

Case Report - 200408200746**Customer/Caller Summary:**

Customer Name/Address:

Eden Prarrire, MN

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Product; Abnormal Condition; Skid Plate- Body; Other-Please Specify
Case Type: General
Contact Method: Phone
Cust Attitude: Frustrated
Coding Type: Complaint
Category: Product
Problem Area: Abnormal Condition
Component: Skid Plate- Body
Condition: Other-Please Specify
VIN: 5TDBT48A93S
Dofu: 02/12/2003
Current Miles: 35710
Incident Miles: 35710
Model Year: 2003
Model Name: Sequoia
Region: Chicago
District: I
Dealer 1: Walser Bloomington Toyota, 22048
Selling Dealer: Walser Bloomington Toyota, 22048

Case History:

Customer Seeks: rpr done to veh
CAC Stated: ncr apol & adv cust wld open case to region (3 bus days) adv case #

*** PHONE LOG 08/20/2004 12:12:32 PM LEnglish
cust sts is having problems with her veh, cust sts veh is having a safety concern, cust sts that the dlr does not know that the problem is, cust sts dlr informed her to 2 weeks for the veh to be inspected by a regional rep. cust sts the veh skid control light comes on, and at the same time it says its off, cust sts when you go to speed up nothing happens.

*** NOTES 08/20/2004 12:12:33 PM LEnglish
cust sts that when you try to merge into traffic the veh doesnt speed up, the veh holds back and then speeds up. cust sts that has taken veh to dlr a number of times, cust sts that the dlr wants her to wait until 09/09/2004 before they can get a rep from tech out to inspect her veh, cust sts that is too long to wait. cust sts that the dlr adv her to call CEC

*** NOTES 08/23/04 08:56:59 AM chi5
Region left message for cust. adv. that we are in the process of investigating. Region left message for SM, Ron Schmitt to contact us re. customer concern.

*** NOTES 08/23/04 11:13:19 AM chi5
Dlr. SM called back said that car ch on 8/20 at 35K plus no codes Master tech. Rick Lavista drove no problems. Region called dlr. SM back and said car should be road tested w/cust. to try to duplicate.

*** CASE CLOSE 08/24/04 06:26:35 AM chi5
Region spoke to dlr. SM, Ron Schmitt. Told SM to contact cust. and make arrangements to test drive w/cust. Dlr. stated that master tech found car to be fine. Told dlr. SM then road test needs to be conducted to determine what is the issue cust. experiencing that even master tech. cannot uncover.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	08/20/2004 12:05:44 PM	LEnglish	Contact = ██████████ Priority = Customer, Status = Action CAC.
Modify	08/20/2004 12:12:32 PM	LEnglish	into WIP default and Status of Action CAC.
Phone Log	08/20/2004 12:12:32 PM	LEnglish	Start = 08/20/2004 12:05:44 PM, End = 08/20/2004

Notes 08/20/2004 12:12:33 PM LEnglish
Dispatch 08/20/2004 12:13:22 PM LEnglish
Chg Status 08/20/2004 12:13:22 PM LEnglish
Accept 08/23/2004 08:51:58 AM chi5
Notes 08/23/2004 08:56:59 AM chi5
Notes 08/23/2004 11:13:19 AM chi5
Case Close 08/24/2004 06:26:35 AM chi5

12:12:32 PM, Contact = [REDACTED]
Log notes.
Action Region to Chicago
Case sent to region: Chicago
from Queue Chicago to WIP default.
Log notes.
Log notes.
Status = Closed, Resolution Code = Full, State =
Open.

Kloeckner_CaseReport

200409130436

Kloeckner_Complaint

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
Case Type - Contract

[REDACTED]

Plaintiffs,

vs.

COMPLAINT

Toyota Motor Sales, U.S.A., Inc., a
foreign corporation licensed to transact
business in the State of Minnesota,

00 2 9 2003

Defendant.

Plaintiffs, [REDACTED] ("Plaintiffs"), as and for their cause of action
against Defendant alleges as follows:

I.

At all times relevant herein, Plaintiffs have resided at [REDACTED] in the City of
Eden Prairie, County of Hennepin, State of Minnesota.

II.

Defendant is a corporation qualified to transact business in the State of Minnesota.
Defendant continually and systematically transacts business in the State of Minnesota by selling
motor vehicles to its authorized dealers in the State of Minnesota, County of Hennepin, which
ultimately are sold by such authorized dealers to Minnesota consumers.

III.

On February 12, 2003, Plaintiffs purchased a 2003 Toyota Sequoia from Defendant's
authorized dealer which was manufactured by Defendant. The vehicle identification number for
said vehicle is 5TDBT48A93S [REDACTED]

IV.

Plaintiffs took delivery of the subject vehicle on February 12, 2003.

V.

Plaintiffs purchased with said vehicle a manufacturer's express new vehicle warranty.

VI.

The warranty purchased by Plaintiffs are a "manufacturer's express warranty" and "warranty" as those terms are defined by Minn. Stat. § 325F.665 (Minnesota "Lemon Law") and 15 U.S.C. § 2301 et seq. ("Magnuson-Moss Warranty Act").

VII.

Since taking delivery of their new motor vehicle, Plaintiffs experienced numerous warranted problems with their vehicle which substantially impair the vehicle's use and value to them. Said defects include, but are not necessarily limited to, vehicle not accelerating, check engine light on intermittently, and VCS light on intermittently. Said defects continue, and problems/defects continue to develop.

**COUNT I - AGAINST DEFENDANT
VIOLATION OF MINN. STAT. §325F.665, SUBD. 2.**

VIII.

Plaintiffs reallege Paragraphs I through VII as though fully stated herein.

IX.

Plaintiffs are "consumers" as that term is defined under the Lemon Law. Defendant is a "manufacturer" as that term is defined in the Lemon Law.

X.

Plaintiffs reported the vehicle non-conformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty and during the two years following the date of original delivery of the new motor vehicle to Plaintiffs.

XI.

Defendant failed to make the repairs necessary to conform Plaintiffs' vehicle to the applicable express warranty.

XII.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 2 and, therefore, Plaintiffs are entitled to be compensated in an amount to be determined at trial, plus reasonable attorney's fees and litigation costs incurred in bringing this action as set forth under the Lemon Law.

**COUNT II - AGAINST DEFENDANT
VIOLATION OF MINN. STAT. §325F.665, SUBD. 3.**

XIII.

Plaintiffs reallege Paragraphs I through XII as though fully set forth herein.

XIV.

Defendant is unable to conform Plaintiffs' new motor vehicle to the applicable express warranty by repairing or correcting the defects in Plaintiffs' motor vehicle.

XV.

The defects in Plaintiffs' motor vehicle substantially impair the use and/or market value of the motor vehicle to Plaintiffs.

XVI.

Defendant has made a reasonable number of attempts to repair Plaintiffs' vehicle, and the substantially impairing defects continue and defects continue to develop.

XVII.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 3, thereby entitling Plaintiffs to a full refund, plus reasonable attorney's fees and litigation costs incurred in bringing this action as set forth under the Lemon Law.

**COUNT III - AGAINST DEFENDANT
VIOLATION OF 15 U.S.C. SECTION 2301 *ET SEQ.*
(MAGNUSON-MOSS WARRANTY ACT)**

XVIII.

Plaintiffs reallege Paragraphs I through XVII as though fully set forth herein.

XIX.

Plaintiffs' motor vehicle is a "consumer product" as that term is defined by the Magnuson-Moss Warranty Act.

XX.

Plaintiffs are "consumers" as that term is defined by the Magnuson-Moss Warranty Act.

XXI.

Defendant is a "warrantor" as that term is defined by the Magnuson-Moss Warranty Act.

XXII.

As set forth above, Defendant has failed to conform Plaintiffs' motor vehicle to its written/express warranty.

XXIII.

Defendant has therefore violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiffs to a vehicle replacement or refund at their choice, plus reasonable attorney's fees, litigation costs and loss of use damages as set forth in the Magnuson-Moss Warranty Act.

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant for damages, attorney fees and litigation costs in a reasonable amount cumulatively in excess of \$50,000 and to be specifically proven at the time of trial, together with their pre-judgment and post-judgment interest and all other costs the Court deems just.

Dated: 10/27/14

HAUER, FARGIONE, LOVE,
LANDY & McELLISTREM P.A.

By Todd E. Gadtke
Todd E. Gadtke, I.D. #276704
Attorneys for Plaintiffs
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Minneapolis, MN 55416
(952) 544-5501

ACKNOWLEDGMENT

Plaintiffs assert these claims in good faith, and acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party as provided by Minnesota Statutes §549.211, subd. 2 (1994).

HAUER, FARGIONE, LOVE,
LANDY & McELLISTREM P.A.

Dated: 10/27/14

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