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February 11, 2010

Toyota Motor Sales, U.S.A., Inc.
National Headquarters
19001 S. Western Avenue
Mail Drop H200
Torrance, California 90509-2991

Re: **2009 Toyota Camry (VIN# 4T4BE46K59R[redacted])**
Notice of Breach of Implied Warranty of Merchantability
Revocation of Acceptance
Notice of Violation of Consumer Legal Remedies Act

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents Ms. [redacted] regarding the purchase of a 2009 Toyota Camry. This firm will refrain from filing a lawsuit for 30 days in an effort to resolve this matter prior to litigation.

On or about June 12, 2008, my client purchased a 2009 Toyota Camry, VIN 4T4BE46K59R[redacted] (hereinafter referred to as the Subject Vehicle) from Gosch Toyota. The purchase and sale of the subject vehicle was accompanied, *inter alia*, by the manufacturer and seller's assurances that the subject vehicle was merchantable. Along with the purchase of the subject vehicle, my client received written warranties and other express and implied warranties including, but not limited to, warranties from the manufacturer and seller that the subject vehicle and its components would be free from all defects in material and workmanship, that the subject vehicle would pass without objection in the trade under the contract description, that the subject vehicle would be fit for the ordinary purposes for which it was intended, that the subject vehicle would conform to the promises and affirmations of fact made, and that the subject vehicle otherwise met the quality that a buyer would reasonably expect.

However, at the time of purchase and sale, Toyota Motor Sales, U.S.A., Inc., (hereinafter referred to as TMS) and the selling dealer knew or had reason to know that the subject vehicle contained certain defects and non-conformities that substantially impaired and continues to impair the value, safety and use of the subject vehicle and otherwise made the subject vehicle unmerchantable. Specifically, TMS and its selling dealer knew that the subject vehicle had and continues to have issues with unintended, rapid acceleration on certain vehicles, including the subject vehicle, for which there is no immediate, reasonable remedy.