., Inc
114 Avenue of the Americas
NY NY 10036

Form 3800, January 2023 www.usps.com See Back for Instructions



VIN # Ending [REDACTED] NOTICE OF CLAIM

1 message

Thu, Aug 31, 2023 at 2:31 PM

To: ravindraso@titanmotorgroup.com, Rankin Ventura <rankinv@titanmotorgroup.com>


Mr.Somra (Service Manager of Hillside Toyota/Domsco Motors),

I came into your office today, 8/31/23. to inform you of a NOTICE OF CLAIM I filed with your parent company, Domsco Motors, and Toyota and to demand that vehicle defects outlined in the NOTICE OF CLAIM be rectified. Attached is a copy of the claim letter outlining the vehicle defects sent to Toyota and your parent company Domsco . Please also be aware this is my **second visit** to your service office demanding the defects be rectified for purposes of counting the repair attempts according to NYS Lemon Laws which allow for four-(4). On Saturday, 8/26/23, I visited your dealership service office to demand that the vehicle defects be repaired and your rep named "Marvin" told me that the defects at issue, i.e. the sideview mirrors changing direction without driver prompt when in reverse, could not be fixed and that is how Toyota's builds their vehicle (paraphrasing). He also explained his Infiniti does the same thing. He also referred me to a service rep sitting two seats away from him whom he presented as a "Toyota Expert," with a some type of Toyota certificate posted identifying him as Latchman Mathura, who nodded when I looked over to him to create the appearance that the "Toyota Expert" was in agreement with his questionable explanation.. Your service rep also told me something like if I don't like it, next time don't buy a Toyota with the referenced Technology packages. Those are unacceptable responses and presentations in various respects. The outlined vehicle defects represent dangerous and hazardous conditions because I had already hit two physical objects when going in reverse because I lost view of the objects due to problematic side view mirrors changing directions without prompt to the driver. While I previously hit two physical objects due to these defects, I could have inadvertently hit pedestrians. Time is of the essence. I look forward to hearing from you.

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Sincerely,



 FD-Ltr-Notice-of-Claim-8-20-23.pdf
6212K

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

[REDACTED]

Plaintiff,

- against-

DOMSCO MOTORS LLC,
TOYOTA LEASE TRUST,
TOYOTA NORTH AMERICA INC.,
TOYOTA MOTOR CORPORATION,

Defendants.

NOTICE OF MOTION

Index No.: [REDACTED]

PAPERS SUBMITTED
SPECIAL TERM

OCT 14 2025

CIVIL COURT - QUEENS CO

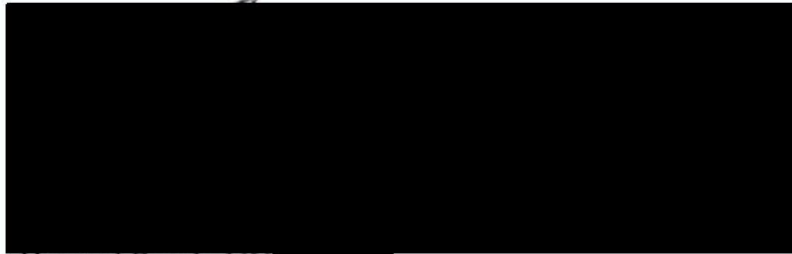
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PLEASE TAKE NOTICE that upon the annexed affirmation of [REDACTED]

[REDACTED] the plaintiff, the exhibits annexed hereto and the prior proceedings herein, the undersigned will move this Court at Motion **Part 11, Room 101**, at the Courthouse located at 89-17 Sutphin Boulevard, Jamaica, New York on October 20th, 2025, at 9:30 in the forenoon of that day, or as soon thereafter as the Pro Se Plaintiff may be heard for Order of the Court:


1. Granting default judgment as to liability in favor of Plaintiff against Defendant Toyota Motor Corporation pursuant to CPLR Section 3215 and setting this matter down for an inquest hearing on damages
2. An award of costs and imposing financial sanctions against Defendant Toyota Motor Corporation and their attorneys, Katelynn R. Balsamico, Esq., and Rose Waldorf PLLC, for intentionally delaying the first inquest hearing per 22 NYCRR Part 130
3. Stay of the proceedings until the hearing and determination of this motion
4. With such other and further relief as this Court may deem just and proper

PLEASE TAKE FURTHER NOTICE, that responding papers, if any, shall be served upon the undersigned no later than seven-(7) days prior to the return date of this motion, pursuant to CPLR 2214(b).

Dated: Jamaica, New York
October 10th, 2025



Howard Beach, NY

Email: 

To: Attorneys for Defendant Toyota Motor Corporation & Toyota Motor North America, Inc.
Katelynn R. Balsamico, Esq.
Rose Waldorf PLLC
501 New Karner Road
Albany, NY 12205

Attorneys for Defendant Toyota Lease Trust
Jonathan Marmo, Esq.
Holland & Knight, LLP
1650 Market Street, Ste. 3300
Philadelphia, PA 19103-7316

Attorney for Defendant Domsco Motors, LLC
Anna M. Andron, Esq.
Law Offices of Anna M. Andron, LLC
1325 Franklin Avenue, Suite 255
Garden City, NY 11530

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

-----X
[REDACTED]

Plaintiff,

- against -

DOMSCO MOTORS LLC,
TOYOTA LEASE TRUST,
TOYOTA MOTOR NORTH AMERICA INC.,
TOYOTA MOTOR CORPORATION,

Defendants.
-----X

AFFIRMATION IN
SUPPORT

Index No. [REDACTED]

[REDACTED] being duly sworn, hereby deposes and says:

1. I am the named Plaintiff in this action and as such, fully familiar with the facts and circumstances of this matter and I have actual knowledge of the facts and circumstances set forth herein.

2. I respectfully submit this affirmation:

- In support of Plaintiff's motion for an order granting default judgment as to liability in favor of Plaintiff against Defendant Toyota Motor Corporation ("TMC") pursuant to CPLR Section 3215 and setting this matter down for an inquest hearing on damages
- In support of Plaintiff's motion for an award of costs and imposing sanctions against Defendant TMC and their attorneys, Katelynn R. Balsamico, Esq., and Rose Waldorf PLLC, for intentionally delaying the first inquest hearing pursuant 22 NYCRR Part 130.
- Stay of the proceedings until the hearing and determination of this motion

- Granting such other relief as this Court deems just and proper.

**CLAIMS AGAINST TOYOTA MOTOR CORPORATION AND THEIR
DEFAULT PURSUANT TO CPLR SECTION 3125**

3. On or about April 11th, 2025, Plaintiff commenced an action against the Defendants for breach of contract or warranty, fraud, product defect liability, breach of the covenant of good faith and fair dealing and violation of General Business Law Section 349 (SEE EXHIBIT A). Plaintiff's claims involve hazardous product defects encountered on a 2022 Toyota Highlander Limited vehicle he leased new from the Defendants and their fraudulent attempts to conceal said defects.

4. Plaintiff sent a formal Notice of Claim letter to the Defendants detailing the hazardous vehicle defects and outlining damages on August 20th, 2023. The Defendants did not respond to the subject claim letter (SEE EXHIBIT B). It is important to note that the hazardous vehicle defects at issue put the Plaintiff and the public, such as pedestrians, at extreme risk of injury that should also subject the Defendants to punitive damages, i.e. vindication of the public's rights, as outlined in the Notice of Claim letter.

5. On or about May 8th, 2025, the Plaintiff filed the affidavits of service, evidencing service of the lawsuit on the Defendants, that he obtained from the licensed and bonded process server he hired with the Queens County Civil Court (SEE EXHIBIT C).

6. On or about June 10th, 2025, Plaintiff was forced to request an inquest because Toyota Lease Trust and Toyota Motor Corporation failed to timely answer the lawsuit (SEE EXHIBIT D).

7. Based on Plaintiff's request for an inquest, the Queens County Civil Court set the

matter down for an inquest hearing against Toyota Lease Trust (“TLT”) and Toyota Motor Corporation (“TMC”) on July 15th, 2025 at 12:00 PM in Part 12 (SEE EXHIBIT E).

8. At the inquest appearance on July 15th, 2025, the Queens County Civil Court accepted TLT’s late answer, despite the fact that the Plaintiff rejected it as untimely, and cancelled the inquest against TLT. It is important to note that TLT only answered the lawsuit after they became aware that the Plaintiff requested an inquest against them meaning it appears that they had been monitoring the case and taking actions to delay and or thwart the Plaintiff’s claims; i.e. jump in on the case as late as possible to delay the proceedings and overburden the Plaintiff.

9. The Court also cancelled the inquest hearing against TMC based on the representations from another Defendant’s, Toyota Motor North America (“TMNA”), Inc., attorneys, Katelynn R. Balsamico, Esq., from the law firm of Rose Waldorf PLLC, that TMC was not properly served and would be making a motion to dismiss for failure to properly serve TMC. The Court expressly instructed Ms. Balsamico, in the Court’s Discovery Order dated July 15th, 2025, to file a notice of appearance based on the presentation that Ms. Balsamico would be making a motion to dismiss for failure to properly serve TMC (SEE EXHIBIT F).

10. On or about July 16th, 2025, Ms. Balsamico served a limited notice of appearance for TMC (SEE EXHIBIT G).

11. The Plaintiff previously served all of the Toyota Defendants through a licensed and insured process server according to Business Corporation Law (“BCL”) Section 306 since Defendant Toyota Motor North America (“TMNA”), Inc., is the main subsidiary responsible for all of the North America operations of the foreign parent company, Defendant TMC, with a regional office in New York City, located 1114 6th Avenue, NY, NY, 10036, that is within the

jurisdiction of the New York City Civil Court that satisfies the requirements of BCL Section 306 (c) that provides “If an action or special proceeding is instituted in a court of limited jurisdiction, service of process may be made in the manner provided in this section if the office of the domestic or foreign corporation is within the territorial jurisdiction of the court.”

12. Nevertheless, after the inquest hearing was cancelled against TMC in anticipation of a motion to dismiss for failure to serve TMC, the Plaintiff served TMC again using a different service statute, namely BCL 307 which provides for service on the Secretary of State in addition to a separate mailing with affidavit of compliance and filed the proofs with the Queens County Civil Court(SEE EXHIBITS H & I).

13. In all, TMC received three separate notices of the summons with endorsed complaint when counting the two different service methods, BCL 306 and BCL 307, employed by the Plaintiff.

14. With regard to the application of BCL 307, it is important to note that New York permits service on unregistered, foreign corporations outside of New York “if the service through the Secretary of State of [the foreign corporation] was consistent with service under a New York statute other [BCL] 307, the personal jurisdiction [is] validly obtained over defendant.” See Breer v. Sears Roebuck & Co., 184 Misc. 2d 916, 921 (Sup. Ct., Bronx County 2000).

15. It is also important to note that TMC is listed and traded on the New York Stock Exchange on Wall Street in lower Manhattan and is the subject of considerable litigation in New York State, specifically the counties that make up New York City, involving TMC’s vehicles (SEE EXHIBIT J). In fact, it appears that a significant portion of the civil, including class actions, and criminal actions against TMC have taken place in the five counties that make

up New York City (SEE EXHIBIT J).

16. Despite serving Defendant TMC using two different methods, BCL 306 and BCL 307, to ensure that there was personal jurisdiction over the TMC, TMC has failed to answer or move to dismiss despite their representations to the Court at the inquest hearing on July 15th, 2025, almost ninety-(90) days ago, wherein the Court also subjected TMC to a discovery order. TMC also has not produced any of the discovery ordered by the Court that specifically includes documents relating to vehicle defects and recalls that are mentioned throughout the answers for the other Toyota Defendants TLT and TMNA.

17. TMC's litigation conduct, in appearing at an inquest hearing about ninety-(90) days ago where the Court also subjected TMC to a discovery order then failing to take any action whatsoever, also acts as a waiver of personal jurisdiction defenses due to these factual circumstances; See Matter of Estate of Obregon, 91 A.D.3d 672 (2d Dep't 2012).

18. CPLR Section 3215 provides, in pertinent part: "When a defendant has failed to appear, plead or proceed to trial of an action...the plaintiff may seek a default judgment against him."

19. "A plaintiff that seeks entry of a default judgment for a defendant's failure to answer must submit proof of service of the summons and complaint upon the defendant, proof of the facts constituting the claim, and proof of the defendant's default[.]" Mastan v. Wells Fargo Home Inc., 2020 NY Slip Op. 32456(U), N.Y. Sup. Ct., N.Y. Cty., Index No. 155674/2019 (N.Y. Sup. Ct. Jul. 24, 2020) (citing CPLR 3215(a), (f)).

20. Defaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them." Id. (citing Rokina Opt. Co. v. Camera King, 63 N.Y.2d 728, 730 (N.Y. 1984)).

21. Defendant TMC has defaulted in this action in all respects. Plaintiff is entitled to a default judgment as to liability against TMC according to CPLR 3215.

**THE COURT SHOULD AWARD COSTS AND IMPOSE FINANCIAL SANCTIONS
AGAINST TMC AND THEIR ATTORNEYS**

22. Section 130-1.1 of the New York Rules of the Chief Administrator of the Courts, 22 NYCRR, authorizes the imposition of costs and financial sanctions for litigants and attorneys who engage in frivolous conduct.

23. Conduct is considered frivolous if it is (1) completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law; (2) undertaken primarily to delay or prolong the resolution of the litigation, or to harass or maliciously injure another; or (3) asserts material factual statements that are false. 22 NYCRR Section 130-1.1.

24. Courts can assess the time available for investigating the legal or factual basis of the conduct and whether or not the conduct was continued when its lack of basis was brought to the attention of the counsel or the party. 22 NYCRR Section 130-1.1 (c); Finkelman v SBRE, LLC, 71 A.D.3d 1081 (2nd Dep't 2010).

25. "The decision whether to impose costs or sanctions against a party for frivolous conduct, and the amount of any such costs or sanctions, is generally entrusted to the court's sound discretion." Strunk v. New York State Board of Elections, 126 A.D.3d 779, 781 (2nd Dep't 2015) (citation omitted).

26. Pursuant to 22NYCRR Section 130-1.1, Courts can award attorney's fees or sanctions against either a party or counsel including on a sua sponte basis. Pellegrino v.

Salzberg, 270 A.D.2d 470 (2d Dep't 2000).

27. It appears TMC and their attorneys, Katelynn Balsamico, Esq., and Rose Waldorf PLLC are making calculated moves to delay these proceedings, by first instructing subsidiary TLT to file a late answer knowing that the Court would cancel the inquest against TLT and then having subsidiary Toyota Motor North America (TMNA) represent that they are going to make a motion to dismiss against TMC on the day of the first inquest hearing effectively cancelling the inquest against TMC but then failing to do anything whatsoever. Apart from delaying the proceedings, these improper actions overburden the Plaintiff and the Court. It appears the overarching objective of these improper actions is for TMC to escape liability by avoiding to take a formal position on the serious hazardous defects it knows or should know about at issue in this litigation, which likely impacts other Toyota vehicles, that would act to defeat's Plaintiff's claims and suppress claims by other potential plaintiffs. The unlawful conduct by TMC and their attorneys in this action would seem to mimic historical actions that TMC has taken in the past to conceal other hazardous vehicle defects it has hidden from the public and regulators that has subjected TMC to substantial civil and criminal penalties (SEE EXHIBIT J).

28. TMC's attorneys' failure to answer this lawsuit, move to dismiss, and or turn over any documents according to the Court's discovery orders is conduct that intentionally delays these proceedings. These actions are also clearly taken to overburden, injure and harass the Plaintiff by now forcing the instant motion, apart from the all of the time and effort the Plaintiff put into requesting the first inquest, preparing and appearing at the first inquest which was all wasted time, effort and expense, in violation of 22 NYCRR Section 130-1.1, The subject statute provides that conduct is considered frivolous when "(2) undertaken primarily to delay or prolong the resolution of the litigation, or to harass or maliciously injure another."

29. Moreover, it appears that TMC's attorneys are trying to use tenuous legal arguments that the Court does not have personal jurisdiction over TMC to further this delay campaign.

30. This personal jurisdiction argument crafted by TMC's attorneys to delay these proceedings is an incredible because TMC has been timely served with three different notices of this action using two different statutes, BCL 306 and BCL 307, with the latter specifically geared toward foreign corporations that do not have the substantial presence that TMC has in the five counties that make up New York City and jurisdiction of the New York City Civil Court according to the Civil Court Act ("CCA").

31. It is important to emphasize, that on or about December 12th, 2023, the Appellate Division, First Department, in 13 East 124 LLC v. J&M Realty Services Corp., 2023 NY Slip Op 06326 [222 AD3d 446], upheld a sanctions award against the plaintiff of in excess of \$22,000.00 for frivolous conduct pursuant to 22 NYCRR 130-1.1 that centers around tenuous jurisdictional that TMC's attorneys are trying to advance in this case to delay the proceedings for the benefit of TMC with the hope and intention to suppress other claims from potential plaintiffs for the same or similar vehicle defects.

32. In affirming the sanctions award in 13 East 124 LLC v. J&M Realty Services Corp., the First Department stated that "Rule 130 sanctions are retributive, in that they punish past conduct. They are also goal oriented, in that they are useful in deterring future frivolous conduct not only by the particular parties, but also by the Bar at large. The goals include preventing the waste of judicial resources, and deterring vexatious litigation and dilatory or malicious litigation tactics." The Court also reiterated that the plaintiff in acted in bad faith by refusing "to consent to a stipulation which would have granted them all the relief they were

seeking.”

33. The First Department rejected the plaintiff’s jurisdictional argument by stating the following in the aforementioned case:

- “Voluntary discontinuance did not divest the court of jurisdiction to impose sanctions for pre-discontinuance conduct. The Second Circuit has held that the District Court “clearly has jurisdiction to impose sanctions irrespective of the status of the underlying case because the imposition of sanctions is an issue collateral to and independent from the underlying case” (Schlaifer Nance & Co. v Estate of Warhol, 194 F.3d 323, 333 [2nd Cir 1999])[affirming District Court’s imposition of sanctions pursuant to Fed Rules Civ Pro rule 11 after dismissing underlying case], citing Cooter & Gell v Hartmarx Corp., 496 US 384, 395-396 [1990]). Similarly this Court has held that the trial court’s jurisdiction over the underlying case is not necessary to impose sanctions pursuant to 22 NYCRR 130-1.1 (see e.g. World Sports Group v Motion Picture Academy of Arts & Sciences, 173 AD2d 53, 54 [1st Dept 2000])[affirming trial court’s imposition of sanctions pursuant to 22 NYCRR 130-1.1 after dismissing the action for lack of personal jurisdiction over the defendants]). Accordingly, plaintiffs’ voluntary discontinuance did not divest the court of jurisdiction to determine the amount of the attorneys’ fees award to defendants (see Schlaifer Nance & Co., 194 F3d at 333; World Sports Group, 273 AD2d at 54).”

34. As per the case law above, the “personal jurisdiction” delay strategy employed by the TMC and their attorneys is frivolous and should be punished especially after appearing

before the Court to ask that the Court cancel the first inquest hearing against TMC because TMC was going to make a motion to dismiss and then doing absolutely nothing for close to ninety-(90) days.

35. The personal jurisdiction argument crafted by TMC's attorneys, Ms. Balsamico, Esq., and Rose Waldorf PLLC, and their attempt to deceive the Court and delay these proceedings by not timely moving to dismiss, answer, or turn over documents according to the Court's discovery order, as they represented to the Court on July 15th, 2025, are all mutually exclusive issues. The Court specifically cancelled the inquest hearing against TMC based on fraudulent representations that Ms. Balsamico, Esq., and Rose Waldorf PLLC made to the Court as an Officer of the Court about a motion that never happened.

**THE COURT SHOULD ISSUE AN ORDER REFERRING THIS ATTORNEY
DISCIPLINARY MATTER TO THE RELEVANT ATTORNEY GRIEVANCE
COMMITTEE**

36. Part 100 of the Rules of the Administrative Judge provides for the following:

- Part 100.3, (D), (2): A judge who receives information indicating that a substantially likelihood that a lawyer has committed a substantial violation of the Rules of Professional Conduct (22NYCRR Part 1200) shall take the appropriate action
- Part 100.3, (D), (3): Acts of a judge in the discharge of disciplinary responsibilities are part of the judge's duties.

37. Rule 1.2 of the New York Rules of Professional Conduct, Scope of Representation and Allocation of Authority Between Client and Lawyer, provides for the following:

- (D) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is illegal or fraudulent, except that the lawyer may discuss the legal consequences of any proposed course of conduct with a client.

- The commentary amended through June 1st, 2018, for the New York Rules of Professional Conduct, Rule 1.2, emphasizes the following with regard to **Illegal and Fraudulent Transactions:**

[9] Paragraph (d) prohibits a lawyer from counseling or assisting a client in conduct that the lawyer knows is illegal or fraudulent. This prohibition, however, does not preclude the lawyer from giving an honest opinion about the consequences that appear likely to result from a client's conduct. Nor does the fact that a client uses advice in a course of action that is illegal or fraudulent of itself make a lawyer a party to the course of action. There is a critical distinction between presenting an analysis of legal aspects of questionable conduct and recommending the means by which a crime or fraud might be committed with impunity.

[10] When the client's course of action has already begun and is continuing, the lawyer's responsibility is especially delicate. The lawyer is required to avoid assisting the client, for example, by drafting or delivering documents that the lawyer knows are fraudulent or by suggesting how the wrongdoing might be concealed. When the representation will result in violation of the Rules of Professional Conduct or other law, the lawyer must advise the client of any relevant limitation on the lawyer's conduct and remonstrate with the client. See Rules 1.4(a)(5) and 1.16(b)(1). Persuading a client to take

necessary preventative or corrective action that will bring the client's conduct within the bounds of the law is a challenging but appropriate endeavor. If the client fails to take necessary corrective action and the lawyer's continued representation would assist client conduct that is illegal or fraudulent, the lawyer's continued representation would assist client conduct that is illegal or fraudulent, the lawyer is required to withdraw. See Rule 1.16(b)(1). In some circumstances, withdrawal alone might be insufficient. In those cases the lawyer may be required to give notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation, or the like. See Rule 1.6(b)(3); Rule 4.1, Comment [3].

38. Rule 3.3 of the New York Rules of Professional Conduct, Titled Conduct Before a Tribunal provides for the following:

- A lawyer shall not knowingly: make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer.
- The commentary amended through June 1st, 2018, for the New York Rules of Professional Conduct, Rule 3.3, are revealing as to the deceitful conduct and professional obligations by the Attorney Defendants in this case:
 - [2] This Rule sets forth the special duties of lawyers as officers of the court to avoid conduct that undermines the integrity of the adjudicative process. A lawyer acting as an advocate in an adjudicative proceeding has an obligation to present the client's case with persuasive force. Performance of that duty while maintaining confidences of the client, however, is qualified by the

advocate's duty or candor to the tribunal. Consequently, although a lawyer in an adversary proceeding is not required to present an impartial exposition of the law and may not vouch for the evidence submitted in a cause, the lawyer must not allow the tribunal to be misled by false statements of law or fact or by evidence that the lawyer knows to be false.

- Commentary [3] under bolded sub heading **Representations by a Lawyer** goes on to further specify that "There are circumstances where failure to make a disclosure is the equivalent of an affirmative misrepresentation. The obligation prescribed in Rule 1.2(d) (Referenced Above) not to counsel a client to commit or assist the client in committing fraud applies in litigation. See also Rule 8.4(b), Comments [2]-[3]."

39. Rule 8.4 of the New York Rules of Professional Conduct, Titled Misconduct provides for the following:

A. A lawyer or law firm shall not:

- i. (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- ii. (b) engage in illegal conduct that adversely reflects on the lawyer's honesty, trustworthiness or fitness as a lawyer;
- iii. (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- iv. (d) engage in conduct that is prejudicial to the administration of justice;

40. Based on the circumstances set forth in the instant motion, the Court should also

issue an order making a referral to the relevant Attorney Grievance Committee since a considerable amount of resources, both by the Plaintiff and the Court, are being wasted unnecessarily due to this frivolous conduct especially after TMC and their attorneys appeared before the Court close to ninety-(90) days ago asking the Court to cancel the inquest hearing on personal jurisdiction issues. The Court gave TMC and their attorneys the benefit of the doubt by cancelling the inquest against TMC. However, TMC has intentionally done absolutely nothing but further their default in these proceedings,

41. The Court should also disqualify Katelynn Balsamico, Esq., and Rose Waldorf PLLC, sua sponte by striking the limited notice of appearance that they filed on behalf of TMC since it appears that TMC, the parent company that design and manufactures Toyota vehicles on a global scale, and their subsidiary, TMNA that just oversees TMC's North America operations, have differing interests as defined by the New York Rules of Professional Conduct, i.e. Rule 1.7 (The interests are different because TMNA would likely claim that the vehicle defects at issue in this lawsuit are outside its purview since it involves a design issue that is the sole responsibility of TMC, the parent company). Katelynn Balsamico, Esq., and Rose Waldorf PLLC, as an Officer of the Court, were only able to delay these proceedings by representing differing interests in violation of the New York Rules of Professional Conduct.

**THE COURT SHOULD STAY THE CASE UNTIL ITS HEARS AND DETERMINES
THIS MOTION PURSUANT TO CPLR SECTION 2201**

42. The Court should also order a stay, pursuant to CPLR Section 2201, of the proceedings to maintain the status quo until the Court decides this motion. It is prejudicial to Plaintiff if the Court does not issue a stay because if the Court does not deal with the main Defendant's, TMC the designer of the vehicle and the principle party responsible for product

defects, default in this case first the Plaintiff could potentially be litigating the same issues multiple times unnecessarily. Moreover, TMC's default impacts how the claims against the other Defendants would be litigated. For example, for the claims where there is joint liability, if the Plaintiff is granted a default judgment against TMC the claims against the remaining jointly liable defendants end because those claims merge with the judgment; See United States Printing & Lithograph Co. v. Powers, 135 N.E. 225, 228-29 (N.Y. 1922). Where severally liability of the claims amongst the Defendants exists, the Plaintiff will likely have to move to sever the action as to the other Defendants; See CPLR 3215(a).

WHEREFORE, Plaintiff respectfully requests that this Court grants the plaintiff's motion for an order granting default judgment as to liability against TMC and sets this matter down for an inquest hearing on damages against TMC, granting an award of costs and imposition of financial sanctions against TMC and their attorneys, granting a stay of proceedings pursuant to CPLR 2201 and granting such other relief as the Court deems just and proper.

Dated: Queens County, New York
October 10th, 2025



AFFIRMATION OF TRUTH OF STATEMENT

I affirm on this 10th day of October, 2025, under the penalties of perjury under New York, which may include a fine or imprisonment, that the foregoing is true and I understand that this document may be filed in an action or proceeding in a court of law.



Civil Court of the City of New York

County of Queens

Index Number



Plaintiff(s)

-against-

DOMSCO MOTORS, LLC; TOYOTA LEASE TRUST; TOYOTA MOTOR NORTH

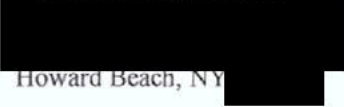
AMERICA INC.; TOYOTA MOTOR CORPORATION

Defendant(s)

SUMMONS WITH ENDORSED COMPLAINT

BASIS OF VENUE: Plaintiff's residence

Plaintiff's Address (s):



Howard Beach, NY

To the named defendant (s)

DOMSCO MOTORS, LLC (Defendant), at 139-65 QUEENS BOULEVARD, Jamaica, NY 11435

TOYOTA LEASE TRUST (Defendant), at 1114 6TH AVENUE, New York, NY 10036

TOYOTA MOTOR NORTH AMERICA INC. (Defendant), at 1114 6TH AVENUE, New York, NY 10036

TOYOTA MOTOR CORPORATION (Defendant), at 1114 6TH AVENUE, New York, NY 10036

YOU ARE HEREBY SUMMONED to appear in the Civil Court of the City of New York, County of Queens at the office of the Clerk of the said Court at **89-17 Sutphin Boulevard** in the **County of Queens, City and State of New York**, within the time provided by law as noted below and to file your answer to the (endorsed summons) (annexed complaint) * with the Clerk; upon your failure to answer, judgment will be taken against you for the total sum of \$25,000.00 and interest as detailed below.

Plaintiff's work sheet may be attached for additional information if deemed necessary by the clerk.

Date: April 11, 2025

Tanya Faye
Chief Clerk

ENDORSED COMPLAINT

The nature and the substance of the plaintiff's cause of action is as follows: **Breach of Contract or Warranty for \$25,000.00 with interest from 06/28/2022; Fraud; Product Defect Liability; Breach of covenant of good faith & fair dealing; GBL Section 349**

***NOTE TO THE DEFENDANT**

*A) If the summons is served by its delivery to you personally within the City of New York, you must appear and answer within **TWENTY** days after such service; or*

*B) If the summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed **THIRTY** days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.*

C) Following CPLR 321(a) corporations must be represented by an attorney.

*** NOTE TO THE SERVER OF THE SUMMONS**

The person who serves the summons should complete the Affidavit of Service and shall file it in the Clerk's Office in the county where the action is brought.

PLAINTIFF'S CERTIFICATION

(See 22NYCRR, Section 130-1.1a)

SIGN NAME:

PRINT NAME:



STATE OF NEW YORK:
NYC Civil Court, Queens County
89-17 Sutphin Blvd.
Jamaica, New York 11435

Receipt Number: [REDACTED]
Time: 04/11/2025 16:09:51
Cashier Name: rsc
Register Name: 1
Received From: [REDACTED]
Case # [REDACTED]
1-File Summons/1st Paper \$45.00
Total Owed: \$45.00
Payments:
Cash \$45.00
Amount Tendered: \$45.00
Change \$0.00

[PAYOR COPY]

\$44 Million Toyota Rav4 Battery Recall Class Action Settlement



Unsplash | Updated: March 21, 2025

YouTube Post Share 118

Claim Form Deadline: July 1, 2025

Payout: Varies

Proof required: Yes

What is the [Toyota Rav4](#) [Battery Recall Class Action Settlement](#)?

A class action lawsuit has been settled over certain Toyota [Rav4](#) models, in a class action settlement estimated to be totaling \$44 million. The Rav4 class action lawsuit concerns specific 2013–2018 Toyota RAV4 vehicles (not including Rav4 hybrids) that were part of a national consumer recall in the United States.

The Toyota Rav4 class action lawsuit alleged that these vehicles contain a defective battery terminal that can cause electrical power loss, vehicle stalling, and potentially fire in the engine compartment. Toyota has denied these allegations but has agreed to a settlement to resolve the case and move without taking the case to trial.

How Do I Qualify for a Payout?

You may qualify if you currently own or lease, or previously owned or leased, a 2013–2018 Toyota RAV4 vehicle (not including hybrid Rav4 cars) that was part of Recall 23V-734. To check if your vehicle is eligib

x

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open to claims:

Email Address

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reCAPTCHA
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Nearby car dealerships

How Much Can I Get Paid?

The settlement provides various benefits through a support program for customers, including:

1. Partial reimbursement for replacing a Group 26R battery with a Group 35 battery
2. Reimbursement for unreimbursed repairs or parts replacements of the battery hold-down assembly and related rental/towing expenses
3. Reimbursement for damages to the vehicle or property caused by a thermal event related to the alleged defect, including rental/towing expenses

The exact amount you may receive depends on your specific situation and the expenses you incurred.

How do I file a claim?

To file a claim you can visit the Toyota Rav4 class action settlement website and determine if your vehicle is eligible using the VIN lookup tool on the site.

What's the Deadline to File a Claim?

Depending on which kind of claim you file there may be different deadlines. Here are the relevant class action claim form deadlines for each type of claim:

- **June 25, 2025**

Deadline to File a Claim For the Battery Replacement Reimbursement Program

- **July 1, 2025**

Deadline to File a Claim For the Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program

These deadlines above represent the last day to submit claims for each specific reimbursement program offered as part of the Toyota RAV4 battery settlement. Deadline to file a claim for out of pocket repair costs has passed.

Claim Form Website



in Newswire

Published on December 6, 2024

Class Action Lawsuit Filed Over Alleged Engine Defect Plaguing 2022-2024 Toyota Tundra, Tundra Hybrid

by **Corrado Rizzi**

Daley et al. v. Toyota Motor North America, Inc.

[Read Complaint](#)



FILED: DECEMBER 2, 2024 ♦ § 2:24-CV-01318

A class action lawsuit alleges 2022-2024 Toyota Tundra and Tundra hybrids are stricken with an engine defect that can cause stalling and/or total engine failure.


DEFENDANT(S)	LAW(S)	STATE(S)
• Toyota Motor North America, Inc.	• North Carolina Unfair and Deceptive Trade Practices Act • Oregon Unlawful Trade Practices Act • Vermont Consumer Protection Act	Vermont

CATEGORIES

• Automotive • Defective Products • False Advertising • Fraud

 (i) New ? Read our Newswire Disclaimer

A proposed class action lawsuit alleges 2022-2024 model year Toyota Tundra and Tundra hybrid vehicles are stricken with an engine defect that can cause stalling and, in certain cases, total engine failure.

Want to stay in the loop on class actions that matter to you? Sign up for  free weekly newsletter.

The 41-page Toyota class action specifies that the apparent V35A engine defect stems from, or is related to, debris—dirt, dust, sludge or metal shavings—contained within the engines in affected vehicle models. If left uncleaned, the debris will remain nestled between the engine’s metal components and interfere with overall operation, the case explains.

When the problem manifests, the suit says, a Toyota Tundra may “run rough,” exhibit engine knocking, and fail to accelerate while the driver is engaging the gas pedal before suddenly, after the delay, jolting or lurching forward.

The alleged Toyota Tundra engine problems can create a host of unsafe driving situations, including an affected vehicle being rear-ended due to its failure to accelerate or rear-ending other vehicles. Catastrophic engine failure may also leave a driver and passengers stranded and burdened with extensive, expensive repairs, among other economic damages, the filing notes.

According to the lawsuit, Toyota is aware of the Tundra and Tundra hybrid engine defect and its related issues yet has failed to address the problem universally while continuing to sell vehicles with “a well-known safety issue.”

Though Toyota announced a recall for over 100,000 Tundra and Lexus vehicles this year for potential engine failure, there exist “obvious shortcomings” with the initiative, including its failure to account for other vehicles with substantially similar engine builds that also exhibit the engine defect at issue, the complaint relays. Toyota’s recall this year covers only 2022 and 2023 models and does not include the 2024 model year Tundra or Tundra hybrid, the lawsuit states.

For vehicles the Toyota recall does cover, however, the acceleration-delay lurch issue still exists, the filing shares.

“The result of all this is that Plaintiffs and class members who paid to purchase or lease a Class Vehicle are currently stuck driving a vehicle that Toyota knows is dangerous, but has no concrete timetable for a workable fix,” the class action suit summarizes, arguing that proposed class members should not be forced to wait it out for a potential fix that is not even guaranteed to work and will reduce the value of their vehicles.

Though Toyota announced that it intends to replace the engines in the Tundras covered by the recall, reports indicate that drivers may have a long wait time before their vehicles can be repaired. The automaker reportedly said it planned to notify customers in late November or early December so they could begin scheduling engine replacements.

The Toyota Tundra class action lawsuit looks to cover all owners and lessees of 2022, 2023 and 2024 Toyota Tundra and Tundra hybrid vehicles bought or leased in the United States or its territories.

Check out our class action rebates page full of open class action settlements.



Case Spotlight

Video Game Addiction Lawsuits

If your child suffers from **video game addiction** — including Fortnite addiction or Roblox addiction — you may be able to take legal action. Gamers 18 to 22 may also qualify.

Learn more: [Video Game Addiction Lawsuit](#)

Depo-Provera Lawsuits

Anyone who received **Depo-Provera or Depo-Provera SubQ injections** and has been diagnosed with meningioma, a type of brain tumor, may be able to take legal action.

Read more: [Depo-Provera Lawsuit](#)



How Do I Join a Class Action Lawsuit?

Did you know there's usually nothing you need to do to join, sign up for, or add your name to new class action lawsuits when they're initially filed?

Read more here: [How Do I Join a Class Action Lawsuit?](#)



OPEN DOCUMENT

Corrado Rizzi

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Corrado Rizzi is the Senior Managing Editor of ClassAction.org.



ClassAction.org is a group of online professionals (designers, developers and writers) with years of experience in the legal industry.

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PRESS RELEASE

Hino Motors, a Toyota Subsidiary, Agrees to Plead Guilty and Pay Over \$1.6B to Resolve Emissions Fraud Scheme

Wednesday, January 15, 2025

For Immediate Release

Office of Public Affairs

The U.S. Justice Department, Environmental Protection Agency (EPA), FBI, Customs and Border Protection (CBP), Department of Transportation's Office of Inspector General (DOT-OIG), National Highway Traffic Safety Administration (NHTSA), and State of California today reached criminal and multiple civil resolutions, valued at over \$1.6 billion, with Hino Motors, Ltd. (Hino Motors), Hino Motors Manufacturing U.S.A., Inc. and Hino Motors Sales U.S.A., Inc. (collectively, Hino) for violations related to the submission of false and fraudulent engine emission testing and fuel consumption data to regulators and the illicit smuggling of engines into the United States. These resolutions are subject to approval by the U.S. District Court for the Eastern District of Michigan.

This unlawful conduct allowed Hino, a subsidiary of Toyota Motor Corporation, to improperly secure approvals to import and sell, and cause to be imported and sold, more than 110,000 diesel engines in the United States from 2010 to 2022. These engines were primarily installed in heavy-duty trucks manufactured and sold by Hino nationwide.

"Today, Hino Motors, a subsidiary of Toyota, agreed to plead guilty to engaging in a criminal conspiracy to mislead regulators and consumers that violated federal environmental laws and

endangered public health,” said Attorney General Merrick B. Garland. “No company is above the law. I am grateful to our federal and state partners for their work to hold Hino accountable for its criminal misconduct.”

“Hino knew the requirements that engines must meet to be certified to operate in the United States, yet it falsified data for years to skirt regulations,” said Assistant Attorney General Todd Kim of the Justice Department’s Environment and Natural Resources Division (ENRD). “Hino’s actions led to vast amounts of excess air pollution and were an egregious violation of our nation’s environmental, consumer protection and import laws. Today’s plea agreement and civil settlements, on behalf of myriad federal entities, mark the Justice Department’s commitment to protecting our environment and holding companies accountable for corporate wrongdoing.”

“Corporate crimes such as these endanger the health and well-being of innocent Americans, as well as the environment in which we all live,” said U.S. Attorney Dawn N. Ison for the Eastern District of Michigan. “My office is committed to aggressively seeking justice when corporate actors violate air quality standards and place our community at risk in order to increase their sales.”

“Hino Motors engaged in a years-long scheme to alter and fabricate emissions data in order to get a leg up over its competitors and boost their bottom-line,” said FBI Director Christopher Wray. “To further this fraudulent scheme, Hino violated laws and regulations intended to protect American’s health and the environment. The FBI is committed to working with our partners across the U.S. government to ensure that corporate bad actors who purposefully violate the law are held accountable for their criminal actions.”

“Providing false information to federal agencies subverts regulations designed to protect the public and reduce costs for consumers,” said Principal Deputy Assistant Attorney General Brian M. Boynton, head of the Justice Department’s Civil Division. “The Justice Department will continue to work closely with its partners to hold accountable companies that prioritize profit over complying with the law.”

“EPA and the American consumer rely on true and accurate data from engine manufacturers to protect our nation’s air quality. Hino’s actions directly undermined EPA’s program to protect the public from air pollution,” said Acting EPA Administrator Jane Nishida. “Today’s criminal charges and civil settlement demonstrates EPA’s commitment to hold companies like Hino Motors, Ltd. accountable for knowingly violating environmental laws and regulations that protect public health and the environment.”

“CBP works with partner government agencies to prioritize the enforcement of environmental laws and is driving meaningful change in trade practices,” said Executive Assistant Commissioner AnnMarie Highsmith of CBP’s Office of Trade. “This settlement is an example of CBP’s role in enforcing laws that facilitate legitimate trade and protect the American economy,

creating a level playing field for American businesses and ensuring that consumers have access to fair, safe products.”

“Misleading federal regulators is a brazen crime that is reflected in the size and scope of today’s settlement agreement which holds Hino Motors accountable for their wrongdoing,” said Inspector General Eric J. Soskin of DOT. “The judicial actions taken today demonstrate the ongoing commitment of DOT-OIG to work with our law enforcement and prosecutorial partners to investigate improper and illegal conduct of automotive corporations that submit false fuel consumption values.”

“Hino knowingly took unlawful advantage of California’s incentives designed to accelerate the adoption of clean transportation technologies, which safeguard the health and safety of Californians from pollution,” said California Attorney General Rob Bonta. “At the California Department of Justice, we will continue to hold manufacturers like Hino accountable for breaking California’s laws. I want to thank our federal and state partners for their collective work on reaching this critical settlement.”

Global Resolution Details

As part of the global resolutions, Hino Motors, Ltd. has agreed to plead guilty to engaging in a multi-year criminal conspiracy. The plea agreement, which is subject to approval by the court, requires it to pay a criminal fine of \$521.76 million, serve a five-year term of probation — during which it will be prohibited from importing any diesel engines it has manufactured into the United States — and implement a comprehensive compliance and ethics program and reporting structure. Hino Motors, Ltd. has also agreed to entry of a forfeiture money judgment against it in the amount of \$1.087 billion. Pursuant to the plea agreement, Hino’s future payments towards its civil settlement obligations, as well future payments as part of a civil class action settlement brought by private plaintiffs, will be credited towards its criminal forfeiture money judgment obligation.

In separate civil resolutions of environmental, customs and fuel economy claims by the federal government and the State of California, Hino will pay a civil penalty of \$525 million based on its demonstrated financial condition. The global resolution includes the second largest criminal fine and fourth largest civil penalty in the history of EPA’s mobile source program.

Other provisions of the civil agreement include:

- A mitigation program, valued at \$155 million, to offset excess air emissions from the violations by replacing marine and locomotive engines, and installing locomotive idle reduction technology systems, throughout 49 states (excluding California), including the reduction of over 41,000 tons of nitrogen oxides (NOx) emissions;
- A recall program, valued at \$144.2 million, to modify violative engines in 2017-2019 heavy-duty trucks so they comply with U.S. and California emissions laws;

- \$123.6 million to fund mitigation projects and enforcement costs in California; and
- \$30.3 million to resolve California False Claims Act claims.

EPA discovered Hino's noncompliance as a result of conducting confirmatory testing of Hino's engines. On Jan. 10, EPA voided engine approvals, called "certificates of conformity," for Hino's 2010-2019 diesel engines for heavy-duty trucks and nonroad equipment. This is the largest voiding action ever taken by EPA, reflecting the egregiousness of the conduct and the flagrant disregard for EPA's certification program. That program is designed to provide a level playing field for vehicle and engine manufacturers seeking to do business in the United States.

Conduct Admitted to by Hino Motors, Ltd.

As part of its plea agreement, Hino Motors, Ltd. admits that between 2010 and 2019, it submitted and caused to be submitted false applications for engine certification approvals. Hino Motors, Ltd. engineers regularly altered emission test data, conducted tests improperly and fabricated data without conducting any underlying tests. Hino Motors, Ltd. further admits that it submitted fraudulent carbon dioxide emissions test data, which resulted in false fuel consumption values being calculated for its engines. Hino Motors, Ltd. engineers also failed to disclose software functions that could adversely affect engines' emission control systems. As a result of the fraud, Hino Motors, Ltd. imported and sold over 105,000 non-conforming engines between 2010 and 2022.

Emissions Reductions

EPA estimates that Hino's engines emitted levels of NO_x, particulate matter, carbon dioxide (CO₂), and nitrous oxide (N₂O) above the regulatory limits. Hino's recall is designed to bring model year 2017-2019 truck engines into compliance with emissions standards. Its mitigation projects around the country will fully offset the lifetime excess emissions of all violative engines. These mitigation projects include:

- Replacing more than 35 older, dirtier marine and locomotive engines with engines certified to the strictest EPA diesel emission standards, and
- Installing idle reduction technology in over 135 locomotives.

The mitigation projects will reduce emissions by at least 41,941 tons of NO_x, 376 tons of particulate matter, 6,199 tons of CO₂, and 135 tons of N₂O. The NO_x reductions alone are estimated to be equivalent to removing over 110,000 heavy-duty trucks from operation.

NO_x and particulate matter are associated with serious health effects, including asthma attacks, respiratory illnesses and cardiovascular issues, which can lead to lung damage and premature death. CO₂ and N₂O are climate-impacting greenhouse gases, which can also endanger public health and welfare.

The Clean Air Act requires vehicle and engine manufacturers to submit testing data showing that their products meet air pollution emission standards in order to obtain certifications from EPA and California. As part of the certification process, manufacturers must conduct emission testing and submit test data demonstrating compliance with standards. Manufacturers must also disclose software functions that could affect engines' emission controls. Further, motor vehicle engines must comply with emissions requirements to be lawfully imported into the United States. NHTSA regulations require that manufacturers like Hino provide fuel consumption values for each model year because these standards are designed to conserve fuel and increase efficiency.

The charges in the criminal information filed against Hino Motors, Ltd. are merely accusations. All defendants are presumed innocent unless and until proven guilty beyond a reasonable doubt in a court of law. A plea hearing date has not yet been set. Future case updates will be listed at www.justice.gov/enrd/environmental-crime-victim-assistance/current-case-information-crime-victims. Individuals can contact the Justice Department regarding victim rights and services or the status of this case at (833) 676-181 or at crimevictimprogram.enrd@usdoj.gov; please mention or put in the subject line: 198-01902. The Justice Department uses the Victim Notification System (VNS) to provide victims with case information and updates related to this case. If you believe you are a victim of the conduct described in the plea agreement and criminal information, please visit www.justice.gov/enrd/case/hino-motors-ltd.

The proposed global civil settlement consent decree is subject to a 30-day comment period and final court approval. More information on the consent decree and the process for submitting comments is available at www.justice.gov/enrd/consent-decrees. This settlement agreement is part of a coordinated group of settlements resolved by the United States against Hino by EPA, NHTSA, CBP, and California with resolved False Claims Act and other state-only claims on behalf of the California Air Resources Board (CARB) and the California Attorney General.

Special agents of EPA's Criminal Investigation Division (EPA-CID)'s Ann Arbor Field Office and FBI's Detroit Field Office are investigating the criminal case.

Senior Trial Attorney Banumathi Rangarajan of ENRD's Environmental Crimes Section and Assistant U.S. Attorney Andrew J. Yahkind for the Eastern District of Michigan are prosecuting the criminal case, with support from EPA's Regional Criminal Enforcement Counsel. The Civil Division's Consumer Protection Branch, Justice Department's Office of International Affairs, CBP's Office of Chief Counsel and Office of the Assistant Chief Counsel-Detroit, DOT-OIG and NHTSA provided assistance.

Senior Counsel David Laufman Weigert and Senior Attorney Alexandra Sherertz with ENRD's Environmental Enforcement Section, Assistant U.S. Attorney Anthony Gentner of the U.S. Attorney's Office for the Eastern District of Michigan and Senior Legal Advisor Meetu Kaul and

Attorney-Advisors Kayla Steinberg and Ian Altendorfer with EPA's Office of Enforcement and Compliance Assurance (OECA), Air Enforcement Division are handling the civil settlements. Engineers with EPA's Office of Transportation and Air Quality and OECA provided critical assistance.

CARB played an active and supportive role throughout the development and pursuit of the civil case and settlement negotiations by EPA and ENRD. Trial Attorneys Marilee Miller and Paulina Stamatelos with the Civil Division's Consumer Protection Branch are handling NHTSA-related claims. Assistant Chief Counsel Karen Hiyama and Attorney Jason W. Williams with CBP's Office of the Assistant Chief Counsel-Detroit are handling CBP-related claims.

[Hino Motors Ltd Criminal Information.pdf](#) [Hino Motors Ltd Plea Agreement.pdf](#)

Updated February 6, 2025

Topic

ENVIRONMENT

Components

[Civil Division](#) | [Environment and Natural Resources Division](#) | [ENRD - Environmental Crimes Section](#) | [ENRD - Environmental Enforcement Section](#) | [Federal Bureau of Investigation \(FBI\)](#) | [USAO - Michigan, Eastern](#)

Press Release Number: 25-65

Related Content

2025 02 06 10:00

Salas v. Toyota

Alfred Salas et al. v. Toyota Motor Sales, U.S.A., Inc., Case No. 2:15-cv-08629-HDV-E (U.S.D.C. C.D. Cal)

Reimbursements Are Available for Eligible Current and Former Individual Owners and Lessees of Certain 2012-2015 Camry XV50 Vehicles Purchased or Leased in California

Important Update: On January 8, 2025, the Court issued its Final Orders and Final Judgment approving the class action settlement. As set out in the Settlement Agreement and given that no objections were filed objecting to the class action settlement, the Final Effective Date has been reached for purposes of settlement benefits. You are encouraged to periodically check this website, because it will be updated with additional information from time to time.

There is a proposed settlement (the "Settlement") in a class action lawsuit against Toyota¹ concerning certain 2012-2015 Toyota Camry vehicles purchased or leased in California (known as the "Subject Vehicles") that related to the heating, ventilation and air-conditioning system ("HVAC System"). If you are included in the Settlement, you have legal rights and options, and deadlines by which you must exercise them.

The case is currently pending before Judge Hernan D. Vera in the United States District Court for the Central District of California in an action titled *Alfred Salas et al. v. Toyota Motor Sales, U.S.A., Inc.* (Case No. 2:15-cv-08629-HDV-E). Plaintiffs allege that the HVAC Systems installed in the Subject Vehicles are defective. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. The purpose of this website is to provide you with important information about the Settlement so you may decide what to do.

The Settlement provides Class Members with the opportunity to seek reimbursement for certain reasonable past and future out-of-pocket expenses.

You may be eligible for these benefits if you are an individual who reside(d) in California and at any time prior to May 31, 2024, and own(ed), purchase(d), and/or lease(d) a model year 2012 to 2015 Camry XV50 in California. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Class Counsel; and (c) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons are not Class Members once they timely and properly exclude themselves from the Class as provided for in the Settlement Agreement, once the exclusion request has been finally approved by the Court.

To determine whether your vehicle is part of the Class, please use the Vehicle Identification Number (VIN) lookup tool [here](#) to check the eligibility of your vehicle.

For their work in securing this Settlement, the attorneys representing the Class (known as "Class Counsel") will request \$4,100,000 in attorneys' fees and \$350,000 in expenses. Class Counsel will also request service awards of up to \$7,500 for Plaintiffs who are serving as class representatives in this Settlement.

The full details of the Settlement, including the Settlement Agreement and other important case documents, are available on the [Documents](#) page. Please visit this website regularly for further updates about the Settlement.

¹Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

Your Legal Rights and Options in This Lawsuit

File a Claim for Reimbursement of Out-Of-Pocket Expenses Incurred on or before May 31, 2024

The deadline to file a claim for reimbursement for out-of-pocket expenses incurred on or before May 31, 2024, was May 31, 2025, and has passed.

File a Claim for Reimbursement of Out-Of-Pocket Expenses Incurred after May 31, 2024

This Settlement reimburses a Class Member up to \$100 for certain reasonable unreimbursed out-of-pocket expenses incurred to replace and install a charcoal filter in a Subject Vehicle after **May 31, 2024**. For model year 2014-2015 Subject Vehicles, claims for out-of-pocket expenses incurred after **May 31, 2024**, must be postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by **May 31, 2026**. If you incurred such out-of-pocket expenses, you may submit a claim for reimbursement [here](#).

For Model Year 2012-2013 Subject Vehicles, claims must have been postmarked (in the case of mailed claims) or filed with the Settlement Notice Administrator (in the case of electronic claims) by **May 31, 2025**.

Object

The deadline to object to the Settlement was September 30, 2024, and has passed.

Exclude Yourself

The deadline to opt out of the Settlement was September 30, 2024, and has passed.

Appear in the Lawsuit or go to the Fairness Hearing

The fairness hearing occurred on **October 30, 2024, at 10:00 a.m. PDT**.

Do Nothing

If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

Current Status

Claims are currently being accepted for this case, although the deadline for certain types of claims have passed. It is still possible to file a Claim for Reimbursement of Out-of-Pocket Expenses Incurred after May 31, 2024 for **Model Year 2014-2015 Subject Vehicles**. The deadline for these claims to be filed is **May 31, 2026**.

The deadline has passed to submit a claim for reimbursement of out-of-pocket expenses incurred on or before May 31, 2024, and out-of-pocket expenses incurred after May 31, 2024 for **Model Year 2012-2013 Subject Vehicles**.

The deadline to object or exclude yourself was **September 30, 2024**.

The Fairness Hearing occurred on **October 30, 2024, at 10:00 a.m. PDT**.

Important Dates

May 31, 2026

Deadline to File a Claim for Reimbursement of Out-of-Pocket Expenses Incurred after May 31, 2024 (for **Model Year 2014-2015 Subject Vehicles**)

May 31, 2025 (PASSED)

Deadline to File a Claim for Reimbursement of Out-of-Pocket Expenses Incurred on or before May 31, 2024

May 31, 2025 (PASSED)

Deadline to File a Claim for Reimbursement of Out-of-Pocket Expenses Incurred after May 31, 2024 (for **Model Year 2012-2013 Subject Vehicles**)

September 30, 2024 (PASSED)

Deadline to Object

September 30, 2024 (PASSED)

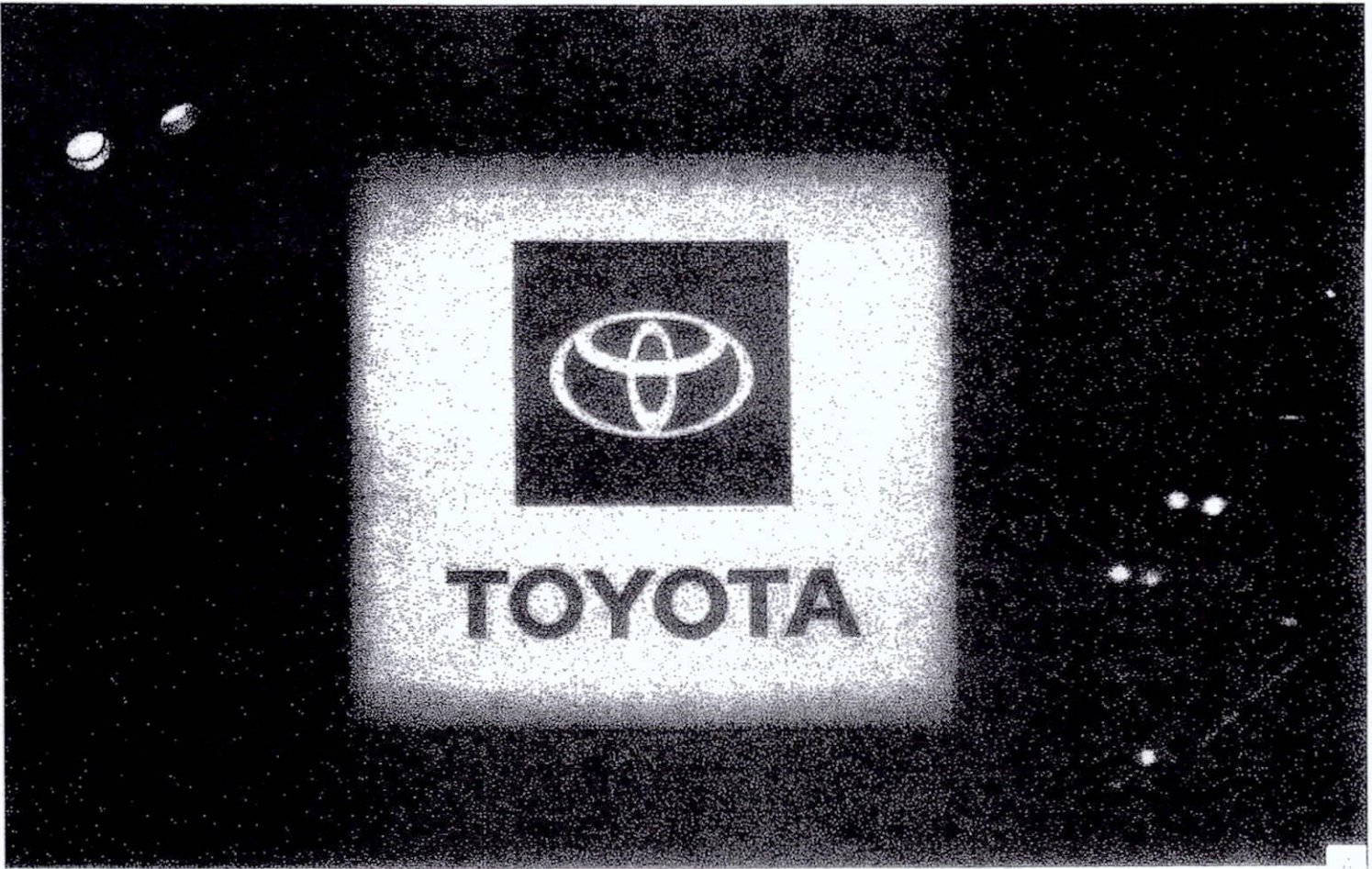
Deadline to Exclude Yourself from the Settlement

October 30, 2024, at 10:00 a.m. PDT (PASSED)

Toyota to pay \$60 mln for lending abuses, tarnishing credit reports, US regulator says

By Jonathan Stempel

November 20, 2023 3:50 PM EST · Updated November 20, 2023



A Toyota logo is seen during the New York International Auto Show, in Manhattan, New York City, U.S., April 5, 2023. REUTERS/David 'Dee' Delgado/File Photo [Purchase Licensing Rights](#)

Companies

 Toyota Motor Corp

Follow

Nov 20 (Reuters) - Toyota (7203.T) will pay \$60 million to settle a U.S. regulator's charges it illegally prevented car buyers from canceling unwanted product bundles that increased their monthly loan payments, and tarnished buyers' credit reports.

The Consumer Financial Protection Bureau (CFPB) on Monday said Toyota Motor Credit, the automaker's U.S.-based lending arm, will pay a \$12 million civil fine and \$48 million to car buyers harmed since 2016.

Stay up to date with the latest news, trends and innovations that are driving the global automotive industry with the Reuters Auto File newsletter. Sign up [here](#).

Toyota Motor Credit, based in Plano, Texas, provides financing for people who buy vehicles at Toyota dealerships, with [nearly 5 million customer accounts](#) as of Oct. 2022.

Monday's settlement concerned "add-on" products, typically costing \$700 to \$2,500 per loan, that provide protection when vehicles are damaged, stolen or out of warranty, and when car buyers die or become disabled.

According to the CFPB, thousands of borrowers complained to Toyota Motor Credit that dealers lied about whether these products were mandatory, or rushed the paperwork so they would not realize how much they were paying.

The regulator said Toyota Motor Credit made it "extremely cumbersome" to cancel the bundles, including by routing more than 118,000 borrowers to a hotline where agents were instructed to dissuade cancellations, and often failed to provide refunds.

Toyota Motor Credit was also accused of falsely telling credit reporting agencies that borrowers had missed payments, and failing to promptly correct negative information for more than 27,500 borrowers.

Under a consent order, and without admitting or denying liability, Toyota Motor Credit agreed to make it easy to cancel unwanted product bundles.

It also agreed to more closely monitor dealers' conduct, and ensure that employee pay and performance metrics are not tied to sales of the bundles.

Toyota did not immediately respond to requests for comment.

Reporting by Jonathan Stempel in New York; Editing by Chizu Nomiyama and Bill Berkrot

Our Standards: [The Thomson Reuters Trust Principles](#).

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July 11, 2025

HOME > CLASS ACTION SETTLEMENTS > IN RE: ZF-TRW AIRBAG CONTROL UNITS PRODUCTS LIABILITY LITIGATION

Toyota Airbag Control Unit Settlement: Payout & Dates

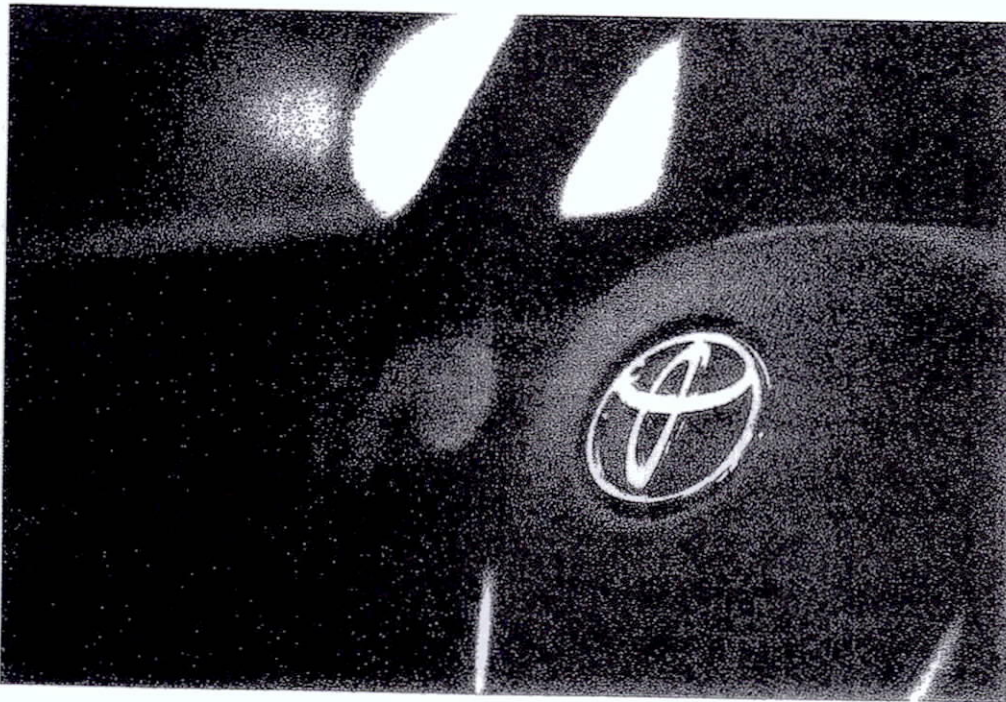


Jerome Andries, Esq.

Reporter and Licensed Attorney

Published November 2, 2023 3:07 PM

Updated July 11, 2025



Toyota

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If you own, lease, or previously owned or leased a Toyota vehicle affected by the [airbag control unit issue](#), you may be eligible to claim compensation from a [class action settlement](#).

Toyota has agreed to pay \$78.5 million to settle a [class action lawsuit](#) for alleged defects in certain [vehicles](#)' airbag control units, which may cause safety features to fail during a collision.

Who are the class members?

To be included in the settlement, you must own, lease, or have previously owned or leased one of the following vehicles as of July 31, 2023:

- 2011–2019 Toyota Corolla
- 2011–2013 Toyota Corolla Matrix

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Settlement Summary

STATUS

[Open for Claims](#)

CATEGORY

Automotive



- 2012–2018 Toyota Avalon
- 2013–2018 Toyota Avalon HV
- 2012–2019 Toyota Tacoma
- 2012–2017 Toyota Tundra
- 2012–2017 Toyota Sequoia

Class members are those who have purchased or leased these vehicles in the United States, including its territories. If you are unsure whether your vehicle is included, you can use the [VIN lookup tool](#) available on the official settlement website.

How much can class members get?

Class members can claim reimbursement for reasonable out-of-pocket expenses related to the recall, such as rental car costs, towing charges, childcare expenses, and lost wages. Additionally, there is a potential residual distribution payment of up to \$250 for each class member, depending on the remaining funds after all claims are paid.

Nearby car dealerships

- **Out-of-Pocket Expenses:** Reimbursement for rental cars, towing, childcare, and lost wages.
- **Residual Distribution:** Up to \$250 per class member if funds remain after initial claims.

What proof is required to submit a claim?

Claimants need to provide proof of their out-of-pocket expenses. This includes receipts, invoices, or a signed affidavit if no documentation is available.

How to claim an award

To claim an award, you must submit a claim form. You can [file a claim online](#) or download the [PDF claim form](#) and mail it to the settlement administrator.

Toyota Airbag Control Unit Settlement
 c/o Kroll Settlement Administration, LLC
 PO Box 225391
 New York, NY 10150-5391

Ensure your claim form is postmarked by the deadline, which is yet to be determined but will be no earlier than December 16, 2026.

Claim instructions

1. Gather documentation of your expenses.
2. Complete the claim form with your personal and vehicle information.
3. Submit the form online or by mail.

Payment methods

- Printed check
 - Electronic methods like Venmo, PayPal, or bank wire
- Nearby car dealerships

\$78,500,000 Settlement fund breakdown

SETTLEMENT AMOUNT
\$78,500,000

ESTIMATED PAYOUT PER PERSON
Reimbursements & cash up to \$250

IS PROOF REQUIRED?
Proof Required

DAYS REMAINING TO FILE CLAIM

522

CLAIM DEADLINE
December 16, 2026

FAIRNESS HEARING
November 16, 2023

FINAL APPROVAL HEARING
November 16, 2023

CASE NUMBER
2:19-mj-02905

CASE TITLE
In Re: ZF-TRW Airbag Control Units Products
Liability Litigation

COURT
California Central District Court

JURISDICTION
U.S. District Court

SETTLEMENT WEBSITE
<https://www.airbagcontrolunitsettlement.com/>

SETTLEMENT ADMINISTRATOR
Kroll
Toyota Airbag Control Unit Settlement Notice Adm
c/o Kroll Settlement Administration, LLC
PO Box 225391
New York, NY 10150-5391

1-833-747-5737
info@airbagcontrolunitsettlement.com

CLASS COUNSEL
[Lieff Cabraser Heimann & Bernstein LLP](#)
[Baron & Budd P.C.](#)

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The settlement fund of \$78.5 million will cover reimbursements for out-of-pocket expenses, residual distribution payments, and administrative costs.

- Class Counsel fees: Up to \$25,905,000
- Service awards for class representatives: Up to \$2,500 each
- Remaining funds distributed to class members

Important dates

- **Deadline to File a Claim:** No earlier than December 16, 2026.

When is the Toyota Airbag Control Unit Settlement payout date?

Payments will be issued on a rolling basis.

Why was there a class action settlement?

The lawsuit alleged that Toyota's airbag control units were defective, potentially causing safety features to fail during a collision. Toyota agreed to settle to avoid further litigation costs and risks.

Settlement Open for Claims

Award: Reimbursements & cash up to \$250

Deadline: December 16, 2026

SUBMIT CLAIM

Text Request

Text Request: Business Tool for Managing the Customer Engagement

Trending Settlements



FALSE ADVERTISING
Robitussin Non-Drowsy
\$4.5M Class Action
Settlement



ANTITRUST
Blue Cross Blue Shield
\$2.67B Antitrust Settlement



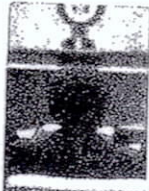
PRIVACY
\$6 Million Group Health Plan
Pixel Settlement



DATA BREACH
Upstream Rehabilitation
\$4.3M Data Breach
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SETTLEMENT ADMINISTRATION

Remy McCarthy, et al., v. Toyota Motor Corp., et al.

U.S. District Court for the Central District of California

Case No. 8:18-cv-00201-JLS-KES

Call: 1-833-942-3997

Redistribution Checks will be sent on a rolling basis to the following eligible Class Members beginning in late 2024: (1) all Class Members previously notified that they are eligible for a Redistribution Check; (2) all eligible Class members who timely registered to receive a Redistribution Check; and (3) all Class Members who previously received and cashed a Reimbursement Check. If you have any questions about whether you are eligible for a Redistribution Check, please contact the Settlement Administrator by using this form <https://secureforms.krollsettlementadministration.com/Forms/512/Contact/65548945-6ddd-4f38-bf0f-311b7d361e40>, or by calling 1-833-942-3997.

If you are entitled to receive a Redistribution Check, please make sure we have your current address as soon as possible so we can mail it to you before Redistribution.

If you are provided with a document from a Toyota Dealer bearing the following information, please contact the Settlement Administrator by using this form <https://secureforms.krollsettlementadministration.com/Forms/512/Contact/65548945-6ddd-4f38-bf0f-311b7d361e40>, or by calling 1-833-942-3997. The date listed on the document can be found on the back of the document. If you are provided with a document from a Toyota Dealer bearing the following information, please contact the Settlement Administrator by using this form <https://secureforms.krollsettlementadministration.com/Forms/512/Contact/65548945-6ddd-4f38-bf0f-311b7d361e40>, or by calling 1-833-942-3997. The date listed on the document can be found on the back of the document.

Please remember: If you received a postcard in the mail about the Settlement in 2021, please keep that postcard in your glove box (and provide it to any subsequent owner of your vehicle), because it contains important information about those Settlement benefits that transfer with your vehicle.

You are part of this settlement if you are a person, entity or organization (a) who, as of May 19, 2022, owns or leases one or more 2010-2015 Prius and 2012-2017 Prius V vehicles, which were the subject of Safety Recalls E0E, F0R, J0V, and/or 20TA10 (referred to as the "Subject Vehicles"), or (b) who, at any time before May 19, 2022, owned or leased a Subject Vehicle. This is called the "Class." The Class has been certified for settlement purposes only.

SUMMARY of YOUR RIGHTS

YOU MAY:

LAST DAY TO FILE A REGISTRATION AND REIMBURSEMENT CLAIM FORM TO SEEK REIMBURSEMENT OF CERTAIN OUT-OF-POCKET EXPENSES

You may submit a Registration and Reimbursement Claim Form for the following Out-Of-Pocket costs on a Subject Vehicle that were incurred prior to the Final Effective Date and that were not otherwise reimbursed by Toyota: (a) the cost to repair or replace an IPM or Inverter, (b) rental car expenses incurred in connection with the repair or replacement of an IPM or Inverter and/or (c) towing expenses incurred in connection with the repair or replacement of an IPM or Inverter. Filing a claim is the only way that you can get reimbursed for these Out-Of-Pocket Costs.

DATE/CLAIM PERIOD

The date has now passed.

LAST DAY TO FILE A REGISTRATION AND REIMBURSEMENT CLAIM FORM FOR POTENTIAL PAYMENT OF A REDISTRIBUTION CHECK

If you are a Class Member who had the Inverter and/or IPM in your Subject Vehicle replaced (at your own expense or under warranty) prior to the Final Effective Date, you may be eligible for a Redistribution Check for up to \$250, which will be available only if sufficient funds remain in the Settlement Fund once all valid Out-of-Pocket Claims have been paid out of that Settlement Fund, unless it is administratively unfeasible. If Toyota possesses information sufficient to determine that your Subject Vehicle has had its IPM or Inverter replaced and how to contact you, you will be notified by First-Class mail that a Redistribution Check will be sent to you without the need for you to file a Registration and Reimbursement claim form (but, again, only if money remains in the Settlement Fund after all claims for reimbursement of Out-of-Pocket expenses have been paid, unless it is administratively unfeasible).

The date has now passed.

Unless you have received notice that you are automatically registered for this benefit, you must submit a timely Registration and Reimbursement Claim Form to be eligible for Redistribution Funds (if available and administratively feasible).

COMMENCEMENT OF OTHER SETTLEMENT BENEFITS

Upon the Final Effective Date, Toyota will implement the Customer Confidence Program. If you have not opted out of the Settlement, your Subject Vehicle will be covered by the Customer Confidence Program, which enhances existing warranties by providing certain cost-free repairs or replacements of the IPM and/or Inverter for twenty (20) years from the date of First Use of the Subject Vehicle pursuant to certain terms, and also includes a Loaner/Towing Program, whereby, under certain conditions and without cost to Class Members Toyota shall provide (i) a complimentary Loaner Vehicle as set forth in the Settlement Agreement and/or (ii) either towing or reimbursement for towing expenses to the Toyota Dealer as set forth in the Settlement Agreement, in order for the Subject Vehicle to undergo an Inverter and/or IPM repair and/or replacement pursuant to certain terms.

March 7, 2023

write to the settlement

New York, NY 10150-5324

All correspondence, including but not limited to paper claim forms, must be directed to this address. Please **Do Not Contact the Court.**

Important Dates

Final Effective Date
Monday, March 6, 2023

The latest date on which the Final Order and/or Final Judgment approving this Settlement Agreement becomes final.

Customer Confidence and Loaner/Towing
Tuesday, March 7, 2023

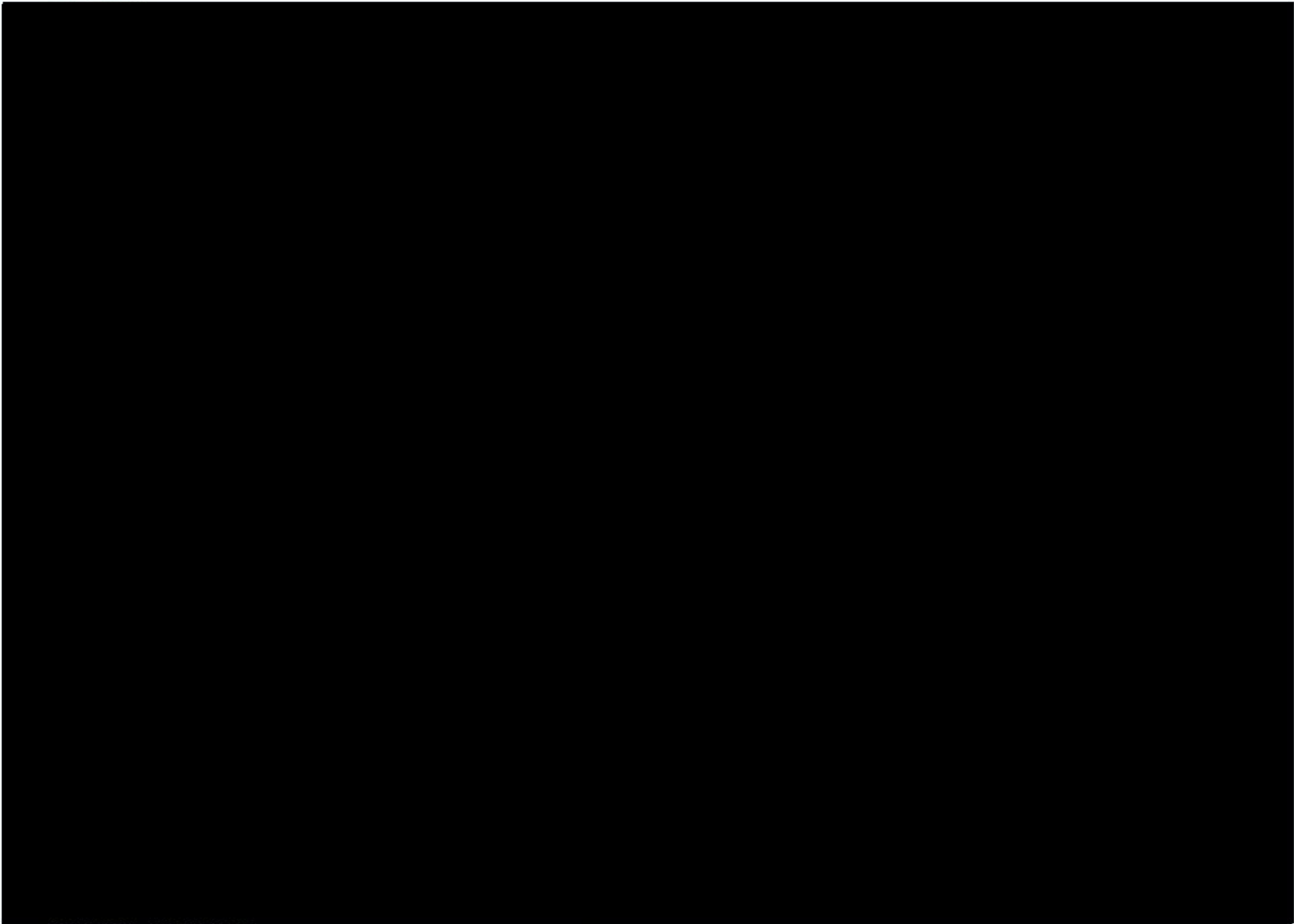
Commencement of the Customer Confidence and Loaner/Towing programs.



Deadline to submit a Registration and Reimbursement Claim Form
Tuesday, June 6, 2023

This date has now passed.

Documents

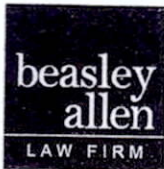


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\$287 Million Toyota Fuel Pump Recall Settlement Approved*

December 27, 2022

Beasley Allen secured a \$287 million settlement in the Toyota fuel pump class action case, representing 6.5 million class members.

"This settlement provides full relief to millions of consumers who unknowingly purchased vehicles with a defective fuel pump made by Denso and installed in Toyota vehicles," said Beasley Allen attorney Dee Miles. "This settlement mandates that those fuel pumps be replaced by Denso and Toyota at no cost to the consumer and with a 15-year / 150,000-mile warranty on the replaced fuel pump. It is a complete fix for consumers with the fuel pump problem."

In February 2020, the firm filed a lawsuit on behalf of Sharon Cheng as the plaintiff. The suit claimed that Toyota knowingly marketed and sold vehicles with faulty fuel pumps and neglected to recall all affected Toyota and Lexus models and model years.

In response, Toyota recalled some of its vehicles due to defective fuel pumps made by Denso. The recall later expanded to include 3.4 million Toyota and Lexus vehicles.

In April 2020, faulty fuel pump maker Denso was added to the lawsuit by the plaintiffs. The class lawyers requested that more vehicles at risk of faulty fuel pumps be added to the settlement, resulting in almost 5 million vehicles being covered. Preliminary approval was granted in September, which allowed the implementation of the customer support program before final approval.

Settlement terms include:

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initial sale date.

- The benefit stays with the vehicle for 15 years, even if sold or leased to someone else.
- Toyota agreed to offer an extended parts warranty for the fuel pump kit recall. It lasts for 15 years or 150,000 miles, whichever comes first. This applies to 3.4 million recalled vehicles and 170,000 hybrid vehicles.
- Recall benefits extend to subsequent buyers/lessees with an extended warranty.
- Owners and lessees of affected vehicles get free towing and loaner cars during fuel pump repairs. Toyota agreed to make good faith efforts to provide loaner vehicles like the ones being repaired.
- There is an out-of-pocket expense reimbursement program, a reconsideration procedure in connection with the customer support program, and an extended new parts warranty.
- A special master will oversee the settlement agreement to handle any issues.

No objectors appeared during the final approval hearing at a Brooklyn, New York, federal courthouse, and Magistrate Judge James R. Cho of the Eastern District of New York overruled four written objections.

Class members were represented by Beasley Allen Consumer Fraud & Commercial Litigation Section Head Dee Miles, Demet Basar (serving as co-lead counsel with Miles), Clay Barnett, Mitch Williams and Dylan Martin.

Additional settlement details are available at toyotafuelpumpssettlement.com. The case is *Sharon Cheng et al. v. Toyota Motor Corporation et al.*, case number 1:20-cv-00629-WFK-JRC.

**This result was obtained in a non-Alabama case. Beasley Allen does not represent that the same or similar result would be obtained in other cases.*

Related Lawyers



Dee Miles

Consumer Fraud Section Head

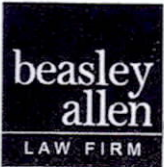
Montgomery, AL

Clay Barnett

Principal

Atlanta, GA

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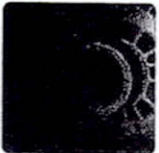


Montgomery, AL

Related Articles



The Road to Justice: \$150 Million GM Engine Defect Settlement Approved
October 10, 2025



Defect Deal: \$175 Million GM Settlement Gets Preliminary Approval
June 3, 2025



Battling to Protect Consumers from Unlawful Betting Practices in Alabama
May 13, 2025

Class Actions

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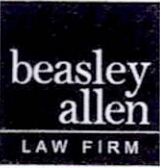
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SETTLEMENT ADMINISTRATION

Sharon Cheng, et al. v. Toyota Motor Corporation, et al.

U.S. District Court for the Eastern District of New York

Case No: 1:20-cv-00629-WFK-JRC

The deadline to file claims has passed.

On December 20, 2022, the Court issued its Final Order approving the class action settlement. On December 21, 2022, the Court issued its Final Judgment. No appeals were filed. The Settlement is now final.

If You Own or Lease or Previously Owned, Purchased, or Leased Certain Toyota or Lexus Vehicles, You Could Get Benefits from a Class Action Settlement.

Para ver este aviso en español, visite [este enlace \(https://www.toyotafuelpumpssettlement.com/home/1551/DocumentHandler?docPath=/Documents/Am_Exhibit_5_Fuel_Pumps_Long_Form_Notice_Draft_Sept_2022_With_Court_s_requested_edits_v2_003_BA_9_15_Edits\)](https://www.toyotafuelpumpssettlement.com/home/1551/DocumentHandler?docPath=/Documents/Am_Exhibit_5_Fuel_Pumps_Long_Form_Notice_Draft_Sept_2022_With_Court_s_requested_edits_v2_003_BA_9_15_Edits)

- There is a Settlement that has been finally approved by the Court in a class action lawsuit against Toyota Motor Corporation ("TMC"), Toyota Motor North America, Inc. ("TMNA") (collectively, "Toyota") and Denso International America, Inc., (collectively "Defendants") concerning certain Toyota and Lexus vehicles equipped with Denso fuel pumps. If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed), purchase(d) or lease(d) certain Toyota or Lexus vehicles ("Covered Vehicles") which are equipped with fuel pumps manufactured by Denso. **This Settlement website contains a VIN lookup (/DynamicForms2/1551/Form/265f33bd-9203-4448-842c-d376c99a9024) tool to determine if your vehicle is part of the Class.**
- The Settlement offers several benefits, depending on the vehicle, including a Customer Support Program providing prospective coverage of 15 years, measured from the date of original sale, for any repairs to correct defects in the fuel pumps or an Extended New Parts Warranty of 15 years, measured from July 15, 2021, or 150,000 total odometer miles, whichever comes first. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing fuel pump repairs, a reconsideration procedure; and settlement oversight by a Settlement Special Master. These are described in more detail below, in the **Settlement Agreement (/home/1551/DocumentHandler?docPath=/Documents/1_Settlement_Agreement.pdf)**, and the **Notice (/home/1551/DocumentHandler?docPath=/Documents/Am_Exhibit_5_Fuel_Pumps_Long_Form_Notice_Draft_Sept_2022_With_Court_s_requested_edits_v2_003_BA_9_15_)**

Please read this website carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check this website, because it will be updated with additional information from time to time.

YOUR RIGHTS AND CHOICES

YOU MAY:	DATE



<p>SEEK COVERAGE UNDER THE CUSTOMER SUPPORT PROGRAM FOR THE ORIGINAL EQUIPMENT LOW PRESSURE FUEL PUMP FOR ADDITIONAL VEHICLES</p>	<p>You may have your Additional Vehicles (see Appendix A for list of Additional Vehicles) inspected and, if necessary, repaired by an authorized Toyota Dealer at no cost to you.</p>	<p>You do not need to do anything to seek coverage for your Additional Vehicle under the Customer Support Program. If you do not exclude yourself from the settlement, and the settlement is finally approved, you will automatically be able to participate in the Customer Support Program. [1]</p> <p>The duration of prospective coverage for the fuel pump unit will begin 30 days following the date of the Final Judgment and run for 15 years measured from the Date of First Use, which is the date the vehicle was originally sold or leased by a Toyota Dealer.</p>
<p>BENEFIT FROM THE EXTENDED NEW PARTS WARRANTY</p>	<p>Toyota shall extend the new parts warranty coverage for the fuel pump kit replaced ("replacement fuel pump kit") on the Subject Vehicles (see Appendix B for list of Subject Vehicles), pursuant to the Recall, and the SSC Vehicles (see Appendix C for list of SSC Vehicles), pursuant to the SSC.</p>	<p>You do not need to do anything to seek coverage under the Extended New Parts Warranty. If you do not exclude yourself from the settlement, and the settlement is finally approved, the new parts warranty coverage will be extended for 15 years, measured from July 15, 2021, and up to 150,000 total odometer miles, whichever comes first.</p>
<p>SEEK COVERAGE UNDER THE LOANER/TOWING PROGRAM</p>	<p>If you own or lease an Additional Vehicle that is having its fuel pumps replaced pursuant to the Customer Support Program, or Subject Vehicle or SSC Vehicle that is having its fuel pump replaced pursuant to the Extended New Parts Warranty, upon your request you shall be provided, without cost, the same loaner or rental vehicles and/or towing options provided to the Subject Vehicles under the Recall(s). If you have a demonstrated need for a loaner or rental vehicle similar to your Covered Vehicle, Toyota, through its dealers, will use good faith efforts to satisfy the request.</p>	<p>The duration of the Loaner/Towing Program will last during the duration of the Customer Support Program and/or the Extended New Parts Warranty.</p>
<p>DO NOTHING</p>	<p>You will be included in the Class but may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Defendants about the issues in the lawsuit.</p>	

1 Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

2 Vehicles where the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

This website is authorized by the Court, supervised by counsel and controlled by Kroll Settlement Administration, the Settlement Administrator approved by the Court. This is the only authorized website for this case.

Call
1-833-512-2318
Mail
Cheng v. Toyota Motors
c/o Kroll Settlement Administration
Po Box 5324
New York, NY 10150-5324

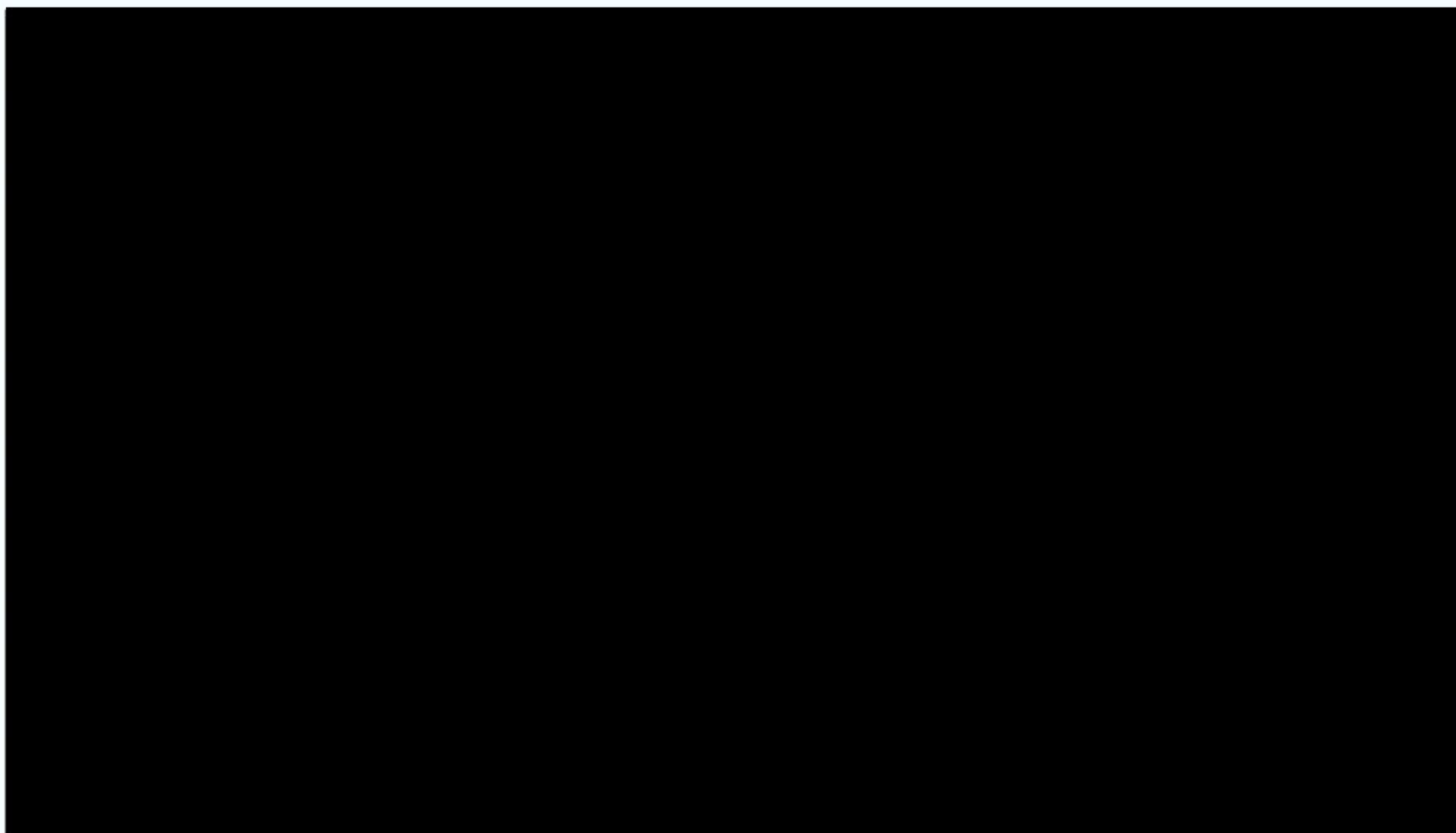
Important Dates

Final Approval Hearing Date.
Wednesday, December 14, 2022

The Final Approval Hearing occurred on Wednesday, December 14, 2022.



Important Documents



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PRESS RELEASE

Acting Manhattan U.S. Attorney Announces \$180 Million Settlement Of Suit Against Toyota Motor Corporation For Decade-Long Noncompliance With Clean Air Act Reporting Requirements

Thursday, January 14, 2021

For Immediate Release

U.S. Attorney's Office, Southern District
of New York

**Toyota Admits Conduct and Accepts Responsibility in Consent Decree;
Agrees to Injunctive Relief and \$180 Million Penalty**

Audrey Strauss, the Acting United States Attorney for the Southern District of New York, Jeffrey Bossert Clark, the Assistant Attorney General for the Environment and Natural Resources Division ("ENRD") of the U.S. Department of Justice, and Susan Bodine, Assistant Administrator for Enforcement and Compliance Assurance of the U.S. Environmental Protection Agency ("EPA"), announced today that the United States has filed and simultaneously settled a civil lawsuit against TOYOTA MOTOR CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA MOTOR SALES, U.S.A., INC., and TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC. ("TOYOTA") for systematic, longstanding violations of Clean Air Act

emission-related defect reporting requirements, which require manufacturers to report potential defects and recalls affecting vehicle components designed to control emissions.

Along with the civil complaint, the United States has filed a consent decree, agreed to by TOYOTA, that resolves the government's complaint through TOYOTA's payment of a \$180 million civil penalty and the imposition of injunctive relief. The \$180 million penalty is the largest civil penalty for violation of EPA's emission-reporting requirements. The injunctive provisions require TOYOTA to follow compliance and reporting practices designed to ensure timely investigation of emission-related defects and timely reporting to EPA, and include training, communication, and oversight requirements. The consent decree remains subject to a period of public comment and Court approval.

Acting U.S. Attorney Audrey Strauss said: "For a decade, Toyota systematically violated regulations that provide EPA with a critical compliance tool to ensure that vehicles on the road comply with federal emissions standards. Toyota shut its eyes to the noncompliance, failing to provide proper training, attention, and oversight to its Clean Air Act reporting obligations. Toyota's actions undermined EPA's self-disclosure system and likely led to delayed or avoided emission-related recalls, resulting in financial benefit to Toyota and excess emissions of air pollutants. Today, Toyota pays the price for its misconduct with a \$180 million civil penalty and agreement to injunctive relief to ensure that its violations will not be repeated."

Assistant Attorney General Jeffrey Bossert Clark said: "This settlement is yet another important milestone settlement for this Administration, and it continues our unwavering commitment to ensuring that our environmental laws as written, including EPA's regulations, are rigorously enforced.

EPA Assistant Administrator Susan Bodine stated: "For a decade Toyota failed to report mandatory information about potential defects in their cars to the EPA, keeping the agency in the dark and evading oversight. EPA considers this failure to be a serious violation of the Clean Air Act."

The complaint filed in Manhattan federal court today alleges that from approximately 2005 until at least late 2015, TOYOTA systematically violated Clean Air Act automobile defect reporting requirements designed to protect public health and the environment from harmful air pollutants.

Clean Air Act regulations require manufacturers to notify EPA by filing an Emissions Defect Information Report ("EDIR") when 25 or more vehicles or engines in a given model year have the same defect in an emission control part or an element of design installed in order to comply with emission standards and other EPA regulations. The regulations also require vehicle manufacturers to file a Voluntary Emissions Recall Report ("VERR") with EPA when they perform a recall to correct defects in emission-related parts, and to update EPA on the progress

of such recalls through Quarterly Reports. These mandatory reporting requirements are critical to the Clean Air Act's purpose of protecting human health and the environment from harmful air pollutants: They encourage manufacturers to investigate and voluntarily address defects that may result in excess emissions of harmful air pollutants, and provide EPA with important information about emission-related defects for use in its oversight of manufacturers.

For 10 years, TOYOTA routinely failed to comply with these reporting requirements. During that time, TOYOTA materially delayed filing an estimated 78 EDIRs, filing many only when disclosing non-compliance to EPA in 2015, at which point some were as much as eight years late. These EDIRs related to millions of vehicles with the potential to exhibit emission-related defects. TOYOTA also failed to file 20 VERRs and more than 200 Quarterly Reports.

During the period of noncompliance, TOYOTA managers and staff in Japan knew that TOYOTA was no longer even attempting to determine whether it was aware of 25 instances of the same emission-related defect in a model year – the threshold requirement for filing an EDIR. Rather than follow this legally required standard, TOYOTA unilaterally decided to file EDIRs principally when TOYOTA was required to file distinct reports with California regulators under a less strict standard – a standard that EPA had rejected as too lenient when TOYOTA had previously proposed to rely on it for federal reporting. TOYOTA managers and staff in Japan repeatedly identified the discrepancy between TOYOTA's procedures and the plain language of the federal requirements, but failed to bring TOYOTA into compliance.

As a result of its conduct, TOYOTA deprived EPA of timely information regarding emission-related defects and recalls, and avoided the early focus on emission defects contemplated by the regulations. TOYOTA's conduct likely resulted in delayed or avoided recalls, with TOYOTA obtaining a significant economic benefit, pushing costs onto consumers, and lengthening the time that unrepaired vehicles with emission-related defects remained on the road.

* * *

In the consent decree lodged with the federal court today, TOYOTA admits, acknowledges, and accepts responsibility for the following:

- Between approximately 2005 and late 2015, TOYOTA routinely filed emission defect reports to EPA materially late and, in many cases, failed to file such reports at all until a self-disclosure of non-compliance in late 2015.

Representations to EPA

- In March and May 2002, at EPA's request, TOYOTA and EPA representatives met to discuss TOYOTA's internal process for identifying whether 25 instances of a specific emission-related defect exist in vehicles or engines of the same model year, requiring an EDIR filing.
- At a first meeting in March 2002, TOYOTA described its EDIR process in which TOYOTA would investigate whether it had 25 defects only upon receiving 25 "product reports" from

its dealers, but would supplement that review by filing an EDIR upon receiving warranty claims for an emission-related part in 4% of TOYOTA's California fleet (a threshold requiring a separate filing to state authorities under California law).

- At the meeting, EPA rejected this EDIR process as not timely considering warranty claims, despite the incorporation of the 4% California trigger.
- At a May 2002 meeting with EPA, Toyota presented its revised process. Under that process, Toyota would commence an investigation to determine whether an EDIR filing was required when it had received warranty claims for an emission-related part for 1% of relevant vehicles nationwide; when it received 500 such warranty claims regardless of the percentage; or when it received 25 similar early warning reports.
- TOYOTA noted internally that EPA seemed pleased with this approach, which EPA had described as "more stringent than California."
- In 2003, 2004, and 2005, as part of an annual review, TOYOTA submitted its May 2002 process in writing to EPA as an overview of its EDIR reporting program.

TOYOTA's Conduct from Approximately 2005 to 2015

- Without notifying EPA, in approximately 2005, TOYOTA stopped following the May 2002 EDIR process.
- In approximately 2005, TOYOTA began filing EDIRs primarily when filing the California reports triggered by the 4% threshold. TOYOTA also filed EDIRs in a small number of instances when it was otherwise filing VERRs with EPA.
- From approximately 2005 to 2015, TOYOTA stopped making any independent determination of whether 25 defects existed requiring an EDIR filing.
- Multiple times during this period, TOYOTA staff charged with preparing EDIRs identified that the plain language of the EDIR regulations called for filing an EDIR upon the identification of 25 defects, but that TOYOTA was not doing so. These staff did not cause TOYOTA to change its practice.
- As a result of this conduct, TOYOTA filed at least 69 EDIRs materially late. Thirty-nine of these were filed materially late in the ordinary course of TOYOTA's business. In late 2015, TOYOTA self-disclosed another 30 that had not been filed at all. Some EDIRs were ultimately filed as many as eight years after they were due.
- Beyond EDIRs, TOYOTA also failed during this period to file 20 VERRs required for emission-related recall campaigns that it conducted and failed to file more than 200 Quarterly Reports related to such campaigns.
- Between 2005 and 2015, TOYOTA failed to provide its employees with adequate training, resources, or oversight to ensure that TOYOTA complied with its reporting obligations to EPA.
- As a result of TOYOTA's conduct, EPA did not timely receive mandated information regarding emission-related defects and recalls.

Notice of the proposed consent decree will be published in the Federal Register and the public will have the opportunity to submit comments on the consent decree for a period of at least 30 days before it is submitted for the Court's approval.

Acting U.S. Attorney Strauss thanked the attorneys in EPA's Air Enforcement Division, the program staff at EPA's Office of Transportation and Air Quality, and the agents at EPA's Criminal Investigative Division for their critical work on this case. Acting U.S. Attorney Strauss also thanked the ENRD attorneys who assisted in the matter.

This case is being handled by the Environmental Protection Unit of the Office's Civil Division. Assistant U.S. Attorneys Robert William Yalen, Dominika Tarczynska, and Jennifer Jude are in charge of the case.

Contact

James Margolin, Nicholas Biase
(212) 637-2600

Updated January 14, 2021

Topic

ENVIRONMENT

Component

USAO - New York, Southern

Press Release Number: 21-007

Related Content

PRESS RELEASE



PRESS RELEASE

Justice Department Announces Criminal Charge Against Toyota Motor Corporation and Deferred Prosecution Agreement with \$1.2 Billion Financial Penalty

Wednesday, March 19, 2014

For Immediate Release

Office of Public Affairs

Toyota Motor Corporation Admits to Misleading Consumers and U.S. Regulator About Safety Issues Related to Unintended Acceleration in Its Cars

Independent Monitor to Be Appointed to Oversee Toyota's Public Statements and Reporting of Safety Issues

U.S. Attorney General Eric Holder, U.S. Secretary of Transportation Anthony Foxx, U.S. Attorney for the Southern District of New York Preet Bharara, Inspector General of the U.S. Department of Transportation (DOT) Calvin L. Scovel III, National Highway Traffic Safety Administration (NHTSA) Acting Administrator David Friedman and Federal Bureau of Investigation (FBI) Deputy Assistant Director Joe Campbell announced a criminal wire fraud charge against Toyota Motor Corporation ("TOYOTA" or "the company"), an automotive company headquartered in Toyota

City, Japan, that designs, manufactures, assembles, and sells Toyota and Lexus brand vehicles. The charge is that TOYOTA defrauded consumers in the fall of 2009 and early 2010 by issuing misleading statements about safety issues in Toyota and Lexus vehicles.

Also today, the Department of Justice announced a deferred prosecution agreement with TOYOTA ("the agreement") under which the company admits that it misled U.S. consumers by concealing and making deceptive statements about two safety issues affecting its vehicles, each of which caused a type of unintended acceleration. The admissions are contained in a detailed statement of facts attached to the agreement. The agreement, which is subject to judicial review, requires TOYOTA to pay a \$1.2 billion financial penalty – the largest penalty of its kind ever imposed on an automotive company, and imposes on TOYOTA an independent monitor to review and assess policies, practices and procedures relating to TOYOTA's safety-related public statements and reporting obligations. TOYOTA agrees to pay the penalty under a Final Order of Forfeiture in a parallel civil action also filed today in the Southern District of New York.

The criminal charge is contained in an Information ("the information") alleging one count of wire fraud. If TOYOTA abides by all of the terms of the agreement, the Government will defer prosecution on the information for three years and then seek to dismiss the charge.

"Rather than promptly disclosing and correcting safety issues about which they were aware, Toyota made misleading public statements to consumers and gave inaccurate facts to Members of Congress," said Attorney General Eric Holder. "When car owners get behind the wheel, they have a right to expect that their vehicle is safe. If any part of the automobile turns out to have safety issues, the car company has a duty to be upfront about them, to fix them quickly, and to immediately tell the truth about the problem and its scope. Toyota violated that basic compact. Other car companies should not repeat Toyota's mistake: a recall may damage a company's reputation, but deceiving your customers makes that damage far more lasting."

"Safety is our top priority," said Transportation Secretary Anthony Foxx. "Throughout this recall process, NHTSA investigators worked tirelessly to make sure that Toyota recalled vehicles with defects causing unintended acceleration, and to determine when they learned of it, and as we learned today, they succeeded in this effort in spite of extraordinary challenges. Today's penalties follow NHTSA's own record civil penalties of more than \$66 million – together, they

send a powerful message to all manufacturers to follow our recall requirements or they will face serious consequences.”

“Toyota stands charged with a criminal offense because it cared more about savings than safety and more about its own brand and bottom line than the truth,” said U.S. Attorney Preet Bharara for the Southern District of New York. “In its zeal to stanch bad publicity in 2009 and 2010, Toyota misled regulators, misled customers, and even misstated the facts to Congress. The tens of millions of drivers in America have an absolute right to expect that the companies manufacturing their cars are not lying about serious safety issues; are not slow-walking safety fixes; and are not playing games with their lives. Companies that make inherently dangerous products must be maximally transparent, not two-faced. That is why we have undertaken this landmark enforcement action. And the entire auto industry should take notice.”

“To the families and friends of those who died or were injured as a result of these incidents, I offer my deepest sympathies for your loss and my highest admiration for the strength you demonstrate every day,” said DOT Inspector General Calvin L. Scovel III. “As is true for Secretary Foxx and DOT, safety is and will remain the highest priority of my office. The OIG is committed to working with our law enforcement and prosecutorial partners in pursuing those who commit criminal violations of the Department of Transportation’s or related laws. The efforts of this dedicated multi-agency team and the agreement reached with Toyota must serve as a clarion call to all auto manufacturers of the need to always be as vigilant and forthcoming as possible to keep the public safe.”

According to the allegations in the information, as well as other documents filed today in Manhattan federal court, including the Statement of Facts:

In the fall of 2009, TOYOTA deceived consumers and its U.S. regulator, the National Highway Traffic Safety Administration (“NHTSA”), by claiming that it had “addressed” the “root cause” of unintended acceleration in its vehicles through a limited safety recall of eight models for floor-mat entrapment, a dangerous condition in which an improperly secured or incompatible all-weather floor mat can “trap” a depressed gas pedal causing the car to accelerate to a high speed. Such public assurances deceived customers and NHTSA in two ways: First, at the time the statements were made, TOYOTA knew that it had *not* recalled some cars with design features that made them just as susceptible to floor-mat entrapment as some of the recalled cars. Second, only weeks before these statements were made, TOYOTA had taken steps to hide

from NHTSA another type of unintended acceleration in its vehicles, separate and apart from floor-mat entrapment: a problem with accelerators getting stuck at partially depressed levels, known as “sticky pedal.”

Floor-Mat Entrapment: A Fatal Problem

TOYOTA issued its misleading statements, and undertook its acts of concealment, against the backdrop of intense public concern and scrutiny over the safety of its vehicles following a widely publicized Aug. 28, 2009 accident in San Diego, Calif., that killed a family of four. A Lexus dealer had improperly installed an incompatible all-weather floor mat into the Lexus ES350 in which the family was traveling, and that mat entrapped the accelerator at full throttle. A 911 emergency call made from the out-of-control vehicle, which was speeding at over 100 miles per hour, reported, “We’re in a Lexus . . . and we’re going north on 125 and our accelerator is stuck . . . there’s no brakes . . . we’re approaching the intersection . . . Hold on . . . hold on and pray . . . pray.” The call ended with the sound of the crash that killed everyone in the vehicle.

The San Diego accident was not the first time that TOYOTA had faced a problem with floor-mat entrapment. In 2007, following a series of reports alleging unintended acceleration in Toyota and Lexus vehicles, NHTSA opened a defect investigation into the Lexus ES350 model (the vehicle involved in the 2009 San Diego accident), and identified several other Toyota and Lexus models it believed might likewise be defective. TOYOTA, while denying to NHTSA the need to recall any of its vehicles, conducted an internal investigation in 2007 which revealed that certain Toyota and Lexus models, including most of the ones that NHTSA had identified as potentially problematic, had design features rendering entrapment of the gas pedal by an all-weather floor mat more likely. TOYOTA did not share these results with NHTSA. In the end, the Company negotiated a limited recall of 55,000 mats (no vehicles) – a result that TOYOTA employees touted internally as a major victory: “had the agency . . . pushed for recall of the throttle pedal assembly (for instance), we would be looking at upwards of \$100 million + in unnecessary costs.”

Shortly after TOYOTA announced its 2007 mat recall, company engineers revised internal design guidelines to provide for, among other things, a minimum clearance of 10 millimeters between a fully depressed gas pedal and the floor. But TOYOTA decided those revised guidelines would only apply where a model was receiving a “full model redesign” – something

each Toyota and Lexus model underwent only about once every three to five years. As a result, even after the revised guidelines had been adopted internally, many new vehicles produced and sold by TOYOTA – including the Lexus ES350 involved in the 2009 San Diego accident – did not comply with TOYOTA's 2007 guidelines.

After the fatal and highly publicized San Diego accident, TOYOTA agreed to recall eight of its models, including the ES350, for floor-mat entrapment susceptibility. Thereafter, as part of an effort to defend its brand image, TOYOTA began issuing public statements assuring customers that this limited recall had “addressed the root cause of unintended acceleration” in its U.S.-sold vehicles.

As TOYOTA knew from internal testing it had completed by the time these statements were made, the eight-model recall had not in fact “addressed the root cause” of even the floor-mat entrapment problem. Models *not* recalled – and therefore still on the road – bore design features rendering them just as susceptible to floor-mat entrapment as those within the recall population. One engineer working at a TOYOTA facility in California had concluded that the Corolla, a top-selling car that had not been recalled, was among the three “worse” vehicles for floor-mat entrapment. In October 2009, TOYOTA engineers in Japan circulated a chart showing that the Corolla had the lowest rating for floor-mat entrapment under their analysis. None of these findings or this data were shared with NHTSA at the time.

The Sticky Pedal Problem

What is more misleading, at the same time it was assuring the public that the “root cause” of unintended acceleration had been “addressed” by the 2009 eight-model floor-mat entrapment recall, TOYOTA was hiding from NHTSA a second cause of unintended acceleration in its vehicles: the sticky pedal. Sticky pedal, a phenomenon affecting pedals manufactured by a U.S. company (“A-Pedal Company”) and installed in many Toyota brand vehicles in North America as well as Europe, resulted from the use of a plastic material inside the pedals that could cause the accelerator pedal to become mechanically stuck in a partially depressed position. The pedals incorporating this plastic were installed in, among other models, the Camry, the Matrix, the Corolla, and the Avalon sold in the United States.

The sticky pedal problem surfaced in Europe in 2008. There, reports reflected instances of "uncontrolled acceleration" and unintended acceleration to "maximum RPM," and customer concern that the condition was "extremely dangerous."

In early 2009, TOYOTA circulated to European Toyota distributors information about the sticky pedal problem and instructions for addressing the problem if it presented itself in a customer's vehicle. These instructions identified the issue as "Sudden RPM increase/vehicle acceleration due to accelerator pedal sticking," and stated that should a customer complain of pedal sticking, the pedal should be replaced with pedals manufactured by a company other than A-Pedal Company. Contemporaneous internal TOYOTA documents described the sticky pedal problem as a "defect" that was "[i]mportant in terms of safety because of the possibility of accidents."

TOYOTA did not then inform its U.S. regulators of the sticky pedal problem or conduct a recall. Instead, beginning in the spring of 2009, TOYOTA quietly directed A-Pedal Company to change the pedals in new productions of affected models in Europe, and to plan for the same design changes to be rolled out in the United States (where the same problematic pedals were being used) beginning in the fall of 2009. The design change was to substitute the plastic used in the affected pedal models with another material and to change the length of the friction lever in the pedal.

Meanwhile, the sticky pedal problem was manifesting itself in U.S. vehicles. On or about the same day the San Diego floor-mat entrapment accident occurred, staff at a U.S. TOYOTA subsidiary in California sent a memorandum to staff at TOYOTA in Japan identifying as "critical" an "unintended acceleration" issue separate and apart from floor-mat entrapment that had been identified in an accelerator pedal of a Toyota Matrix vehicle in Arizona. The problem identified, and then reproduced during testing of the pedal on Sept. 17, 2009, was the sticky pedal problem. Also in August, the sticky pedal problem cropped up in a U.S. Camry.

On Sept. 9, 2009, an employee of a U.S. TOYOTA subsidiary who was concerned about the sticky pedal problem in the United States and believed that TOYOTA should address the problem prepared a "Market Impact Summary" listing (in addition to the August 2009 Matrix and Camry) 39 warranty cases that he believed involved potential manifestations of the sticky pedal problem. This document, which was circulated to TOYOTA engineers and, later, to staff in

charge of recall decisions in Japan, designated the sticky pedal problem as priority level "A," the highest level.

By no later than September 2009, TOYOTA recognized internally that the sticky pedal problem posed a risk of a type of unintended acceleration – or "overrun," as Toyota sometimes called it – in many of its U.S. vehicles. A September 2009 presentation made by a manager at a U.S. TOYOTA subsidiary to TOYOTA executives gave a "current summary of O/R [overrun] types in NA [North American] market" that listed the three confirmed types as: "mat interference" (i.e., floor-mat entrapment), "material issue" (described as "pedal stuck and . . . pedal slow return/deformed") and "simultaneous pedal press" by the consumer. The presentation further listed the models affected by the "material issue" as including "Camry, Corolla, Matrix, Avalon."

Hiding Sticky Pedal from NHTSA and the Public

As noted, TOYOTA had by this time developed internal plans to implement design changes for all A-Pedal-Company-manufactured pedals in U.S. Toyota models to address, on a going-forward basis, the still-undisclosed sticky pedal problem that had already been resolved for new vehicles in Europe. On Oct. 5, 2009, TOYOTA engineers issued to A-Pedal Company the first of the design change instructions intended to prevent sticky pedal in the U.S. market. This was described internally as an "urgent" measure to be implemented on an "express" basis, as a "major" change – meaning that the part number of the subject pedal was to change, and that all inventory units with the old pedal number should be scrapped.

On Oct. 21, 2009, however, in the wake of the San Diego floor-mat entrapment accident, and in the midst of TOYOTA's discussions with NHTSA about its eight-model entrapment recall, engineers at TOYOTA and the leadership of TOYOTA's recall decision group decided to cancel the design change instruction that had already been issued and to suspend all remaining design changes planned for A-Pedal Company pedals in U.S. models. U.S. TOYOTA subsidiary employees who had been preparing for implementation of the changes were instructed, orally, to alert the manufacturing plants of the cancellation. They were also instructed not to put anything about the cancellation in writing. A-Pedal Company itself would receive no written cancellation at this time; instead, contrary to TOYOTA's own standard procedures, the cancellation was to be effected without a paper trail.

TOYOTA decided to suspend the pedal design changes in the United States, and to avoid memorializing that suspension, in order to prevent NHTSA from learning about the sticky pedal problem.

In early November 2009, TOYOTA and the leadership of a U.S. TOYOTA subsidiary became aware of three instances of sticky pedal in U.S. Corollas. Shortly thereafter, the leadership of the recall decision group within TOYOTA discussed a plan to finally disclose the sticky pedal problem to NHTSA. The recall decision group was aware at this time not only of the problems in the three Corollas in the United States but also of the problems that had surfaced in a Matrix and a Camry in August 2009 and been reproduced through testing in September 2009. The group was also familiar with the sticky pedal problem in Europe, the design changes that had been implemented there, and the cancellation and suspension of similar planned design changes in the United States. Knowing all of this, the group's leadership decided that (a) it would not disclose the September 2009 Market Impact Summary to NHTSA; (b) if any disclosure were to be made to NHTSA, it would be limited to a disclosure that there were some reports of unintended acceleration apparently unrelated to floor-mat entrapment; and (c) NHTSA should be told that TOYOTA had made no findings with respect to the sticky pedal problem reflected in the reports concerning the three U.S. Corollas, and that the investigation of the problem had just begun.

On Nov. 17, 2009, before TOYOTA had negotiated with NHTSA a final set of remedies for the eight models encompassed by the floor-mat entrapment recall, TOYOTA informed NHTSA of the three Corolla reports and several other reports of unintended acceleration in Toyota model vehicles equipped with pedals manufactured by A-Pedal Company. In TOYOTA's disclosure to NHTSA, TOYOTA did not reveal its understanding of the sticky pedal problem as a type of unintended acceleration, nor did it reveal the problem's manifestation and the subsequent design changes in Europe, the planned, cancelled, and suspended design changes in the United States, the August 2009 Camry and Matrix vehicles that had suffered sticky pedal, or the September 2009 Market Impact Summary.

TOYOTA's Misleading Statements

After the August 2009 fatal floor-mat entrapment accident in San Diego, several articles critical of TOYOTA appeared in U.S. newspapers. The articles reported instances of TOYOTA customers

allegedly experiencing unintended acceleration and the authors accused TOYOTA of, among other things, hiding defects related to unintended acceleration.

On Nov. 25, 2009, TOYOTA, through a U.S. subsidiary, announced its floor-mat entrapment resolution with NHTSA. In a press release that had been approved by TOYOTA, the U.S. subsidiary assured customers: "The safety of our owners and the public is our utmost concern and Toyota has and will continue to thoroughly investigate and take appropriate measures to address any defect trends that are identified." A spokesperson for the subsidiary stated during a press conference the same day, "We're very, very confident that we have addressed this issue."

In truth, the issue of unintended acceleration had not been "addressed" by the remedies announced. A-Pedal Company pedals which could experience stickiness were still on the road and still, in fact, being installed in newly-produced vehicles. And the best-selling Corolla, the Highlander, and the Venza – which had design features similar to models that had been included in the earlier floor-mat entrapment recall – were not being "addressed" at all.

Again, on Dec. 23, 2009, TOYOTA responded to media accusations that it was continuing to hide defects in its vehicles by authorizing a U.S. TOYOTA subsidiary to publish the following misleading statements on the subsidiary's website: "Toyota has absolutely not minimized public awareness of any defect or issue with respect to its vehicles. Any suggestion to the contrary is wrong and borders on irresponsibility. We are confident that the measures we are taking address the root cause and will reduce the risk of pedal entrapment." In fact, TOYOTA had "minimized public awareness of" both sticky pedal and floor-mat entrapment. Further, the measures TOYOTA had taken did not "address the root cause" of unintended acceleration, because TOYOTA had not yet issued a sticky pedal recall and had not yet recalled the Corolla, the Venza, or the Highlander for floor-mat entrapment.

TOYOTA's False Timeline

When, in early 2010, TOYOTA finally conducted safety recalls to address the unintended acceleration issues it had concealed throughout the fall of 2009, TOYOTA provided to the American public, NHTSA and the United States Congress an inaccurate timeline of events that made it appear as if TOYOTA had learned of the sticky pedal in the United States in "October

2009," and then acted promptly to remedy the problem within 90 days of discovering it. In fact, TOYOTA had begun its investigation of sticky pedal in the United States no later than August 2009, had already reproduced the problem in a U.S. pedal by no later than September 2009, and had taken active steps in the months following that testing to hide the problem from NHTSA and the public.

* * *

This case is being handled by the Office's Securities and Commodities Fraud Task Force. Assistant U.S. Attorney Bonnie Jonas, Deputy Chief of the Criminal Division and Assistant U.S. Attorney Sarah E. McCallum are in charge of the prosecution, and Assistant U.S. Attorney Sharon Cohen Levin, Chief of the Money Laundering and Asset Forfeiture Unit is responsible for the forfeiture aspects of the case.

Related Materials:

[Deferred Prosecution Agreement](#)

[Toyota Information](#)

[Toyota Statement of Facts](#)

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