

6 Woodward Heights, Suite B
Pleasant Ridge, MI 48069
(248) 797-6938
joe@papelianlaw.com

Papelian Law Office PLLC

January 22, 2026

Tetsuo Ogawa (via email:
tetsuo_ogawa@toyota.com)
President and Chief Executive Officer
Toyota Motor North America, Inc.
6565 Headquarters Dr.
Plano, TX 75024

Adamm Davis (via email:
adamm.davis@golling.com)
General Manager
Golling Toyota of Warren
27100 Van Dyke Ave.
Warren, MI 48093

Re: 2024 Toyota Corolla VIN [REDACTED]
Golling Toyota

Dear Messrs. Ogawa and Davis:

[REDACTED] and I are disappointed that neither of you has responded to my letter dated January 13, 2026 (copy attached). This lack of response falls well short of what we would expect from a brand with Toyota's reputation, raising concern as to whether that reputation is warranted in this instance.

Despite repairs performed by Golling Toyota of Warren, and subsequent involvement by Toyota Corporate, the safety issues affecting [REDACTED]' vehicle remain unresolved. [REDACTED] distinctly recalls Bradley Whitley of Golling Toyota assuring him the repairs were "guaranteed for the life of the car." To date, that assurance appears to have been meaningless.

Mr. Golling publicly promotes his dealers as being "honest, ethical, and easy to do business with," and highlights its slogans: "The Golling Difference" and "Always There for You" (emphasis added).

I'd like to start by welcoming you to our dealership. Be it virtually or in person, I think you will find us **honest, ethical, and easy to do business with...** We have **two slogans-The Golling Difference and Always there for you.** The difference is our people and how we expect them to assist you. When you have a need, question, or seek advice, we want you to know we will always be there for you...

R

Messrs. Ogawa and Davis
January 22, 2026
Page 2

These published statements emphasize a commitment to standing by customers when they have concerns, questions, or ongoing needs. Unfortunately, [REDACTED] experience has not reflected those representations.

For this reason, I have copied Mr. Golling on this correspondence, hoping he stands by the values he has publicly articulated, and will ensure that [REDACTED] receives the support and resolution promised.

We hope to hear from you promptly. However, given this matter may result in litigation, this letter serves as formal notice to Golling Toyota, Toyota Corporate, and any affiliated or potentially responsible parties to preserve all paper and electronic records relating to this matter. This includes, but is not limited to, emails, notes, repair records, internal communications, voicemail, and any data stored on computers, servers, or other electronic storage media. No such information may be destroyed, concealed, or altered.

We urge you to take this matter seriously, and to act promptly to remedy the ongoing safety issues with [REDACTED] Toyota.

We look forward to your response.

[REDACTED]
Joseph E. Papellian

Att.

c: A. William Golling III (w/ att.)
Resident Agent
Golling Warren, Inc.
2405 S Telegraph Rd.
Bloomfield Hills, MI 48302

NHTSA Headquarters (w/ att.)
1200 New Jersey Avenue SE.
West Building
Washington, DC 20590

[REDACTED] (w/ att.)

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January 13, 2026

Tetsuo Ogawa (via email: tetsuo_ogawa@toyota.com)
President and Chief Executive Officer
Toyota Motor North America, Inc.
6565 Headquarters Dr.
Plano, TX 75024

Re: 2024 Toyota Corolla VIN [REDACTED]
Golling Toyota

Dear Mr. Ogawa,

I represent [REDACTED]. I write request [REDACTED] assistance with ongoing and unresolved issues concerning his 2024 Toyota Corolla ("Vehicle"). While [REDACTED] has authorized me to pursue a formal complaint, I have encouraged him to allow me to contact you directly so that this matter can be resolved without the need for legal action.

On December 4, 2024, [REDACTED] was involved in a motor vehicle accident for which he was not at fault. The central issue at this stage, however, is Golling Toyota's failure to complete full and timely repairs to the Vehicle, resulting in substantial delays and added expense. A detailed history of these issues and the repeated repair delays is set forth in my letters dated February 24, 2025, and September 23, 2025, copies of which are attached.

Despite multiple repair attempts, the Vehicle continues to display an intermittent warning light that disables or limits critical safety features, including proximity parking and mirrors. This issue remains unresolved. The lack of a reliable and safe vehicle has placed a significant burden on [REDACTED], who works as an [REDACTED] and depends on the Vehicle for his livelihood.

[REDACTED] Invested considerable time researching and selecting a vehicle suitable for his work. After renting a [REDACTED] for approximately ten months, he purchased the Vehicle from Golling Toyota in August 2024. He was understandably distressed when the Vehicle was later damaged in an accident through no fault of his own. That frustration has been compounded by prolonged repair delays and unsuccessful efforts - by both Golling Toyota and Toyota corporate - to remedy the problem. Despite the replacement of sensors and other attempted fixes, the warning light continues to activate intermittently.

I look forward to your response and hope for a prompt and satisfactory resolution of this matter.

Sincerely,

Att.

c: [REDACTED] a of Warren (via email: adamm.davis@golling.com w/ att.)
[REDACTED] w/ att.)

6 Woodward Heights, Suite B
Pleasant Ridge, MI 48069
(248) 797-6938
joe@papellanlaw.com

Papelian Law Office PLLC

February 24, 2025

By email: adamm.davis@golling.com

Adamm Davis
General Manager
Golling Toyota of Warren
27100 Van Dyke Ave.
Warren, MI 48093

Re: 2024 Toyota Corolla Cross
[REDACTED]

Dear Mr. Davis:

I represent [REDACTED]. This letter follows my phone conversation earlier today with John Olsowy of the Collision Shop regarding [REDACTED] 2024 Toyota Corolla (the "Vehicle").

On [REDACTED] [REDACTED] was involved in an accident that caused damage to his Vehicle. [REDACTED] was not at fault. The Vehicle was brought to Golling Toyota for repairs. The repair estimate provided by Golling indicated the Vehicle required both mechanical and collision repairs. A work order was created with an estimated cost of \$4,864.63, and a completion date of January 23, 2025. A copy of the work order is attached.

As an [REDACTED] depends on his vehicle for work. He specifically chose the Toyota Corolla for its aesthetics, comfort, and reliability. While he has been satisfied with the Vehicle's performance, he is understandably frustrated by the significant delay in getting it repaired. Despite frequent calls to the Collision Shop, including conversations with both John Olsowy and Bradley Whitely, his efforts have been unsuccessful. The Vehicle is still sitting at your lot, and repair work is not set to begin until this Wednesday or Thursday—over a month after the anticipated completion date.

What is most concerning is the lack of communication about the delay and its reasons. Since the accident on [REDACTED] [REDACTED] has had to rent a car at a considerable cost to continue his work as an [REDACTED]. This unplanned expense has arisen due to your delay in repairing his Vehicle.

Adamm Davis
February 24, 2025
Page 2

I request a firm commitment that the Vehicle will be repaired both properly and promptly. Please provide us with a realistic date for the completion of the repairs.

Sincerely,


Joseph E. Papellian

Att.

c: Tetsuo Ogawa: tetsuo_ogawa@toyota.com
President and Chief Executive Officer
Toyota Motor North America, Inc.
6565 Headquarters Dr.
Plano, TX 75024



CUSTOMER #:

GULLING

TOYOTA

WORKORDER

Golling Toyota of Warren

27100 Van Dyke Avenue - Warren, MI 48093

Phone: (586) 758-2000 - Fax: (586) 353-0133

www.gollingtoyota.com

MICHIGAN REPAIR FACILITY

REGISTRATION NUMBER: F168025

PAGE 1

SERVICE ADVISOR: 9311 WHITLEY, BRADLEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE-IN/OUT	TAG
Red	24	TOYOTA CCROSS			20000/	T703

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17AUG24 DD			17:00 04DEC24		0.00	INS	

R.O. OPENED READY OPTIONS: SOLD-STK:24633 ENG:2.0_Liter TRN:CVT-F

04DEC2024 09:55

LINE OP CODE FRH TECH... TYPE DESCRIPTIONS/INSTRUCTIONS

A 61TOZ 0.00 CB REPAIR BODY WORK

B PAINTER 0.00 CB PAINT LABOR

C 0.00 CB PAINT & MATERIALS
PAINT-MATERIALS
MATS PAINT AND MATERIALS

D MPE 0.00 CB MECHANICAL REPAIR PER ESTIMATE

PARTS RETURN: YOU ARE ENTITLED BY LAW TO THE RETURN OF ALL PARTS REPLACED, EXCEPT THOSE WHICH ARE TOO HEAVY OR LARGE, AND THOSE REQUIRED TO BE SENT BACK TO THE MANUFACTURER OR DISTRIBUTOR BECAUSE OF WARRANTY WORK OR AN EXCHANGE AGREEMENT. YOU ARE ENTITLED TO INSPECT THE PARTS WHICH CANNOT BE RETURNED TO YOU.

Discard Replaced Parts (INITIAL) Save Replaced Parts (INITIAL)

PAYMENT TERMS: I agree to pay the cost of any diagnosis, inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance.☐ **SUBLET REPAIRS:** Some repairs must be sublet due to the type of service required. The location will be disclosed upon request.☐ It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated teardown, inspection and reassembly charge (including parts and labor) is \$. Please see Paragraph 4 under "To Our Service Customers" on the reverse side.**SHOP SUPPLY CHARGE:** A charge equal to \$20.00 will be added for shop supplies used in connection with the repair.**HAZARDOUS WASTE DISPOSAL CHARGE:** A charge equal to \$26.00 will be added for the disposal of hazardous waste materials.**PLEASE SEE THE REVERSE SIDE OF THIS REPAIR ORDER FOR THE WARRANTY STATEMENT AND DISCLAIMER AND OTHER IMPORTANT INFORMATION.**

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; as needed to facilitate vehicle manufacturer for diagnosis.

Customer Signature Date

PARTS: All parts installed are new original equipment manufacturer unless otherwise indicated.**STORAGE CHARGES:** A storage charge equal to \$10.00 will be assessed and shall accrue daily if the vehicle is not picked up within 10 working days from the date you are notified that the repairs are complete or after the communication of an estimate if you fail to authorize repairs.

PRELIMINARY ESTIMATE \$

ESTIMATE: YOU HAVE THE RIGHT TO RECEIVE A WRITTEN ESTIMATE IF THE PRICE OF THE DIAGNOSIS, SERVICE OR REPAIR OF A MOTOR VEHICLE WILL BE \$50 OR MORE OR UPON REQUEST IF REPAIRS WILL COST LESS THAN \$50. THE ESTIMATED PRICE WILL NOT BE EXCEEDED BY MORE THAN 10% OR \$50, WHICHEVER IS LESS, WITHOUT YOUR WRITTEN OR ORAL APPROVAL. IF YOU WANT TO WAIVE YOUR RIGHT TO A WRITTEN ESTIMATE, PLEASE REQUEST AND COMPLETE THE "WAIVER OF ESTIMATE" FORM.

(Initial) Please provide a written estimate.

(Initial) I wish to complete the "Waiver of Estimate" form.

Original Estimate (Parts & Labor)	Authorized Additional Costs	Authorized By:	New Total Amount Agreed Upon	Date & Time
Revised Estimate				

CUSTOMER COPY

LIMITED WARRANTY ON DEALERSHIP SERVICES INSTALLED PARTS AND SERVICES

WHO IS COVERED:

- Our Dealership, whose name and address are identified on the front side of this Repair Order/Invoice, offers this Limited Warranty to you, the Customer listed on the front of this Repair Order/Invoice, and it cannot be transferred to any other person.
- Only you, and any person who is entitled under applicable state law, may enforce the obligations under this Limited Warranty.
- To be eligible for coverage under this Limited Warranty, your vehicle must be used primarily for personal, family and household purposes.

WHAT IS COVERED:

- Our Dealership warrants all new parts (excluding batteries and tires) from the original equipment manufacturer (OEM parts) that are installed by our Dealership and the workmanship of our labor performed in conjunction with repairs covered by the vehicle manufacturer's warranty for 12 months or 12,000 miles, whichever comes first. The Limited Warranty period shall commence on the date ("Invoice Date") and odometer reading ("Mileage Out") that the repairs are completed.
- Our Dealership warrants all non-OEM parts (excluding batteries and tires) installed by our Dealership and the workmanship of our labor performed in conjunction with repairs not covered by the manufacturer's warranty for 90 days or 3,000 miles, whichever comes first. The Limited Warranty period shall commence on the date ("Invoice Date") and odometer reading ("Mileage Out") that the repairs are completed.

YOUR RESPONSIBILITIES:

- To request coverage under this Limited Warranty, you must notify our Dealership at the telephone number listed on the front of this Repair Order/Invoice of any failure, malfunction or defect related to a covered part or repair.
- You must deliver the vehicle to our Dealership, or to another authorized repair facility that is approved by our Dealership, and authorize in writing all repair work to be performed under this Limited Warranty.
- You must retain copies of your Repair Orders/Invoices and, upon request, be able to present them to us when requesting coverage under this Limited Warranty.
- Upon re-delivery of the vehicle to you, you must pay for any parts, labor, products, expenses and taxes that our Dealership is not obligated to provide or pay for under this Limited Warranty.

OUR RESPONSIBILITIES:

- If, within the applicable warranty period, any covered part is defective or fails in normal service, or there is a failure due to our workmanship, our Dealership will replace or repair the defective part(s) and/or perform the necessary labor to remedy the failure at no charge to you upon your written authorization and subject to the terms of this Limited Warranty.

WHAT IS NOT COVERED:

- REPLACEMENT BATTERIES AND TIRES ARE SOLD "AS IS" BY OUR DEALERSHIP. The only warranty on batteries and tires installed by our Dealership are those of the manufacturer or supplier. Please see the manufacturer/supplier warranty statement.
- Parts and/or repairs covered by a manufacturer's warranty or recall or a third party warranty/ service contract.

- Damage caused due to your failure to use or lack of antifreeze.
- Damage caused by a part that was not installed by our Dealership or a repair that was not performed by our Dealership.
- Labor, parts and other costs (such as the costs of any lubricants) incurred in connection with the performance of recommended maintenance services.
- Service adjustments, such as calibration or alignments.
- Parts and repairs for which you have not paid.
- Any failure or damage resulting from the failure to perform maintenance in accordance with the manufacturer's recommendations; the lack of appropriate fluid levels (e.g. oil, water, transmission fluid); continued operation of the vehicle after a warning light notice; modification of the vehicle from or operation of the vehicle in a manner that is not in conformance with the manufacturer's specifications or intended use; an accident or collision; improper or contaminated fuel; and/or misuse, abuse, tampering, negligence, theft, vandalism, or acts of nature or God.
- Parts installed and/or repairs performed on vehicles used primarily for commercial purposes and purposes such as towing, taxi or limousine service, delivery, hire, on or off road competition, or engaging in a contest of speed or endurance of any type.
- Parts that are replaced and/or repairs that are performed pursuant to this Limited Warranty by an entity other than our Dealership without advance written authorization from us and/or for which you are unable to provide written receipts.

OTHER LIMITATIONS AND EXCLUSIONS:

- Our Dealership reserves the right to inspect the vehicle and any parts removed from or installed in the vehicle both prior to and after a repair is performed or a part is replaced pursuant to a claim made under this Limited Warranty.
- The replacement of parts and performance of labor to effect repairs are the exclusive remedies available under this express written Limited Warranty and any implied warranties.
- ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN LIMITED WARRANTY STATED HEREIN. OUR DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PARTS OR PRODUCTS OR THE REPAIR.
- YOU ARE NOT ENTITLED TO RECOVER FROM OUR DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

STATE SPECIFIC RIGHTS:

Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

FOR MORE INFORMATION:

If you have any questions regarding this Limited Warranty, please contact your service advisor or the service manager.

TO OUR SERVICE CUSTOMERS:

1. The Dealership is not responsible for any delays caused by the unavailability of parts or shipping by the parts manufacturer, distributor or transporter.
2. A garage keeper's lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, storage and any other authorized charges.
3. The Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind, or any other cause beyond its control.
4. If you authorize an inspection or diagnosis of any vehicle component or commencement of repairs and do not authorize the completion of a repair or service, you understand that a charge will be imposed for disassembly, reassembly or partially completed work and you agree to pay the same. Such charges will be directly related to the actual amount of labor and parts involved in the inspection, repair or service, and reassembly of the vehicle.
5. If you request to keep a replaced part that would otherwise be returned to a supplier as part of an exchange agreement, we may require you to pay a core charge that will be disclosed to you. The core charge will be refunded to you upon the return of the part to our service facility.
6. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request.

Claim Summary

Your repairs should be done on Thursday, January 23, 2025.

[Home](#) • [Claims](#) • Claim Summary

'24 TOYOTA COROLLA CROSS

VIN [REDACTED]

Claim [REDACTED]

Incident date

[REDACTED]

Status

Repairs in progress

Estimated completion date

January 23, 2025

Repair facility

GOLLING TOYOTA OF WARREN

27100 Van Dyke Ave

Warren, MI 48093 [Map](#)

586-758-2000 >

Payout for

[REDACTED]

Coverage

Amount

Medical Expense

[REDACTED]

\$0.00

Work Loss

[REDACTED]

\$0.00

Collision

24 TOYOTA COROLLA CROSS

\$4,864.63

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By email: adamm.davis@golling.com

September 23, 2025

Adamm Davis
General Manager
Golling Toyota of Warren
27100 Van Dyke Ave.
Warren, MI 48093

Re: 2024 Toyota Corolla Cross
[REDACTED]

Dear Mr. Davis:

As you may recall, I previously wrote to you on February 24, 2025, regarding the significant delay in repairing [REDACTED] 2024 Toyota Corolla (the "Vehicle"). After nearly four months, the Vehicle was finally repaired, and [REDACTED] picked it up on [REDACTED]. Unfortunately, I must write again - this time concerning a persistent and frustrating issue with the Vehicle that your dealership has repeatedly failed to resolve.

1. The Vehicle was originally dropped off at your dealership on [REDACTED]
2. After a prolonged delay, the repairs were completed, and [REDACTED] picked up the Vehicle in early April 2025.
3. As noted previously [REDACTED] and relies on the Vehicle for his income.
4. Just one week after returning to work, a warning light appeared, indicating a fault code related to the rear sensor.
5. A few weeks later, [REDACTED] brought the Vehicle back to your dealership. He was provided with an Enterprise rental car for the two-day repair period.
6. In May 2025, he picked up the Vehicle, but the warning light reappeared only two days later.
7. Shortly thereafter, Toyota North America intervened and the Vehicle was again serviced by your dealership over a two-day period. Another Enterprise rental car was provided.

8. In late May 2025, he returned the Vehicle, expecting a lasting fix. However, the warning light returned again just one day after pick up.
9. Your team again replaced the rear sensor. The warning light stayed off for about a month, but then reappeared.
10. On [REDACTED] picked up the Vehicle.
11. Since then, the warning light has gone on and off intermittently - appearing, disappearing, and then reappearing again over several days.
12. In total, the warning light has illuminated four separate times since the rear sensor was last replaced.
13. As of today, the alert light remains on constantly.

This recurring issue is especially concerning given that [REDACTED] depends on the Vehicle for his livelihood. Additionally, Enterprise rental vehicles cannot be used on the [REDACTED] only rentals from Avis, Hertz, Turo, or ZipCar are allowed. This limitation has significantly impacted [REDACTED] ability to earn income during the repeated repairs.

We are offering Golling one final opportunity to permanently resolve this issue before pursuing a Lemon Law claim. We hope to hear from you soon.

Sincerely,

[REDACTED]
Joseph E. Papellian

c: Tetsuo Ogawa: tetsuo_ogawa@toyota.com
President and Chief Executive Officer
Toyota Motor North America, Inc.
6565 Headquarters Dr.
Piano, TX 75024

[REDACTED]

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