

### Case Report - 200308290133

**Customer/Caller Summary:**

Customer Name/Address: [REDACTED]  
 Phoenix, AZ [REDACTED]  
 Caller Phone: [REDACTED]  
 Caller Alt. Phone: [REDACTED]

**Case Summary:**

Case Title: Product; Abnormal Condition; Traction Control/VSC- Brakes; Warning Light On  
 Case Type: General  
 Contact Method: Phone  
 Cust Attitude: Concerned  
 Coding Type: Complaint  
 Category: Product  
 Problem Area: Abnormal Condition  
 Component: Traction Control/VSC- Brakes  
 Condition: Warning Light On  
 VIN: 5TDZT38A83S [REDACTED]  
 Dofu: 02/21/2003  
 Current Miles: 0  
 Incident Miles: 0  
 Model Year: 2003  
 Model Name: Sequoia  
 Region: Denver  
 District: 1  
 Dealer 1: Right Toyota, 02044  
 Selling Dealer: Scott Toyota, 02046

**Case History:**

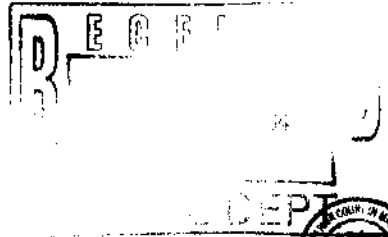
Customer Seeks: to doc concerns, may pursue arb  
 CAC Stated: ncr adv cust of PA and ARB process. cust sts will think about is and c/b with decision. NEXT REP- Pls take appropriate action based on cust request.

\*\*\* PHONE LOG 08/29/2003 07:29:25 AM esmart  
 cust sts 2/21/03, cust sts drivers side door handle was sticking, took veh to dlr 2/27 for rpr (6 days after purch). cust sts 4/07 TRAC and VSC light on. cust sts put a seperate grounding wire, resolved concern. cust sts hvac blower motor was making a ticking noise, rplc'd. HVAC light didn't go on. cust sts headliner noisy, making creaking noise. cust sts dlr rplc'd headliner. cust sts VSC and TRAC lights now on again.

\*\*\* CASE CLOSE 08/29/2003 07:29:25 AM esmart

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Create	08/29/2003 07:23:55 AM	esmart	Contact = [REDACTED] Priority = Customer, Status = Action CAC.
Modify	08/29/2003 07:29:25 AM	esmart	into WIP default and Status of Action CAC.
Modify	08/29/2003 07:29:25 AM	esmart	into WIP default and Status of Action CAC.
Phone Log	08/29/2003 07:29:25 AM	esmart	Start = 08/29/2003 07:23:55 AM, End = 08/29/2003 07:29:25 AM, Contact = Nolan Cordon.
Case Close	08/29/2003 07:29:25 AM	esmart	Status = Closed, Resolution Code = Full, State = Open.



**COPY**

**FEB 23 2004**



MICHAEL K. JEANES, CLERK  
S. HOPKINS  
DEPUTY CLERK

1 **Marshall Meyers (020584)**  
2 **KROHN & MOSS, LTD.**  
3 **111 West Monroe, Suite 1124**  
4 **Phoenix, AZ 85003**  
5 **(602) 275-5588**  
6 **(928) 441-5282 (facsimile)**  
7 **Attorney for Plaintiff**

8  
9 **IN THE SUPERIOR COURT OF ARIZONA**  
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 **NOLAN & JENNIFER CORDON,**

12 Plaintiff,

13 vs.

14 **TOYOTA MOTOR SALES USA, INC.,**

15 Defendant.

) Case No.: CV2004-090449

)  
) **COMPLAINT --**  
) **BREACH OF**  
) **STATUTORY WARRANTIES**

16 1. This Court has jurisdiction to hear this matter pursuant to 15 U.S.C. §2310(d) and  
17 A.R.S. Const. Art. 6 §14.

18 2. Plaintiff, Nolan & Jennifer Cordon ("Consumer"), is an individual who was at all  
19 times relevant hereto residing in the State of Arizona.

20 3. Defendant, Toyota Motor Sales USA, Inc. ("Warrantor"), is a foreign corporation  
21 authorized to do business in the State of Arizona, County of Maricopa, and is engaged in the  
22 manufacture, sale, supply and distribution of motor vehicles and related equipment and services,  
23 such as written warranties. Warrantor supplies its products and services to the public at large  
24 athrough a system of authorized dealerships, including Scott Toyota ("Dealer").  
25

26 4. On or about February 21, 2003, Consumer purchased a 2003 Toyota Sequoia  
27 ("Sequoia") manufactured and supplied by Warrantor, Vehicle Identification No.  
28

1 STDZT38A83S165499, for \$40,883.26, exclusive of all collateral charges incurred at the time of  
2 purchase. See Purchase Order, attached hereto as Exhibit "A."

3 5. In connection with Consumer's purchase of the Sequoia, Warrantor issued and  
4 supplied to Consumer its written warranty, which included three (3) year or thirty-six thousand  
5 (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the  
6 Warrantor's New Vehicle Warranty booklet.  
7

8 6. On or about the aforementioned date, Consumer took possession of the Sequoia  
9 and shortly thereafter experienced various defects and non-conformities within the same that  
10 diminish its value and/or substantially impair its use and value to Consumer. These defects  
11 include, but are not limited to a defective electrical system, defective TRAC and VCS systems,  
12 defective interior trim, a defective exterior trim, a defective driver door, a defective air  
13 conditioning system, a defective rear axle seal, a defective oil pressure gauge, and, any other  
14 complaints actually made, whether contained on Warrantor's invoices or not.  
15

16 7. Consumer provided Warrantor, through its authorized dealership network, a  
17 sufficient opportunity to repair the defects, non-conformities and conditions within the Sequoia.  
18

19 8. Despite being given more than a reasonable number of attempts/reasonable  
20 opportunity to cure said defects, non-conformities and conditions, Warrantor failed to do so.  
21

22 9. Warrantor's failure to correct said defects violate Warrantor's statutory duty to  
23 Consumer and the expectations created by Warrantor's warranty.

24 10. Consumer avers that as a result of the ineffective repair attempts made by  
25 Warrantor through its authorized dealership network, the Sequoia cannot be utilized as intended  
26 by Consumer at the time of acquisition and that the use and value of the Sequoia has been  
27 diminished and/or substantially impaired to Consumer.  
28

1           11. Consumer relied on Warrantor's product advertisements, written, verbal,  
2 electronic and/or otherwise, regarding the length and duration of Warrantor's bumper to bumper  
3 warranty when deciding to purchase the subject vehicle.  
4

5           12. Consumer provided Warrantor written notification of the defects within the  
6 subject vehicle, an offer for a final opportunity to cure, and Consumer's demand for  
7 compensation on February 13, 2004. See Notice Letter, attached hereto as Exhibit "B."  
8

9           13. Warrantor refused Consumer's demand for compensation and has refused to  
10 provide Consumer with the remedies to which Consumer is entitled.  
11

12           14. Consumer has been and will continue to be financially damaged due to  
13 Warrantor's failure to comply with Warrantor's statutory duty to Consumer and the provisions of  
14 its written and/or express warranty.  
15

16           15. Consumer has met all obligations and preconditions as provided in Warrantor's  
17 warranty and by statute(s).  
18

19           16. As a direct and proximate result of Warrantor's failure to comply with its written  
20 warranty, Consumer has suffered damages and, in accordance with 15 U.S.C. §2310(d) and  
21 A.R.S. §44-1263, Consumer is entitled to bring suit for such damages and other legal and  
22 equitable relief.  
23

24           WHEREFORE, Nolan & Jennifer Cordon prays for relief against Toyota Motor Sales  
25 USA, Inc. in the form of a refund or replacement, an award of diminution in value damages, any  
26 equitable relief to which Plaintiff may be entitled, all attorney fees, expert fees and court costs  
27 incurred during the commencement and prosecution of this matter, and all other relief deemed  
28 just and appropriate by this Court.

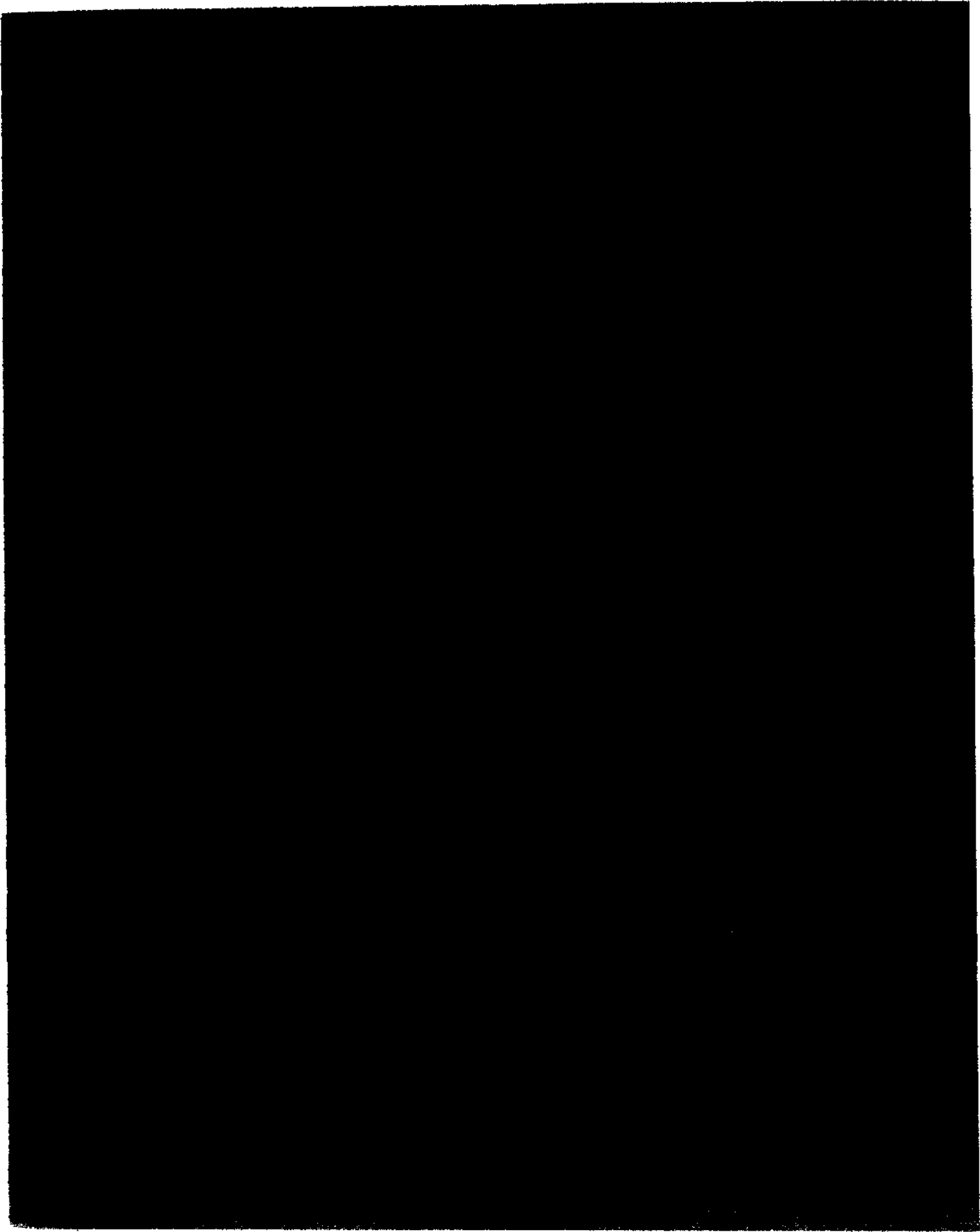
1 Respectfully submitted this 17<sup>th</sup> day of Feb, 2004.

2  
3  
4 By: \_\_\_\_\_

5 Marshall Meyers  
6 KROHN & MOSS, LTD.  
7 111 West Monroe St., Suite 1124  
8 Phoenix, AZ 85003  
9 (602) 275-5588  
10 Attorney #020584  
11 Attorney for Plaintiff  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

A







**B**

# Krohn & Moss, Ltd.

Arizona Office  
111 West Monroe, Suite 1124  
Phoenix, AZ 85003  
www.krohnandmoss.com

Writer's Direct Number  
(602) 275-5588 ext. 5805  
Writer's Direct Facsimile  
(928) 441-5282  
Writer's Direct E-Mail  
mmeyers@consumerlawcenter.com  
www.krohnandmoss.com

Licensed to Practice in Arizona

Also practicing in:  
California  
Florida  
Georgia  
Illinois  
Indiana  
Missouri  
Ohio  
Wisconsin

 **COPY**

February 13, 2004

SENT VIA U.S. MAIL

Toyota Motor Sales USA, Inc.  
19001 South Western Avenue  
Torrence, CA 90509

Re: [REDACTED], Toyota Motor Sales USA, Inc.  
Our Client: Nolan & Jennifer Cordon  
Your Client: Toyota Motor Sales U.S.A., Inc.  
Vehicle: 2003 Toyota Sequoia  
VIN: 5TDZT38A83S [REDACTED]  
Our File Number: A04004110Z

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, the Arizona Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATIONS, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Defective Electrical System,
2. Defective Interior Trim,
3. Defective Exterior Trim,
4. Defective Driver Door,
5. Defective Air Conditioning System,
6. Defective Rear Axle Seal,
7. Defective Oil Pressure Gauge, and,
8. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

A large, bold, black stamp with the word "COPY" in all caps, positioned to the right of the list of defects.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle. As one court has stated,

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough -- when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of written warranty "based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty." Kure v. Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore you are hereby notified that my client is revoking acceptance of the vehicle. Please return all funds paid towards the vehicle, cancel all applicable contracts, and compensate my client for the damages sustained to date. This letter also constitutes prior direct written

notification of the defects within my client's vehicle and of my client's intent to pursue a claim pursuant to A.R.S. §44-1261 et. seq. If you have "final opportunity rights" under A.R.S. §44-1264 (C), and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Arizona Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any litigation, my client merely requests a refund for the defective product, plus payment of our attorney's fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Arizona Lemon Law. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

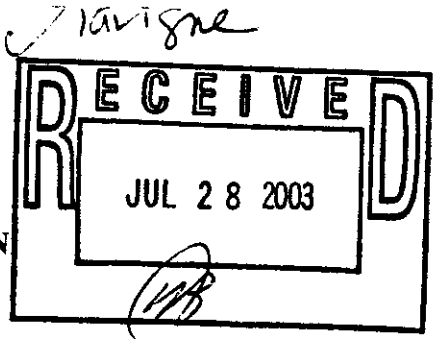
Sincerely,  
 **COPY**  
Marshall Meyers  
Attorney at Law

MSM/tld

Cc: 

NJILL  
Demand  
Letter

canon  
To: Sam  
Amisic



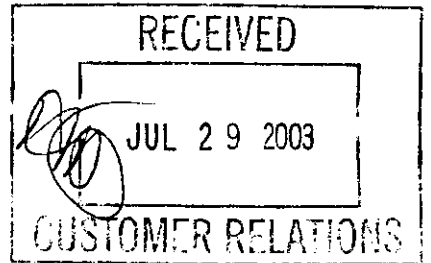
LAW OFFICES OF HOWARD A. GUTMAN

1259 ROUTE 46

PARSIPPANY, NEW JERSEY 07054

(973) 257-9400 FAX (973) 257-9128

July 17, 2003



Attention: Legal Department  
Toyota Motor Sales, USA, Inc.  
16 Henderson Drive  
West Caldwell, New Jersey 07006

Re: [REDACTED]  
2003 Toyota Sequoia  
VIN No. STDBT44AX35 [REDACTED]  
5 6

Dear Sir/Madam:

I represent Ms. [REDACTED] who purchased a 2003 Toyota Sequoia from Bob Ciasulli Auto Group. I believe that her passenger vehicle is a lemon under the New Jersey Lemon Law (N.J.S.A. 56:12-29). I am hereby making a written demand for relief under the Lemon Law.

Since Ms. [REDACTED] purchased the vehicle, it has been repeatedly out of service for brake malfunctions and out of service over ten calendar days. The problems include but are not limited to brake malfunctions. The defects substantially impair the use, value, and safety of the vehicle.

I am allowing you one final opportunity to repair the vehicle. If these repairs are not completed within ten calendar days of receipt of this letter, my client is entitled to a replacement vehicle acceptable to her or a refund calculated in accordance with the Lemon Law.

Handwritten notes and signatures in the bottom right corner, including the name 'L. V. [unclear]' and a date '7/29/03'.

Please contact our office to make arrangements. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to be 'HAG', written in a cursive style.

Howard A. Gutman

cc:



**Case Report - 200305290807****Customer/Caller Summary:**

Customer Name/Address:

Middletown, NJ

Caller Phone:

Caller Alt. Phone:

**Case Summary:**

Case Title: Product; Recurring Condition; ABS- Brakes; Warning Light On  
Case Type: General  
Contact Method: Phone  
Cust Attitude: Concerned  
Coding Type: Complaint  
Category: Product  
Problem Area: Recurring Condition  
Component: ABS- Brakes  
Condition: Warning Light On  
VIN: 5TDBT44AX3S [REDACTED]  
Dofu: 10/30/02  
Current Miles: 12000  
Incident Miles: 5000  
Model Year: 2003  
Model Name: Sequoia  
Region: New York  
District: 9  
Dealer 1: Toyota Universe, 29078  
Selling Dealer: Bob Ciasulli Toyota, 29078

**Case History:**

Customer Seeks: Perm rpr of veh brake condition and concerns about warning lights. Cust sts may proceed w/ lemon law.  
CAC Stated: Ncr apol and adv would open pa case to reg. adv either reg or crm would contact cust in 3 business days. adv case#.

\*\*\* PHONE LOG 05/29/2003 11:54:13 AM APowe  
03 Sequoia-Veh to dlr 4x's for clicking noise in the wheel. Dlr advd nothing wrong. Cust sts a few thousand miles later, brake light, VSC, and trac light came-ON. Veh to dlr, caliper rplcd. Cust sts same lights came ON again. Veh to selling dlrshp, was advd air in the brake line, and dlr rprd the cond. Cust same cond again, Veh to dlr for the 3rd time-5/29/03, dlr advd braking style, as the pads wear and which trips the system. Cust disagree as there may a manuf cond.

\*\*\* NOTES 05/29/2003 11:55:45 AM APowe  
NOTE TO DLR-PLS CONTACT TECH HOTLINE FOR ADDL ASST WITH VEHICLE CONDITION.

\*\*\* CASE CLOSE 06/02/03 05:57:20 AM DLR29078  
CALLED CA;IFORNIA FOR ASSISTANCE REPAIR.REINO FIT PART BEING DEVELOP NO ETA. CUSTOMER NOTIFIED ABOUT REPAIR.

\*\*\* NOTES 07/07/2003 09:43:19 AM MCapps  
Cust sts veh broke down again while on vacation, cust sts had master cylinder and booster replaced.

\*\*\* NOTES 07/07/2003 09:47:18 AM MCapps  
Cust is calling today because she is extremely dissatisfied that she never got a response from the dlr under the DLR OPEN and then lost brakes when on vacation. Cust sts wants assistance in making sure brakes are safe at this time and if not is considering the pursuit of lemon law.

\*\*\* NOTES 07/07/2003 09:48:22 AM MCapps  
Cust also requests not to go to dlr that she purchased from.

\*\*\* NOTES 07/07/03 11:22:23 AM ny5  
Case dispatched to FTS MMarsnick and cc DSPMs L. Gregory and B. Lyons

\*\*\* CASE CLOSE 08/12/03 06:49:45 AM ny4  
FTS Tom Senneca inspected the vehicle on 8/6/2003. The customer's concern is the brakes squeak at times. I road tested the vehicle with the customer and performed a brake inspection. The vehicle is operating properly and there was no abnormal brake noise evident. The customer was advised and I also advise Larry

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Create	05/29/03 11:53:28 AM	APowe	Contact = [REDACTED] Priority = Customer, Status = Action CAC.
Phone Log	05/29/03 11:54:13 AM	APowe	Start = 05/29/2003 11:53:28 AM, End = 05/29/2003 11:54:13 AM, Contact = [REDACTED]
Modify	05/29/03 11:54:43 AM	APowe	into WIP default and Status of Action CAC.
Notes	05/29/03 11:55:45 AM	APowe	Log notes.
Assign	05/29/03 11:55:47 AM	APowe	Case assigned to DLR29078
Chg Status	05/29/03 11:55:48 AM	APowe	Case status changed to Action Dealer
Chg Status	06/02/03 05:57:20 AM	DLR29078	Status changed to Dealer Close
Dispatch	06/02/03 05:57:20 AM	DLR29078	Case Dispatched to New York Closed Queue.
Yanked	06/02/03 06:17:19 AM	ny5	Case grabbed from DLR29078 to ny5's default WipBin.
Chg Status	06/02/03 06:17:19 AM	ny5	Action Region
Case Close	06/02/03 06:17:23 AM	ny5	Status = Closed, Resolution Code = Full, State = Open.
Notes	07/07/03 09:43:19 AM	MCapps	Log notes.
Reopen	07/07/03 09:45:26 AM	MCapps	with Condition of Open and Status of Action CAC.
Notes	07/07/03 09:47:18 AM	MCapps	Log notes.
Modify	07/07/03 09:47:18 AM	MCapps	into WIP default and Status of Action CAC.
Notes	07/07/03 09:48:22 AM	MCapps	Log notes.
Dispatch	07/07/03 09:49:39 AM	MCapps	Action Region.
Chg Status	07/07/03 09:49:39 AM	MCapps	Case sent to region: New York
Yanked	07/07/03 11:21:47 AM	ny5	Case grabbed from MCapps to ny5's default WipBin.
Chg Status	07/07/03 11:21:47 AM	ny5	Action Region
Notes	07/07/03 11:22:23 AM	ny5	Log notes.
Yanked	08/12/03 06:48:08 AM	ny4	Case grabbed from ny5 to ny4's default WipBin.
Chg Status	08/12/03 06:48:08 AM	ny4	Action Region
Case Close	08/12/03 06:49:45 AM	ny4	Status = Closed, Resolution Code = Full, State = Open.





NORRIS, McLAUGHLIN & MARCUS  
A Professional Corporation  
721 Route 202-206  
P.O. Box 1018  
Somerville, NJ 08876-1018  
(908) 722-0700  
Attorneys for Defendant, Toyota Motor Sales, USA, Inc.

JAMIE GAMBALE

Plaintiff-Appellant,

v.

BOB CIASULLI AUTO GROUP AND  
TOYOTA MOTORS OF AMERICA, INC.

Defendant-Respondent

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
PASSAIC COUNTY  
DOCKET NO: DC-16037

CIVIL ACTION  
ANSWER

Toyota Motors Sales, USA, Inc. improperly named herein as Toyota Motors of America,  
Inc. by way of answer to the complaint says:

COUNT ONE

1. This paragraph makes no allegations against this defendant.
2. This paragraph makes no allegations against this defendant.

3. This defendant does not have sufficient information to respond to portions of this paragraph. This party denies that it breached any warranties. Additionally, a 2003 Toyota Sequoia would not be manufactured by Mazda Motors of America, Inc.

4. This defendant denies the allegations of this paragraph.

5. This defendant denies the allegations of this paragraph.

COUNT TWO

6. This defendant repeats its responses to paragraphs 1-6 above as if each were pleaded herein at length.

7. This defendant denies the allegations of this paragraph.

8. This defendant denies the allegations of this paragraph.

COUNT THREE

9. a) This defendant repeats its responses to paragraphs 1-8 above as if each were pleaded herein at length.

9. b) This defendant denies the allegations of this paragraph.

COUNT FOUR

10. This defendant repeats its response to paragraphs 1-9 above as if each were pleaded herein at length.

11. This defendant denies the allegations of this paragraph.

COUNT FIVE

12. This defendant repeats its responses to paragraphs 1-11 above as if each were pleaded herein at length.

13. This defendant denies the allegations of this paragraph.

COUNT SIX

14. This defendant repeats its responses to paragraphs 1-13 as if each was pleaded herein at length.

15. This defendant denies the allegations of this paragraph.

COUNT SEVEN

16. This defendant repeats its responses to paragraphs 1016 as if each was pleaded herein at length.

17. This defendant denies the allegations of this paragraph.

18. This defendant denies the allegations of this paragraph.

19. This defendant denies the allegations of this paragraph.

WHEREFORE This defendant demands that Plaintiff's Complaint be dismissed in its entirety.

SEPARATE DEFENSES

1. All or part of Plaintiff's claim is barred by Plaintiff's comparative negligence.
2. The complaint fails to state a cause of action for which relief may be granted.
3. The damages alleged in the Plaintiff's Complaint are due to the negligence or other acts of others over whom Toyota had no control.
4. The vehicle identified in the complaint was not in the same condition as it was when it left Toyota's control.
5. Supervening and intervening acts and events including accidents void any and all warranties provided by Toyota.

6. The Court lacks jurisdiction in this matter because the Complaint was not served according to Court rules and/or statutes in the State of New Jersey.
7. Toyota states the subject motor vehicle was not defective and further states that said motor vehicle was designed and manufactured in full compliance with governmental requirements and industry standards.
8. There was sufficient, intervening and superseding negligence involved thus precluding Plaintiff from making any recovery.
9. The motor vehicle which is the subject of this lawsuit was unforeseeably misused, abused, the subject of improper and/or failure of proper maintenance and/or repair, and/or substantially modified by others not under the control of Toyota thus precluding Plaintiff from making any recovery against Toyota.
10. Toyota states that the motor vehicle in question was not in the same condition at the time Plaintiff purchased it, as it was when it left the possession, custody and control of Toyota.
11. The Plaintiff failed to give reasonable notice to Toyota and failed to give Toyota a reasonable opportunity to cure any alleged defect.
12. The damages complained of were caused by unauthorized, unintended or improper use and abuse of the motor vehicle and as a result of the failure to exercise reasonable and ordinary care, caution and vigilance.
13. Toyota denies it breached any duty of any kind it may have owed to any other party in this action.
14. Toyota denies any breach of warranty, either express or implied, with respect to the motor vehicle sold.

**CERTIFICATION PURSUANT TO R.4:5-2**

1. The matter in controversy is the subject of a pending action or arbitration as follows:

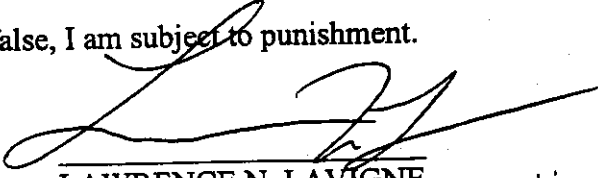
**None known.**

2. Contemplation of another action or arbitration proceeding is contemplated as follows:

**None known.**

3. The following parties listed should be joined in this action: **None known.**

4. I certify that the foregoing statements made by me are true. I am aware that if any of the above statements made by me are willfully false, I am subject to punishment.

  
LAWRENCE N. LAVIGNE

Dated: December 22, 2003

15. The Complaint herein fails to state a cause of action upon which relief can be granted and Toyota reserves the right to move at or before the time of trial to dismiss same.
16. Plaintiff has failed to comply with the requirements of N.J.S.A. 55:12-29 *et seq* and hence is not entitled to relief.
17. Plaintiff's complaint is barred by the doctrine of laches.
18. Plaintiff's claims are barred by the doctrine of waiver.

**DEMAND FOR STATEMENT OF DAMAGES**

Pursuant to R. 4:5-2 Plaintiff is hereby requested to submit, within 5 days after service upon her, a statement of the amount of damages claimed by her in each count of the Complaint in the above entitled action.

**DESIGNATION OF TRIAL COUNSEL**

**PLEASE TAKE NOTICE** that pursuant to R. 4:25-4, Lawrence N. Lavigne, Esq. is hereby designated as trial counsel in the within captioned matter.

**NORRIS, MCLAUGHLIN & MARCUS, P.A.**  
Attorneys for Third-Party Defendant,  
TOYOTA MOTOR SALES USA, INC.

By:   
Lawrence N. Lavigne, Esq.

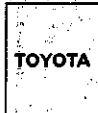
Dated: December 22, 2003



"WE TURN CUSTOMERS INTO FRIENDS"



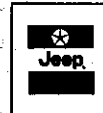
**MONMOUTH CHRYSLER PLYMOUTH**  
700 & 750 ROUTE 36  
EATONTOWN, NJ 07724  
(732) 542-5500



**MONMOUTH TOYOTA**  
750 ROUTE 36  
EATONTOWN, NJ 07724  
(732) 544-1000



**MONMOUTH HONDA/JEEP**  
1085 ROUTE 88  
LAKEWOOD, NJ 08701  
(732) 370-9700



I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW. X

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

THIS IS YOUR INVOICE • DO NOT DESTROY  
SEE REVERSE SIDE FOR WARRANTY

INVOICE TO

DRIVER/OWNER INFORMATION --- INVOICE: W36879

MIDDLETOWN NJ

MIDDLETOWN NJ

WORK:

WORK:

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 3446 ADV: 454 ALEGRE, F INVOICE: PRELIM WAR W FA  
TAX RULES: YY11N INVOICED: 08/06/2003 11:26:23  
ODOMETER IN: 17462 OUT: 17482 DIST: TOY  
DATES BEGIN: 08/06/03 DONE: 08/06/03

VIN 5TDBT44AX3S LICENSE NUMBER: NJ  
03 TOYOTA SEQUOIA 4WD SR5 4DR SPTUTY

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
51	CUSTOMER STATES BRAKES SQUEAK EXCESSIVE WHEN APPLIED DOWN HILL PULLS RIGHT WHEN BRAKING	NC	006	.0	.00
CAUSE	FTS ROAD TESTED VEHICLE WITH				
CORRECTION	CUSTOMR DURING ROAD TEST VEHICLE OPERATED AND PERFORMED PROPERLY				
COMMENT	THERE WAS NO BRAKE NOISE EVIDENT DURING ROAD TEST				
FACTORY	TECH: 006 - HENDRA, BILL				
	CLAIM TYPE: 99	T2 CODE : 99	T1 CODE : 99		

TYPE: W SUBTOTAL TOTAL CHARGE FOR CONCERN .00

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
52	CUSTOMER STATES TOYOTA TO INSPECT VEHICLE PER 10 DAY LETTER	NC	006	.0	.00
CAUSE	THE BRAKE PEDAL FELT FIRM AND				
CORRECTION	PEDAL HEIGHT WAS NORMAL PERFORMED COMPLETE BRAKE INSPECTION				
52-1	ALL BRAKE PADS WITHIN SPECIFIED RANGE AT 7MM	NC	006		.00

COMMENT FOUND MASTER CYLINDER FLUID LEVEL TO BE SET PROPERLY  
TECH NOTES FTS ROAD TESTED VEHICLE WITH CUSTOMER DURING ROAD TEST VEHICLE OPERATED AND PERFORMED PROPERLY THER WAS NO BRAKE NOISE DURING ROAD TEST PEDAL FELT FIRM AND PEDAL HEIGHT WAS NORMAL PERFORMED COMPLETE BRAKE INSPECTION FOUND MASTER CYLINDER FLUID LEVEL TO BE SET PROPERLY ALL BRAKES ARE WITHIN SPECIFIED RANGE AT 7MM. TOYOTA RECOMMENDS PAD REPLACEMENT AT 1MM PERFORM ABS /VSC DIAGNOSTIC ALL O.K ANS NON ABS STOPS.

VEHICLE BRAKING SYSTEM OPERATING PROPERLY  
FACTORY TECH: 006 - HENDRA, BILL  
CLAIM TYPE: 99 T2 CODE : 99 T1 CODE : 99  
52-1 CLAIM TYPE: 99 T2 CODE : 99 T1 CODE : 99

SUBTOTAL

Thank You

ON LINE SERVICE INVOICING BY [ ]

TO REORDER FORMS OR FOR SALES CALL: 1-800-888-6348 EXT: 8050

DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SEE REVERSE SIDE FOR WARRANTY

PRELIMINARY \$ [REDACTED] REVISED ESTIMATE \$ [REDACTED]

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS AND LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP.

PHONE NO. [REDACTED] TIME [REDACTED] DATE [REDACTED] OK'D BY [REDACTED]

I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON BELOW VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREON.

I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE PRICE TO COMPLETE THE REQUESTED REPAIRS.

DATE [REDACTED] X  
ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED  SAVE  DISCARD

I UNDERSTAND THAT THE SERVICES RECOMMENDED BELOW SHOULD BE DONE TO MY VEHICLE NOW OR IN THE NEAR FUTURE, BUT CHOOSE AT THIS TIME TO DECLINE THE REPAIRS.

CUSTOMER'S SIGNATURE [REDACTED]

LOF	TRANSMISSION SVC	COOLANT	SAFETY INSPECTION	BALANCE TIRES	ROTATE TIRES	TUNE UP	BRAKE SERVICE	A/C SERVICE	FRONT-END ALIGN	1,000 MILE SERVICE	3,000 MILE SERVICE	7,500 MILE SERVICE	15,000 MILE SERVICE	22,500 MILE SERVICE	30,000 MILE SERVICE	45,000 MILE SERVICE	COMPLETE DETAIL	VALVE ADJUST	SERVICE A	SERVICE B	SERVICE C	

INSTRUCTIONS ON WORK TO BE DONE

PG 1 OF 1

51\* PAY TYPE: W  
CUSTOMER STATES BRAKES SQUEAK EXCESSIVE WHEN APPLIED DOWN HILL PULLS RIGHT WHEN BRAKING

TECH	OPERATION	HRS	
OLH	FLG	FAILED PART	
RC	NET	CND	AUTH

52 PAY TYPE: W  
CUSTOMER STATES TOYOTA TO INSPECT VEHICLE PER 10 DAY LETTER

TECH	OPERATION	HRS	
OLH	FLG	FAILED PART	
RC	NET	CND	AUTH

52 PAY TYPE: W  
CUSTOMER STATES TOYOTA TO INSPECT VEHICLE PER 10 DAY LETTER

TECH	OPERATION	HRS	
OLH	FLG	FAILED PART	
RC	NET	CND	AUTH

52 PAY TYPE: W  
CUSTOMER STATES TOYOTA TO INSPECT VEHICLE PER 10 DAY LETTER

TECH	OPERATION	HRS	
OLH	FLG	FAILED PART	
RC	NET	CND	AUTH

52 PAY TYPE: W  
CUSTOMER STATES TOYOTA TO INSPECT VEHICLE PER 10 DAY LETTER

TECH	OPERATION	HRS	
OLH	FLG	FAILED PART	
RC	NET	CND	AUTH

\*\*RO 88879\*\* \*TAG 3446\* LIC: NJ NJS72R SVC ADV: 454 FRED ALEGRE

MIDDLETOWN NJ [REDACTED] TOYOTA SEQUOIA 4WD SR5 4DR SPTUTY LICENSE: NJ [REDACTED] TRUCK

WORK: [REDACTED]  
HOME: [REDACTED]

ODOMETER: LAST: 4885 CURRENT: 17462  
AVG PER DAY: 174 PER MONTH: 5220

DIST CODE: TOY

130  
615 9405  
AFT 130

M.O. 17482

08/06/03 09:07:22

\*\*\*\*PROMISED DATE: 08/06/03 TIME: 1700\*\*\*\*





OVER 30. ANCHISED LOCATION ROUGHOL NEW JERSEY

**BOB  
CIASUL  
AUTO, GR.**

"WE TURN CUSTOMER INTO FRIENDS"



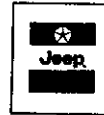
**MONMOUTH  
CHRYSLER PLYMOUTH**  
700 & 750 ROUTE 36  
EATONTOWN, NJ 07724  
(732) 542-5500



**MONMOUTH  
TOYOTA**  
750 ROUTE 36  
EATONTOWN, NJ 07724  
(732) 544-1000



**MONMOUTH  
HONDA/JEEP**  
1085 ROUTE 88  
LAKEWOOD, NJ 08701  
(732) 370-9700



I ACKNOWLEDGE RECEIPT  
OF THE PARTS AND  
LABOR LISTED BELOW. X \_\_\_\_\_

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES  
LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE  
BEYOND OUR CONTROL.

THIS IS YOUR INVOICE • DO NOT DESTROY  
SEE REVERSE SIDE FOR WARRANTY

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE# W77400

MIDDLETOWN  
HOME: [REDACTED]

NJ [REDACTED]

MIDDLETOWN  
HOME: [REDACTED]

NJ [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 1275 ADV: 477 JALLICK, INVOICE: PRELIM WAR C W FA  
TAX RULES: YY1MN INVOICED: 01/28/2003 16:31:14  
ODOMETER IN: 4882 OUT: 4885 DIST: TOY  
DATES BEGIN: 01/24/03 DONE: 01/28/03

VIN 5TDBT44AX3S [REDACTED] LICENSE NUMBER: NJ [REDACTED]  
03 TOYOTA SEQUOIA 4WD SRS 4DR SPTUTY

CONCERN 51 CUSTOMER STATES VSC OFF VSC TRAC AND BRK LIGHT IS ON  
CAUSE SEIZED  
CORRECTION REPLACED R/R CALIPER  
PART NUMBER PO# NOTE DESCRIPTION QTY SELL  
TOY 47730-34030 CYLINDER ASSY, DISC 1 156.91  
TOY 00475-1BF03 BRAKE FLUID 1 1.83  
PARTS: COUNT 2  
FACTORY TECH: 007 - ANDREACH, KEVIN  
CLAIM TYPE: 99 T2 CODE : 83 T1 CODE : 46  
FP-4773034030

OPERATION	TECH	HOURS	AMOUNT
473201Z	007	1.1	77.00

SUBTOTAL

PARTS	230.17
LAB-MECHANICAL	77.00
TOTAL CHARGE FOR CONCERN	307.17

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W77400  
PARTS 230.17  
LAB-MECHANICAL 77.00  
TOTAL CHARGE 307.17

PAYMENT DISTRIBUTION FOR INVOICE W77400  
TOTAL CHARGE 307.17  
FAC WARRANTY 307.17

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
CUS - CUSTOMERPAY  
IF YOU HAVE ANY QUESTIONS - PLEASE SEE M. RYAN JALLICK  
THANK YOU FOR SHOPPING MONMOUTH TOYOTA  
PLEASE BE SURE AND VISIT US ON THE WORLD WIDE WEB!  
[HTTP://WWW.MONMOUTHTOYOTA.COM](http://www.monmouthtoyota.com)

*farad copy  
5/28/03*

Thank You

ONLINE SERVICE INVOICING BY LUCA... RECYCLABLE PAPER

TO REORDER FORMS OR SUPPLIES CALL 1-800-999-6348 EXT. 8050

LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SEE REVERSE SIDE FOR WARRANTY

4885

EXPRESS     CREDIT CARD     WARRANTY  
 PRELIMINARY ESTIMATE    REVISED ESTIMATE  
 \$    \$  
 THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS AND LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP.  
 PHONE NO.    TIME    DATE    OK'D BY

THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON THIS VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

TRANSMISSION SVC	COOLANT	SAFETY INSPECTION	BALANCE TIRES	ROTATE TIRES	TUNE UP	BRAKE SERVICE	AC SERVICE	FRONT-END ALIGN	1,000 MILE SERVICE	3,000 MILE SERVICE	7,500 MILE SERVICE	15,000 MILE SERVICE	22,500 MILE SERVICE	30,000 MILE SERVICE	45,000 MILE SERVICE	COMPLETE DETAIL	VALVE ADJUST	SERVICE A	SERVICE B	SERVICE C	

I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE PRICE TO COMPLETE THE REQUESTED REPAIRS.  
 DATE: \_\_\_\_\_  
 ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED     SAVE     DISCARD  
 I UNDERSTAND THAT THE SERVICES RECOMMENDED BELOW SHOULD BE DONE TO MY VEHICLE NOW OR IN THE NEAR FUTURE, BUT CHOOSE AT THIS TIME TO DECLINE THE RECOMMENDED WORK.  
 X \_\_\_\_\_ CUSTOMER'S SIGNATURE

INSTRUCTIONS ON WORK TO BE DONE

51 PAY TYPE: W	TECH	OPERATION	HRS
CUSTOMER STATES VSC OFF VSC TRAC AND BRK LIGHT IS ON	OLH	FLG	FAILED PART
	RC	NET	CND AUTH
	TECH	OPERATION	HRS
	OLH	FLG	FAILED PART
	RC	NET	CND AUTH
	TECH	OPERATION	HRS
	OLH	FLG	FAILED PART
	RC	NET	CND AUTH
	TECH	OPERATION	HRS
	OLH	FLG	FAILED PART
	RC	NET	CND AUTH

\*\*RD 77400\*\*    \*TAG 1275\*    LIC: NJ NJS72R    SVC ADV: 477 M. RYAN JALLICK  
 03 \*\*VIN: 5TDBT44AX 3S [REDACTED]  
 TOYOTA    SEQUOIA  
 4WD SR5    4DR SPTUTY  
 LICENSE: NJ [REDACTED]    TRUCK

MIDDLETOWN  
 NJ [REDACTED]  
 HOME: [REDACTED]  
 WORK: [REDACTED]

ODOMETER: LAST: 3439 CURRENT: 4882  
 AVG PER DAY: 720 PER MONTH: 21600

DIST CODE: TOY

WARNING: POSSIBLE RECHECK 12/30/02

01/24/03 07:30:26

\*\*\*PROMISED DATE: 01/24/03 TIME: 1700\*\*\*



**TO OUR EAR'**

1. WRITE
2. LEAVE YOUR VEHICLE ON OUR LOT AND LOCKED.
3. PLACE YOUR KEYS IN THIS ENVELOPE.
4. DROP ENVELOPE IN MAIL SLOT IN SERVICE ENTRANCE DOOR.
5. SIGN ENVELOPE - IF ENVELOPE IS NOT SIGNED

WE CAN DO NO WORK ON VEHICLE.

**FOR N.J. INSPECTION/REINSPECTION - ENCLOSE VEHICLE REGISTRATION**

NAME [REDACTED] Mileage 4882  
 ADDRESS [REDACTED]  
 CITY Middleton State NJ Zip [REDACTED]  
 Home Phone [REDACTED]  
 Cell Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Need vehicle ready by? \_\_\_\_\_ : \_\_\_\_\_ AM 4:00 PM  
 Year 2003 Make & Model TOYOTA SEQUOIA Color GRAY

**USE THIS HANDY CHECK LIST**

- |   |   |
|---|---|
| <input type="checkbox"/> _____ MILE INSPECTION        | <input type="checkbox"/> _____ MILE DIAGNOSIS                       |
| <input type="checkbox"/> Chassis Lubrication          | <input type="checkbox"/> Replace Muffler                            |
| <input checked="" type="checkbox"/> Change Engine Oil | <input type="checkbox"/> Adjust Brakes                              |
| <input checked="" type="checkbox"/> Change Oil Filter | <input type="checkbox"/> Reline Brakes                              |
| <input type="checkbox"/> Change Transmission Oil      | <input type="checkbox"/> Balance Wheels                             |
| <input type="checkbox"/> Tune Engine                  | <input type="checkbox"/> Rotate Tires                               |
| <input type="checkbox"/> Front End Alignment          | <input checked="" type="checkbox"/> Other Work (Note Details Below) |

BRAKE LIGHT, VSC OFF, VSC TRAC LIGHT ON!  
Also recheck wheel sound, related?

USE REVERSE SIDE IF MORE ROOM IS NEEDED \*

Method of Payment:  VISA ( ) MC ( ) AMEX ( ) CASH ( ) PERSONAL CHECK

I authorize above work up to a limit of (circle one): \$50 \$250 \$500 \$1000 \$oil change/filter

NOTE: In the event the cost of providing the above specified services will exceed the dollar limit indicated, you will be contacted for approval.

**NO REPAIRS PERFORMED WITHOUT YOUR SIGNATURE**

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or materials for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.

ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED.  
 SAVE  DISCARD

Please Sign Here- [REDACTED]

Date 1/23/03

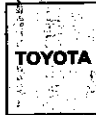
OVER 30 FRANCHISED LOCATIONS THROUGHOUT NEW JERSEY

# BOB CIASULLI AUTO GROUP

"WE TURN CUSTOMERS INTO FRIENDS"



**MONMOUTH CHRYSLER PLYMOUTH**  
700 & 750 ROUTE 36  
EATONTOWN, NJ 07724  
(732) 542-5500



**MONMOUTH TOYOTA**  
750 ROUTE 36  
EATONTOWN, NJ 07724  
(732) 544-1000



**MONMOUTH HONDA/JEEP**  
1085 ROUTE 88  
LAKEWOOD, NJ 08701  
(732) 370-9700



NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

THIS IS YOUR INVOICE - DO NOT DESTROY  
SEE REVERSE SIDE FOR WARRANTY

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW. X

INVOICE TO

DRIVER/OWNER INFORMATION INVOICE: W76065

MIDDLETOWN NJ  
HOME: [REDACTED]

MIDDLETOWN NJ  
HOME: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0585 ADV: 424 CRISAFULL INVOICE: PRELIM WAR W PC  
TAX RULES: YY1NN INVOICED: 12/30/2002 16:40:11  
ODOMETER IN: 3427 OUT: 3439 DIST: TOY  
DATES BEGIN: 12/30/02 DONE: 12/30/02

VIN 5TDBT44AX3S [REDACTED] LICENSE NUMBER: NJ [REDACTED]  
03 TOYOTA SEQUOIA 4WD SR5 4DR SFTUTY

CONCERN 51 CUST STATES THERE IS A NOISE LIKE ROTATIONAL RUBBING WHEN MOVING  
CAUSE COULDN'T CONFIRM  
CORRECTION ROADTESTED & THEN AGAIN WITH SERVICE MANAGER - WE COULDN'T CONFIRM  
COMMENT THIS COMPLAINT TODAY - INSPECTION FOUND NOTHING OUT OF ORDINARY  
FACTORY TECH: 430 - CASCIO, LOUIS  
CLAIM TYPE: 99 T2 CODE : 99 T1 CODE : 99

OPERATION	TECH	HOURS	AMOUNT
51	430	.0	.00

TYPE: W

SUBTOTAL  
TOTAL CHARGE FOR CONCERN .00

SUMMARY OF CHARGES FOR INVOICE W76065  
TOTAL CHARGE .00

GRAND TOTALS

PAYMENT DISTRIBUTION FOR INVOICE W76065  
FAC WARRANTY .00  
TOTAL CHARGE .00

IF YOU HAVE ANY QUESTIONS - PLEASE SEE PAMELA CRISAFULLI  
THANK YOU FOR SHOPPING MONMOUTH TOYOTA  
PLEASE BE SURE AND VISIT US ON THE WORLD WIDE WEB!  
[HTTP://WWW.MONMOUTHTOYOTA.COM](http://www.monmouthtoyota.com)

PAGE 1  
LAST PAGE

Thank You

ONLINE SERVICE INVOICING BY [REDACTED]

TO MEMBER FORMS OR CALL 1-800-998-6348 EXT. 8659

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SEE REVERSE SIDE FOR WARRANTY

3439

MILEAGE OUT

CASH  CHECK  MASTERCARD  VISA  
 AMEX EXPRESS  BOB CUSULLI CREDIT CARD  EXTENDED WARRANTY

PRELIMINARY ESTIMATE \$ \_\_\_\_\_ REVISED ESTIMATE \$ \_\_\_\_\_  
 THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS AND LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP.

PHONE NO. \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_ OK'D BY \_\_\_\_\_

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE  
 I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON BELOW VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

DATE \_\_\_\_\_ X \_\_\_\_\_  
 ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED  SAVE  DISCARD  
 I UNDERSTAND THAT THE SERVICES RECOMMENDED BELOW SHOULD BE DONE TO MY VEHICLE NOW OR IN THE NEAR FUTURE, BUT CHOOSE AT THIS TIME TO DECLINE THE RECOMMENDED WORK.

X \_\_\_\_\_  
 CUSTOMER'S SIGNATURE

LOF	TRANSMISSION SVC	COOLANT	SAFETY INSPECTION	BALANCE TIRES	ROTATE TIRES	TUNE UP	BRAKE SERVICE	A/C SERVICE	FRONT-END ALIGN	1,000 MILE SERVICE	3,000 MILE SERVICE	7,500 MILE SERVICE	15,000 MILE SERVICE	22,500 MILE SERVICE	30,000 MILE SERVICE	45,000 MILE SERVICE	COMPLETE DETAIL	VALVE ADJUST	SERVICE A	SERVICE B	SERVICE C	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23

INSTRUCTIONS ON WORK TO BE DONE

51\* PAY TYPE: W  
 CUST STATES THERE IS A NOISE LIKE  
 ROTATIONAL RUBBING WHEN MOVING

TECH			OPERATION			HRS		
OLH			FLG			FAILED PART		
RC		NET		CND		AUTH		
TECH			OPERATION			HRS		
OLH			FLG			FAILED PART		
RC		NET		CND		AUTH		
TECH			OPERATION			HRS		
OLH			FLG			FAILED PART		
RC		NET		CND		AUTH		
TECH			OPERATION			HRS		
OLH			FLG			FAILED PART		
RC		NET		CND		AUTH		

\*\*RD 76065\*\* \*TAG 0585\* LIC: NJ NJS72R SVC ADV: 424 PAMELA CRISAFULLI

03 \*\*VIN: 5TDBT44AX 3S

TOYOTA SEQUOIA  
 4WD SR5 4DR SPTUTY  
 LICENSE: NJ

TRUCK

ODOMETER:

CURRENT: ~~3200~~  
 3427

HOME: \_\_\_\_\_  
 WORK: \_\_\_\_\_

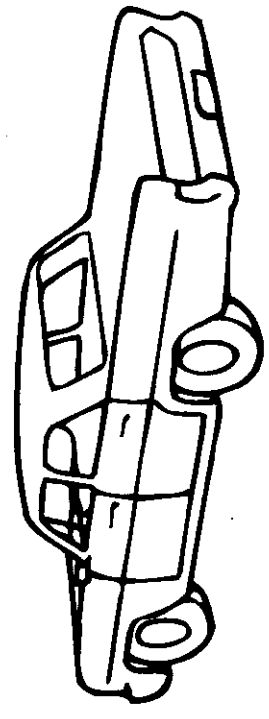
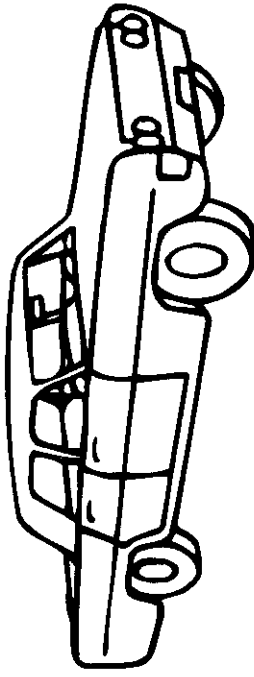
DIST CODE: TOY

255 NOTE: FIRST VISIT

12/30/02 08:30:48

\*\*\*PROMISED DATE: 12/30/02 TIME: 1700\*\*\*

PRICE	MECHANIC'S FINDINGS AND REMARKS	ELAPSED TIME	TIME CLOCK
	MECHANIC'S NAME & NUMBER Buro Test for Geni. Adjust Clutch with Dab Comp Air		OFF
	Ch Thr. Specter Bands Adjust Age AME. OK		ON
	ROAD TEST w/ Tech Geni. could not duplicate cust concern		OFF
	MECHANIC'S NAME & NUMBER of rotational noise		ON
			OFF
			ON
			OFF
			ON
	MECHANIC'S NAME & NUMBER		OFF
			ON
			OFF
			ON



AGS



MERRICK J. MOUTON and  
DIANNA P. MOUTON

27<sup>TH</sup> JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO.: 03-C-4249-B

COURVELLE TOYOTA SALES &  
SERVICE, INC. and TOYOTA  
MOTOR SALES, U.S.A., INC.

ST. LANDRY PARISH, LOUISIANA

\*\*\*\*\*

**PETITION FOR REDHIBITION AND DAMAGES**

NOW INTO COURT, through undersigned counsel, comes petitioners, MERRICK J. MOUTON and DIANNA P. MOUTON, residents of the lawful age of majority domiciled in Lafayette Parish, State of Louisiana, who now petitions this Honorable Court as follows:

1.

Made defendants herein are the following persons and/or entities who are justly and truly indebted onto Petitioners, jointly and *in solido*, in a full and true sum as is reasonable in the premises, together with legal interest therein from the date of judicial demand until paid, and for all other just and equitable relief to which petitioners may be entitled:

- (A) COURVELLE TOYOTA SALES & SERVICE, INC., a business corporation doing business in the Parish of St. Landry, State of Louisiana, who may be served through its Registered Agent for Service Aaron B. Courvelle, Jr., 1826 Edwards St., Opelousas, LA 70570; and
- (B) TOYOTA MOTOR SALES, U.S.A., INC., a foreign corporation doing business in the Parish of St. Landry, State of Louisiana, who may be served through its Registered Agent for Service of Process, CSC of St. Tammany Parish, Inc., 225 St. Ann Drive, Mandeville, LA 70471

2.

On or about September 30, 2002, petitioners, MERRICK J. MOUTON and DIANNA P. MOUTON, entered into a Motor Vehicle Purchase Contract with defendant, COURVELLE TOYOTA SALES & SERVICE, INC., for the purchase of a 2003 Toyota Sequoia, Vehicle Identification Number 5TDZT34A43S142033 (hereinafter referred to as the "vehicle"). The purchase price was approximately \$37,588.00. Petitioners traded in their former vehicle and were given a credit of \$6,000.00.

OCT - 8

St. Landry Parish Clerk of Court's Office

Filed Sept 29 20 03

Albie L. Fontenot  
Clerk

03 SEP 29 PM 3:30

A TRUE COPY  
Albie L. Fontenot

3.

The purchase of the vehicle was accompanied by express warranties offered by defendant, TOYOTA MOTOR SALES, U.S.A., INC., and extending to Petitioners. These warranties were part of the basis of the bargain of Petitioners' contract for purchase of the vehicle.

4.

The basic warranty covered any repairs or replacements needed during the warranty period due to defects in factory materials or workmanship. Any required adjustments would also be made during the basic coverage period. All warranty repairs and adjustments, including parts and labor, were to be made at no charge. Additional warranties were set forth in the warranty booklet and the vehicle's Owners Manual.

5.

In fact, when delivered, the vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods. Within a short time after the purchase, Petitioners begin experiencing defective conditions with the vehicle. Certain defective conditions have occurred since purchase of the vehicle, including, but not limited to:

- (a) Vehicle spin and traction control (stabilization);
- (b) Electrical problems; and
- (c) Other defects to be proven at trial.

6.

Since the purchase of the vehicle, Petitioners have returned the vehicle to defendant, COURVELLE TOYOTA SALES & SERVICE, INC., for repairs on numerous occasions. Despite this prolonged period during which defendants were given the opportunity to repair the vehicle, the more significant and dangerous conditions were not repaired. Defendants failed to repair the vehicle so as to bring it into conformity with the warranties as is set forth hereinabove.

7.

The defects experienced by Petitioners with the vehicle substantially impaired its use, value, and safety. Despite Petitioners' repeated efforts to allow defendants the opportunity to repair the vehicle, many nonconforming and defective conditions were never repaired. From the date of its purchase, the vehicle continues to this day to have some or all of the non-

conformities described in Paragraph 5 above.

8.

Petitioners directly notified defendant, COURVELLE TOYOTA SALES & SERVICE, INC., of the defective conditions of the vehicle on numerous occasions. Petitioners believe and, upon information and belief avers, that the defendant COURVELLE TOYOTA SALES & SERVICE, INC. notified TOYOTA MOTOR SALES, U.S.A., INC. through a Toyota Motor Sales, U.S.A., Inc. representative. Defendants have failed and refused to buy back Petitioners' defective vehicle in accordance with Louisiana Law.

**FIRST CAUSE OF ACTION  
(WILLFUL VIOLATION OF THE LOUISIANA REDHIBITION LAWS)**

9.

Petitioners re-allege and incorporate by reference herein each and every allegation set forth in Paragraphs 2 through 8.

10.

The vehicle comes within a definition of "thing" as defined in Louisiana Civil Code Articles 2520, *et. seq.*

11.

Defendant, TOYOTA MOTOR SALES, U.S.A., INC., is a "manufacturer" as defined in Louisiana Civil Code Articles 2520, *et seq.*

12.

Defendant, COURVELLE TOYOTA SALES & SERVICE, INC., is a "seller" as defined in Louisiana Civil Code Articles 2520, *et. seq.*

13.

Petitioners are "buyers" as defined in Louisiana Civil Code Articles 2520. *et. seq.*

14.

The defects hereinabove described rendered the vehicle unmerchantable and unfit for the ordinary purposes for which it was to be used and meets the definition of a "redhibitory defect" as defined in Louisiana Civil Code Articles 2520, *et. seq.*

15.

From the time of its purchase and at all times thereafter, the vehicle failed to comply

with the express and implied warranties given by defendants in that the vehicle exhibited defects in materials and/or workmanship which substantially impaired its use, value, and safety. Defendants were adequately notified of these defects and given more than a reasonable number of opportunities and length of time to remedy these defects.

16.

The acts of defendants and each of them in refusing or failing to repair Petitioners' vehicle, so as to bring it into conformity with the express and implied warranties as more fully described hereinabove, deprive Petitioners of their rights guaranteed them under the express and implied warranties offered by defendants, and all of their rights guaranteed them under the provisions of the Louisiana redhibition laws. Defendants failed to repair Petitioners' defective vehicle within a reasonable time after learning that such vehicle was defective and did not conform to the express and implied warranties offered by the defendants. Moreover, despite numerous repair attempts which proved unsuccessful, defendants refused to reimburse Petitioners' purchase money.

17.

Petitioners have provided to defendants sufficient opportunity to repair the defective vehicle and have requested that the vehicle be replaced or their purchase money be reimbursed. Defendants have refused this demand and continue to refuse to replace the vehicle or reimburse Petitioners for their damages.

18.

Petitioners have performed each and every duty required of them under the terms of the warranty agreement and under the provisions of the Louisiana redhibition laws, except as may have been excused or prevented by the conduct of the defendants, as herein alleged. The vehicle has been defective since its delivery to Petitioners, and continues to be defective. The defective condition of the vehicle substantially impairs its use, value, and safety. Defendants refusal to repair, reimburse, replace or otherwise comply with the provisions of the Louisiana redhibition laws is willful, unreasonable, in bad faith, and otherwise in contravention of the Louisiana redhibition laws.

19.

As a direct and approximate result of defendants' willful violation of their obligations

under the Louisiana redhibition laws, Petitioners have suffered actual, consequential, and incidental damages, including, but not limited to money expended on the purchase of the vehicle, damages associated with the inconvenience associated with suffered as result of the complete failure of the vehicle to operate properly, the loss of use of the vehicle during weeks it has been in the garage for repairs, the costs of repairs related to these defects, loss of wages, and attorney's fees Petitioners have incurred and will continue to incur in order to protect their rights in this matter. Attorney's fees, loss of use, interests, and other damages continue to accrue.

20.

Under Louisiana Civil Code Articles 2520, *et. seq.*, Petitioners are entitled to recover a sum equal to the aggregate amount of costs and expenses, including attorney's fees, if Petitioners prevail in whole or in part. As a proximate result of the defendants' misconduct as alleged herein and in an effort to protect their rights and to enforce the terms of the agreement as more particularly set forth hereinabove, it has been necessary for Petitioners to employ the legal services of Davidson, Meaux, Sonnier & McElligott. Petitioners have incurred and continue to incur legal fees, costs, and expenses in connection therewith.

**SECOND CAUSE OF ACTION  
(VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT)**

21.

Petitioners re-allege and incorporate by reference as fully set forth herein each and every allegation contained in Paragraphs 1 through 20, inclusive.

22.

Petitioners are "consumers" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as "Warranty Act"), 15 U.S.C. Section 2301 (3).

23.

Defendants, TOYOTA MOTOR SALES, U.S.A., INC. and COURVELLE TOYOTA SALES & SERVICE, INC., are "suppliers" and "warrantors" as defined in the Warranty Act 15 U.S.C. Section 2301 (4) and (5).

24.

The vehicle hereinabove described is a "consumer product" as defined in the Warranty Act 15 U.S.C. Section 2301 (1).

25.

The express warranties more fully described hereinabove pertain to the vehicle is a "written warranty" as defined in the Warranty Act 15 U.S.C. 2301 (6).

26.

The actions of the defendants and each of them as hereinabove described, in failing to tender the vehicle to Petitioners free of defects and refusing to repair or replace the defective vehicle tendered to Petitioners constitutes a breach of the written and applied warranties covering the vehicle and it's a violation of the Magnuson-Moss Warranty Act.

27.

Petitioners have performed all things agreed to and required of them under the Purchase Agreement and warranty except as may be excused or prevented by the conduct of the defendants as herein alleged.

28.

Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. Section 2310 (d)(2), Petitioners are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on the actual time expended. As a proximate result of the misconduct of defendants as alleged herein, and in an effort to protect their rights and to enforce the terms of the agreement as more particularly set forth hereinabove, it has become necessary for Petitioners to employ the legal services of Davidson, Meaux, Sonnier & McElligott. Petitioners have incurred and will continue to incur legal fees, costs, and expenses in connection therewith.

**THIRD CAUSE OF ACTION  
(NEGLIGENT REPAIR)**

29.

Petitioners re-allege and incorporate herein by reference each and every allegation set forth in Paragraphs 1 through 28, inclusive. For purposes of this cause of action, the word "defendants" refers to TOYOTA MOTORS SALES, U.S.A., INC. and COURVELLE TOYOTA SALES & SERVICE, INC.

30.

On numerous occasions between September 30, 2002 and the present, Petitioners delivered the vehicle to COURVELLE TOYOTA SALES & SERVICE, INC. for repairs of the

defective conditions discovered under the express and implied warranty set forth hereinabove.

31.

On each occasion that Petitioners returned the vehicle for repairs, Petitioners are informed and believe and therefore, allege, that defendant, COURVELLE TOYOTA SALES & SERVICE, INC., attempted to repair the vehicle pursuant to its obligations under the express and implied warranties under the Louisiana redhibition and warranty laws. Defendant owed a duty of care to Petitioners to perform repairs on the vehicle in a good and workman like manner within a reasonable time. Defendant breached this duty.

32.

Defendant attempted repairs of Petitioners' vehicle were done so negligently, and carelessly, as to substantially impair the vehicle's use, value, and safety in its operation and use. At no repair attempt was Petitioners' vehicle fully and completely repaired by defendant, nor were many of the conditions of which Petitioners complained fixed or significantly improved by defendant's attempts at repair. Nonetheless, each time Petitioners picked up the vehicle after defendant's attempts of repair, defendant represented to Petitioners that the repairs were complete and Petitioners relied thereon.

33.

As a direct and proximate result of defendant's failure to repair the vehicle within a reasonable time or within a reasonable number of attempts, Petitioners were forced to drive a defective and dangerous vehicle in conducting their daily activities. As a further direct and proximate result of defendant's failure to repair the vehicle in a timely and workman like fashion, Petitioners were forced repeatedly to take the vehicle in for further repair attempts and to leave the vehicle for long periods of time at great inconvenience to them, and Petitioners sustained actual damages.

34.

The damages Petitioners have suffered are a direct and proximate result of defendants' negligence, including, but are not limited to the costs of repair, expenses associated with returning the vehicle for repeated repair attempts to defendants, loss of wages, and loss of use and damages.

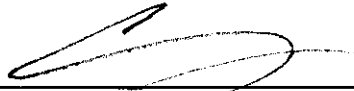
WHEREFORE, petitioners, MERRICK J. MOUTON and DIANNA P. MOUTON, pray that after the lapse of all legal delays and due proceedings are had, that there be judgment rendered herein in favor of petitioners, MERRICK J. MOUTON and DIANNA P. MOUTON, and against defendants COURVELLE TOYOTA SALES & SERVICE INC. and TOYOTA MOTOR SALES, U.S.A., INC., all jointly, severally, and *in solido* for the following:

- (a) Refunding the purchase price of the 2003 Toyota Sequoia, including all collateral cost at the time of the sale, any and all finance charges, damages together with applicable penalties and attorney's fees allowed by law, and with legal interest upon the entire sums of awarded on the date of judicial demand until paid and for all costs of these proceedings;
- (b) A judgment herein in favor of Petitioners and against the Defendants, all jointly and *in solido*, for all damages and expenses sustained by Petitioners together with the applicable penalties and attorney's fees allowed by law, and with legal interest upon the entire sums awarded from the date of judicial demand until paid and for all costs of these proceedings;
- (c) For such other and further relief as the Court deems just and proper under the circumstances.

AND FOR ALL GENERAL AND EQUITABLE RELIEF, ETC.

Respectfully submitted:

**DAVIDSON, MEAUX, SONNIER  
& McELIGOTT**

  
MARK C. ANDRUS (#2483)  
CHRISTOPHER J. PIASECKI (#25827)  
810 S. Buchanan St.  
Post Office Drawer 2908  
Lafayette, LA 70502-2908  
Telephone: (337)237-1660  
Telecopier: (337)237-3676

ATTORNEYS FOR MERRICK J. MOUTON and  
DIANNA P. MOUTON

**PLEASE SERVE:**

COURVELLE TOYOTA SALES & SERVICE, INC., through its Registered Agent for Service  
Aaron B. Courville, Jr., 1826 Edwards St., Opelousas, LA 70570

**PLEASE SERVE VIA**

TOYOTA MOTOR SALES, U.S.A., INC., through its Registered Agent for Service of Process,  
CSC of St. Tammany Parish, Inc., 225 St. Ann Drive, Mandeville, LA 70471

St. Landry Parish Clerk of Court's Office

Filed Sept - 29th 2003

Alvise L. Fontenot

Alvise L. Fontenot



MERRICK J. MOUTON and  
DIANNA P. MOUTON

: 27<sup>TH</sup> JUDICIAL DISTRICT COURT

VERSUS

: DOCKET NO.: 03-C-4249-B

COURVELLE TOYOTA SALES &  
SERVICE, INC. and TOYOTA  
MOTOR SALES, U.S.A., INC.

: ST. LANDRY PARISH, LOUISIANA

\*\*\*\*\*


**REQUEST FOR NOTICE OF TRIAL DATE**

TO THE CLERK OF COURT OF THE TWENTY-SEVENTH JUDICIAL DISTRICT  
COURT IN AND FOR THE PARISH OF ST. LANDRY, LOUISIANA:

Please take notice that DAVIDSON, MEAUX, SONNIER, & McELIGOTT , attorneys  
for plaintiff, do hereby request written notice of the date of trial of the above matter, as well as  
notice of hearings (whether on merits or otherwise), orders, judgments and interlocutory  
decrees, and any and all formal steps taken by the parties herein, the Judge or any member  
of Court, as provided in Louisiana Code of Civil Procedure of 1960, particularly Articles 1572,  
1913, and 1914.

Respectfully submitted,

**DAVIDSON, MEAUX, SONNIER,  
& McELIGOTT**

  
\_\_\_\_\_  
MARK C. ANDRUS (#2483)  
CHRISTOPHER J. PIASECKI, #25827  
810 South Buchanan Street  
Post Office Drawer 2908  
Lafayette, LA 70502-2908  
Telephone: (337) 237-1660  
Telecopier: (337) 237-3676

ATTORNEYS FOR MERRICK J. MOUTON and  
DIANNA P. MOUTON

Sept. 29th 03  
Allene L. Fontenot

Allene L. Fontenot

[REDACTED]  
Lafayette, LA [REDACTED]

RECEIVED

OCT 31 2003

N.C.D.S

October 30, 2003

Barbara Willingham  
National Center for Dispute Settlement  
2777 Stemmons Freeway  
Suite 1452  
Dallas, TX 75207

RE: Case 6003224

Dear Barbara,

This letter is a follow up to your correspondence dated October 20, 2003. Your letter requested any additional documents be forward to you. Therefore, please accept the following.

Enclosed is a letter from [REDACTED] that confirms that [REDACTED] is employed part time for only 3 days each week. During these 3 days the vehicle is used to go to the office and other appointments. Since the vehicle is used 3 days, 8-5 each day, the maximum total hours possibly used for business purpose is 27 hours (9 hours x 3 days). The total time in a week is 168 hours. Therefore, the maximum time the vehicle can be utilized for business purposes is 16% (27/ 168). Also enclosed is a copy of the title that shows the vehicle is owned by Dianna Mouton personally and not by a business. There can be no doubt that this is a private vehicle that is primarily used for personal use.

I would also like to highlight that the service manager, Wade Ray stated to me on a few occasions that the Traction Control (T.C.) and Vehicle Skid Control (V.S.C.) are designed to fail. If there is a problem with a component the T.C. system and V.S.C. will shut completely off and no longer function.

One of the reasons I purchased this vehicle is because of the safety features of the T.C. and V.S.C. systems. Louisiana is known for a high amount of yearly rainfall and the low quality of roads. Also there is the well-documented concern about SUV's and the high instance of rollovers. The T.C. and V.S.C. safety features were important to us as my wife and 2 children would primarily be in the vehicle. Now I am told that these safety features are designed to fail. I cannot accept that my wife and children must assume the liability of operating the vehicle with continual failure of the T.C. and V.S.C. systems.

Wade Ray also told me that one of the reasons that the T.C. and V.S.C. systems failed is because the gas cap was not on tight. Furthermore, I was told that this was in the operator's manual. There were 5 instances when these safety features failed. Every time the following indicator lights came on, Check Engine, Traction Off and V.S.C. Trac. Reference the attached

copy of page 34 of the Sequoia Owner's manual. It does say the malfunction indicator lamp (check engine) comes on but does not say that the T.C. and V.S.C. warning lights would. Also stated in the manual is the indicator lamp goes off after driving several times. Not once on the 5 separate failures did any of the three indicator lights ever go off before the vehicle was brought in. (Note: In the first instance the car was not driven to the dealership, but a service tech came to Lafayette to repair). I do not believe these failures can be considered normal but must be acknowledged as non-conforming failures.

For additional evidence of my frustration and attempts to resolve this issue please reference the copy of my letter to A.B. Courville dated September 9, 2003. In the letter I discuss my concerns over this liability and even offered to trade-in my vehicle and pay \$3,000 for a different Sequoia. I requested a written response, but to date I have not received any. I cannot believe that Toyota Motor Corp. and its dealership accepted the exposure of liability by not replacing this obviously defective vehicle.

There is an additional problem with chronic "creaking" in the dash. This problem is intermittent and comes and goes. However, the pattern is that the noise is more prevalent in cooler temperatures such as early mornings or when raining. This problem was serviced in conjunction with the T.C. and V.S.C. failures on July 10, 2003.

On October 13<sup>th</sup> and 27<sup>th</sup>, [REDACTED] called Courville's Service Department and asked to make an appointment. She was told they were busy, had no rental car available and they could not get to it until Thursday. On Wednesday, October 29<sup>th</sup> she drove to the dealership but Wade Ray refused to take the car in for service, as the problem could not be duplicated. While a rattle in the dash is irritating and annoying, it does not approach the level of seriousness as the already mentioned failures of the safety features. I only bring it up because of your request for information and it's probability of being discussed in the future.

I have assumed that you have all my previously sent material. If you have any questions please feel free to contact me at [REDACTED], ext.312.

Regards,  
[REDACTED]

[REDACTED]  
Lafayette, LA [REDACTED]

September 9, 2003

A. B. Courvelle  
Courvelle Toyota  
706 N. Main  
Opelousas, LA 70570

Mr. Courvelle,

This letter is in regards to the significant problems with my Toyota Sequoia. As discussed, my wife and I no longer have any confidence in the reliability and safety of this vehicle. I am highly concerned with the liability of placing my family in a vehicle which experiences continual failure of the Traction Control and Vehicle Stability Control systems.

On Friday, September 12, 2003, I spoke with you on the phone and offered to trade this vehicle along with \$3,000.00 for a 2004 similarly equipped Toyota Sequoia. Since that date, as a follow up I have spoken with you, Wade Ray (Service Manager) and your Sales Manager. However, I still do not have a response to this offer. Once again I ask you to consider my offer to get my family out of this vehicle. If I do not receive a written response by 10:00 am Sept 24, 2003, I will assume that you and Toyota do not desire to resolve this situation amicably.

Please contact me at [REDACTED] if you have any questions.

[REDACTED]

# CERTIFICATE OF TITLE

## STATE OF LOUISIANA DEPARTMENT OF PUBLIC SAFETY - OFFICE OF MOTOR VEHICLES

VIN 5TDZT34A43S [REDACTED]				TITLE NUMBER [REDACTED]		DATE ISSUED 10/15/2002	
MAKE TOYT	MODEL SEQ	BODY LL	COLOR WHI	YR 2003	DATE ACQUIRED 09/30/2002	ODDMETER 15	N/I N

\* \* MAIL TO \* \*

IBERIA BANK

PO BOX 12440  
NEW IBERIA LA

70562

\* \* OWNER \* \*

[REDACTED]  
LAFAYETTE LA

(LIEN)

DATE

IBERIA BANK  
PO BOX 12440  
NEW IBERIA LA

10/14/2002

70562

First Lien Released

AUG 1 1 2003

IBERIA BANK

By

*[Signature]*  
Authorized Representative

Second Lien Released

Date

By

Lienholder

Authorized Representative

The undersigned as Vehicle Commissioner of the State of Louisiana, certifies that the applicant named herein has been duly registered in this office as owner of the motor vehicle described, pursuant to the laws of the State of Louisiana, subject to the mortgages and encumbrances, if any, herein set forth.

In witness whereof, I have affixed my signature at Baton Rouge.

*[Signature]*  
Key Hodges



FORM

3014

G 436

DPSMV 1687 (R10/03)

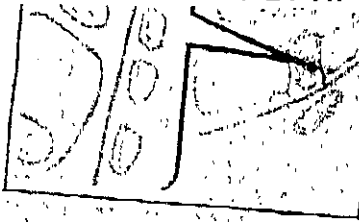
ANY ALTERATION OR ERASURE VOIDS THIS TITLE

KEEP IN SAFE PLACE

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

Electric moo



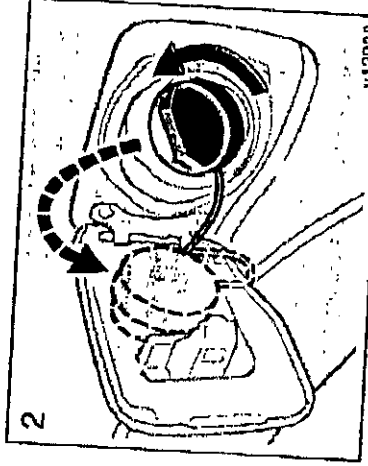
Sliding operation



Tilting operation

**CAUTION**

- Make sure the cap is tightened securely to prevent fuel spillage in case of an accident.
- Use only a genuine Toyota fuel tank cap for replacement. It is designed to regulate fuel tank pressure.

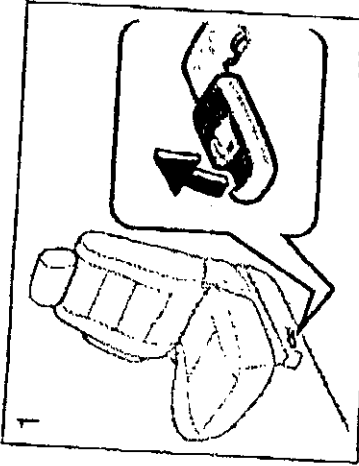


u12038

2. To remove the fuel tank cap, turn the cap slowly counterclockwise, then pause slightly before removing it. After removing the cap, hang it on the cap hanger.

It is not unusual to hear a slight swoosh when the cap is opened. When installing, turn the cap clockwise till you hear a click.

If the cap is not tightened securely, the malfunction indicator lamp comes on. Make sure the cap is tightened securely. The indicator lamp goes off after driving several times. If the indicator lamp does not go off, contact your Toyota dealer as soon as possible.



u12037

1. To open the fuel filler door, pull the lever.

When refueling, turn off the engine.

**CAUTION**

- Do not smoke, cause sparks or allow open flames when refueling. The fumes are flammable.
- When opening the cap, do not remove the cap quickly. In hot weather, fuel under pressure could cause injury by spraying out of the filler neck if the cap is suddenly removed.



**National Center for Dispute Settlement**

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

October 6, 2003

[REDACTED]

Lafayette, LA [REDACTED]

RE: CASE: # 6003224

Dear Mr. [REDACTED]

Your request for arbitration within the Toyota Dispute Settlement Program has been received. Your application for arbitration states that your vehicle is used for business purposes 60% of the time. The arbitration process does not have jurisdiction on service issues related to vehicles that are used for business purposes. Therefore, your claim is not eligible for the arbitration process.

Although we are unable to assist you with this matter, we are pleased that you took the time to explore this situation with us.

Sincerely,

Barbara Willingham  
Case Administrator

cc: Gulf States Toyota Distributors, Inc.



**National Center for Dispute Settlement**

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

October 20, 2003

[REDACTED]

Lafayette, LA [REDACTED]

RE: CASE # 6003224

Dear Mr. [REDACTED]

We have received your letter dated October 16, 2003, in which you state that you would like to appeal the eligibility of the above referenced case. We will forward the information to the Three-Person Panel for their review at their next Board hearing, which is scheduled for **November 4, 2003**.

By a copy of this letter, we will notify the Manufacturer of your appeal and will request any additional documentation be forwarded to the National Center for Dispute Settlement (NCDS) by **November 3, 2003**, in order to be considered when determining eligibility.

Sincerely,

Barbara Willingham  
Case Administrator

cc: Gulf States Toyota Distributors, Inc.





**National Center for Dispute Settlement**

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

October 31, 2003

[REDACTED]

Lafayette, LA [REDACTED]

RE: CASE #6003224

Dear Mr. [REDACTED]

We received your information on October 31, 2003. Please be advised we will make this a part of the file, as well as forward copies to the Manufacturer and the Board.

Sincerely,

Barbara Willingham  
Case Administrator

cc: Gulf States Toyota Distributors, Inc.  
Board Members

[REDACTED]  
Lafayette, LA [REDACTED]

September 9, 2003

A. B. Courvelle  
Courvelle Toyota  
706 N. Main  
Opelousas, LA 70570

Mr. Courvelle,

This letter is in regards to the significant problems with my Toyota Sequoia. As discussed, my wife and I no longer have any confidence in the reliability and safety of this vehicle. I am highly concerned with the liability of placing my family in a vehicle which experiences continual failure of the Traction Control and Vehicle Stability Control systems.

On Friday, September 12, 2003, I spoke with you on the phone and offered to trade this vehicle along with \$3,000.00 for a 2004 similarly equipped Toyota Sequoia. Since that date, as a follow up I have spoken with you, Wade Ray (Service Manager) and your Sales Manager. However, I still do not have a response to this offer. Once again I ask you to consider my offer to get my family out of this vehicle. If I do not receive a written response by 10:00 am Sept 24, 2003, I will assume that you and Toyota do not desire to resolve this situation amicably.

Please contact me at [REDACTED] if you have any questions.

[REDACTED]

RECEIVED  
SEP 29 2003  
N.C.D.S.

FROM [REDACTED]

FAX NO. [REDACTED]

Oct. 16 2003 12:35PM P2

RECEIVED

October 16, 2003

OCT 16 2003

N.C.D.S.

Barbara Willingham, Case Administrator  
National Center for Dispute Settlement  
277 Stemmons Freeway  
Suite 1452  
Dallas, TX 75207

RE: Case # 6003224

Dear Mrs. Willingham,

I am in receipt of your letter dated October 6, 2003 denying my right to arbitration. After I submitted the information to NCDS I received a call from someone (I do not remember her name) at NCDS to clarify the business use. During that conversation I explained that I estimated the 60% based on mileage and NOT time utilized.

Your letter stated that arbitration does not have jurisdiction because "your vehicle is used for business purposes 60% of the time." However this is not the case. My wife operates this vehicle and she works part time. Her work schedule is not more than 3 days per week. Utilizing a time basis the vehicle is use 3 out of 7 days or 43% of the time. I must also point out that your application does not specifically ask for time used.

Therefore, I am requesting that my application be reconsidered with the correct understanding that the vehicle is used for business purposes only 43% of the time. If arbitration does not have jurisdiction on vehicles with any business use, please provide a written response.

If you have any question please contact me at [REDACTED]

[REDACTED]

FROM : Performance Medical Group

FAX NO. : 3372329143

Oct. 06 2003 09:26AM P2

FOR NCDS USE

Customer Claim Form

CASE NUMBER: [REDACTED]

CUSTOMER NAME AND ADDRESS

Mr. [REDACTED] MI J. Last name [REDACTED]
City Lafayette State LA Zip code [REDACTED]
Day phone [REDACTED]

VEHICLE INFORMATION

Name(s) that appears on the vehicle title: Dianna Mouton
Is vehicle used for business? Partial for business purposes (percentage) 60 %
How many other vehicles are owned or leased by the business: 0
Make: Toyota Model: Sequoia Year: 2003 Current mileage: 22,600
Vehicle Identification Number 5TDLZ1T314JL431S [REDACTED]
Selling dealer and address: Courville Toyota, 706 N. Main, Opelousas, LA 70570
Dominant Servicing Dealer: Courville Toyota, 706 N. Main, Opelousas, LA 70570

If vehicle was purchased, complete the following

If vehicle was leased, complete the following

Purchase date: 9/30/02 Mileage at purchase: 15
Lease date: Mileage at lease:
Purchased as (check): [X] new [ ] used [ ] demo [ ] fleet
Leased as (check): [ ] new [ ] demo [ ] fleet
Are your loan payments current? [X] YES [ ] NO
Are your lease payments current? [ ] YES [ ] NO
Is the vehicle in your possession? [X] YES [ ] NO
Is the vehicle in your possession? [ ] YES [ ] NO
Lienholder's name & address:
Leasing company's name & address:
Account number:
Account number:
Lienholder's phone number: ( )
Leasing company's phone number: ( )

VEHICLE PROBLEM(S)

Table with 4 columns: Problem, List dealer(s) which have repaired or attempted repair, List the date, mileage, and repair order number for each repair attempt, Does the problem currently exist? (Circle)

Has the vehicle been involved in an accident? [ ] YES [X] NO

If YES, give date of accident: Specify damaged area:

Resolution Sought:

Replace Vehicle

RECEIVED

OCT 06 2003

N.C.D.S.

Return all copies of this form to:

National Center for Dispute Settlement
P.O. Box 581109
Dallas, TX 75358-1109

9/26/03
DATE

FROM :

FAX NO. [REDACTED]

Oct. 06 2003 09:26AM P1

[REDACTED]

Lafayette, LA [REDACTED]

[REDACTED]

TO: BARBARA Williams ham

FROM: [REDACTED]

DATE: 10/6/03

TOTAL OF PAGES W/ COVER: 2

NOTES/COMMENTS:

Here is the completed Customer Claim Form. The lienholder has been PAID off. Please let me know if you have ANY Questions.

REGARDS,

[REDACTED]



**National Center for Dispute Settlement**

2777 Stemmons Freeway • Suite 1452

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

November 7, 2003

[Redacted]

Lafayette, LA [Redacted]

RE: Case # 6003224

Dear Mr. [Redacted]

The Three-Member Arbitration Board met on November 4, 2003, to consider your appeal for the eligibility of your case in the Dispute Settlement Program, as administered by the National Center for Dispute Settlement (NCDS).

By direction of that Three-Member Panel, we are enclosing their decision.

Sincerely,

Barbara Willingham  
Case Administrator

Enclosures: as noted

cc: Gulf States Toyota Distributors, Inc.

## NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of  
Arbitration Between  
Mr. Merrick J. Mouton  
("Customer(s)")  
and

Toyota Motor Sales,  
U.S.A., Inc.  
("Toyota")

**DECISION**  
**Case #6003224**

A Three Person Panel consisting of Ed Hester, Linda Kreder and Richard Bee, was appointed to hear and determine disputes, which had arisen between the Customer(s), Mr. Merrick J. Mouton and Toyota.

By a letter dated October 20, 2003, the Panel advised the parties that a hearing to determine eligibility would be conducted on November 4, 2003.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on October 6, 2003, and may be summarized as follows:

The Customer stated that there are concerns with the vehicle stabilization and traction control.

The Customer requests that the Board review the eligibility of the vehicle to participate in the Arbitration process.

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer's new vehicle warranty and the applicable warranty law including the applicable State Statute commonly referred to as the "Lemon Law," and after due deliberations, We find and Award as follows:

DECISION:

Eligibility Review:

IN

OUT

(circle one)

We have reached this conclusion because the Customer failed to provide compelling evidence that less than 50% of the mileage put on the vehicle is for business purposes.



This constitutes our complete DECISION as to all the complaint(s) submitted to us for determination.

*Ed Hester*  
Ed Hester

11-4-03  
Date

*Linda Kreder*  
Linda Kreder

11-4-03  
Date

*R. Bee*  
Richard Bee

11.4.03  
Date

WARRANTIES ON THE PRODUCT SOLD HEREBY. THOSE MADE BY THE MANUFACTURER. THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I HEREBY AUTHORIZE THE EMPLOYEES OF COURVELLE TO BE DONE ALONG WITH THE NECESSARY PARTS AND MATERIALS. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO DRIVE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR OTHERWISE FOR THE PURPOSE OF TESTING AND/OR IN ALL I CERTIFY THAT I HAVE READ AND UNDERSTOOD THE "DISCLAIMER OF AGREEMENT" PROVISIONS ON THE REVERSE SIDE OF THIS INVOICE AND AGREE TO ALL OF THE CONDITIONS AS SO STATED. I ACKNOWLEDGE RECEIPT OF COPY THEREOF. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. NOTICE\* FOR CUSTOMERS CHARGING SERVICE REPAIRS, IF INVOICE IS NOT PAID ON 30 DAY NET, BELOW SIGNATURE AUTHORIZES A CREDIT BUREAU INVESTIGATION.

ORDER NO. 8773      ADDRESS: WAILE RAY      HAT NO. 3693      INVOICE DATE: 07/10/03      INVOICE NO. 10WS89981  
 LABOR RATE: 47.00      LICENSE NO.      MILEAGE: 765      COLOR: 7      STOCK NO. 23171  
 YEAR/MAKE/MODEL: 03/TOYOTA/SEQUOIA/SR5 4X2 SUV 8. CYL      DELIVERY DATE: 07/30/02      DELIVERY MILES: 15  
 F.T.E. NO.      P.O. NO.      R.O. DATE: 07/03/03      TYPE  
 COMMENTS

LABOR	DESCRIPTION	HOURS	TECH(S)	PRICE		
10.00	BODY ELECTRICAL	10.00	236	470.00		
	CK END LIGHT ON TRAC OFF LIGHT ON AND VSC LIGHT ON					
	REPLACED CHARCOAL CANISTER AND USV					
PARTS	NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	PRICE
	0910-12246	VALVE, VACUUM SWI	30.46	30.46	44.17	44.17
	5860-50100	VALVE ASSY, VACUU	39.55	39.55	57.35	57.35
	740-00011	CANISTER ASSY, CH	133.01	133.01	192.86	192.86
		COST TOTAL		203.02		
		TOTAL - PARTS				294.38
		LABOR				470.00
		PARTS				294.38
		JOB# 1 JOURNAL PREFIX TOWS				764.38
		R/O TAX				0.00
		R/O TOTALS				764.38

LABOR	PARTS	SUB LAB	SUB PART	GOG	MISC	TAX	TOTAL
470.00	294.38	0.00	0.00	0.00	0.00	0.00	764.38
0.00	294.38	0.00	0.00	0.00	0.00	0.00	764.38

# TOYOTA

SIGNATURE: \_\_\_\_\_  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

ANY WARRANTIES ON THE PRODUCT SOLD HERE ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

THE BUYER AGREES TO BE DONE ALONG WITH THE NECESSARY PARTS AND MATERIALS. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES THE RIGHT TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND REPAIRS. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE "CONDITIONS OF AGREEMENT" PROVISIONS ON THE REVERSE SIDE OF THIS INVOICE AND AGREE TO ALL OF THE CONDITIONS AS SO STATED. I ACKNOWLEDGE RECEIPT OF COPY THEREOF. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. NOTICE FOR CUSTOMERS CHARGING SERVICE REPAIRS, IF INVOICE IS NOT PAID ON 30 DAY NET, BELOW SIGNATURE AUTHORIZES A CREDIT BUREAU INVESTIGATION.

CUSTOMER NO.	NAME: RAY	3693	HAT NO. 572	MOBILE NO. 3703	INVOICE NO. 19
	LABOR RATE \$100	1295	SALES TAX	STOCK NO. 23474	
	YEAR/MAKE/MODEL	1997/SEQUOIA/SR5 4X2 SUV 8-CYL	DELIVERY DATE 07/02	DELIVERY MILES	
	SELLING DEALER NO.				
LAFAYETTE, LA	FTE NO.	EX. NO.	B.O. RATE 4.403		

CHANGES	DESCRIPTION	HOURS	TECH(S)	TOTAL
	AIR CONDIT. SYSTEM CHECK VSD AND TRAC OFF LIGHT STAY ON AND ENG LIGHT AND SPURLEM FOUND		391	0.00
	JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL			0.00
	BODY ELECTRICAL CHECK VSD AND TRAC OFF LIGHT STAY ON AND ENG LIGHT REPLACED GROUND WIRE FROM COMPUTER	2.00	391	0.00
	JOB# 2 JOURNAL PREFIX TOCS JOB# 2 TOTAL			0.00
	WAS NOT TESTED CHECK VSD AND TRAC OFF LIGHT STAY ON AND ENG LIGHT		391	0.00

# TOYOTA

JOB# 3 JOURNAL PREFIX TOCS JOB# 3 TOTAL	0.00
TOTAL LAEGR...	0.00
TOTAL PARTS...	0.00
TOTAL SURLET...	0.00
TOTAL G.O.G...	0.00
TOTAL MISC CHG...	0.00
TOTAL MISC DISB...	0.00
TOTAL TAX...	0.00
TOTAL INVOICE	0.00

FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

\*\*\*\*\*

DUPLICATE INVOICE \*\*\*\*\*

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I HEREBY AUTHORIZE MYSELF TO BE LISTED ALONG WITH THE PREVIOUSLY NAMED AND MAINTAINED I HEREBY AUTHORIZE MY EMPLOYEES PERMITTED TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR REPAIR. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE "CONDITIONS OF AGREEMENT" PROVISIONS ON THE REVERSE SIDE. I HEREBY AGREE TO ALL OF THE CONDITIONS AS SO FURTHER EXPLAINED HEREON. I AM NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. NOTICE: FOR CUSTOMERS CHARGING SERVICE REPAIRS, IF INVOICE IS NOT PAID ON 30 DAY NET, BELOW SIGNATURE AUTHORIZES A CREDIT BUREAU INVESTIGATION.

CUSTOMER NO. 8914  
 ADVISOR: WATIE RAY  
 HAT NO. 3693  
 MILEAGE 14756  
 INVOICE DATE 04/23/03  
 INVOICE NO. 100587331  
 LABOR RATE 87.00  
 LICENSE NO.  
 COLOR  
 STOCK NO. 23171  
 YEAR MAKE (MODEL) 03 TOYOTA/SEQUOIA/SR5 4X2 SUV 8 CYL.  
 DELIVERY DATE 07/30/02  
 DELIVERY MILES 15  
 VEHICLE ID NO. 7T34A13S14203  
 SELLING DEALER NO.  
 AUTHORIZATION CODE  
 F.T.E. NO.  
 P.O. NO.  
 R.O. DATE 04/16/03  
 TYPE  
 COMMENTS

LABOR CHARGES

LABOR # 22	BODY ELECTRICAL	HOURS: 2.00	TECH(S): 393	94.00
	ENGINE USE AND TRAC OFF LIGHT STAY ON AND ENG LIGHT			
	REPLACED GROUND WIRE FROM COMPUTER			
CLAIM # 105381				
LABOR				94.00
JOB# 2 JOURNAL PREFIX TONS			JOB# 2 TOTAL	94.00
			R/O TAX	0.00
			R/O TOTALS	94.00

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	LABOR...	PARTS...	SUB.LAB.	SUB.PART	GOS...	MISC...	TAX...	TOTAL...
105381	94.00	0.00	0.00	0.00	0.00	0.00	0.00	94.00
CLAIM	94.00	0.00	0.00	0.00	0.00	0.00	0.00	94.00

SIGNATURE  
 \*\*\*\*\* COURVILLE TOYOTA SALES & SERVICE, INC. \*\*\*\*\*  
**TOYOTA**

WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I HEREBY AUTHORIZE REPAIRS TO BE DONE ALONG WITH THE NECESSARY PARTS AND MATERIALS. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE "CONDITIONS OF AGREEMENT" PROVISIONS ON THE REVERSE SIDE OF THIS RECEIPT AND AGREE TO ALL OF THE CONDITIONS AS SO STATED. I ACKNOWLEDGE RECEIPT OF COPY THEREOF. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. NOTICE: FOR CUSTOMERS CHARGING SERVICE REPAIRS, IF INVOICE IS NOT PAID ON 30 DAY NET, BELOW SIGNATURE AUTHORIZES A CREDIT BUREAU INVESTIGATION.

VEHICLE NO.	PLATE NO. 3893	HAT NO. 1308	DATE 06/16/03	INVOICE NO. 588449
LABOR RATE 5.00	LICENSE NO.	MILEAGE 16709	STOCK NO. 23171	
YEAR/MAKE/MODEL 2003/TOYOTA/SEQUOIA/SR5 4X2 SUV B CY	DELIVERY DATE 07/30/02	DELIVERY MILES 15		
3 2 1 A 4 3 B	SELLING DEALER NO.	AUTHORIZATION CODE		
FTE NO.	PHONE NO.	RO DATE 06/16/03		

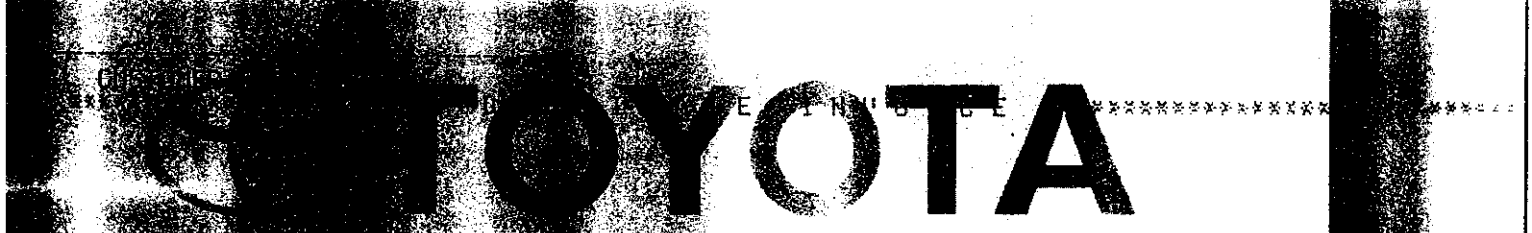
AFAYETTE, LA COMMENTS

1 CHARGES  
 10107 CHECK ENGINE LIGHT STAY ON TECH(S): 236 0.00  
 CUST. CAP LOOSE, TIGHTENED GAS CAP AND CLEARED CODES

1 TOTALS  
 JOB# 1 JOURNAL PAPERX TOCS JOB# 1 TOTAL 0.00

*****		TOTAL LABOR	0.00
*****		TOTAL PARTS	0.00
*****		TOTAL SUBLET	0.00
*****		TOTAL S.O.S.	0.00
*****		TOTAL MISC CHG.	0.00
*****		TOTAL MISC DISC	0.00
*****		TOTAL TAX	0.00
*****		TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!!



WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO HOLD HIMSELF OR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I HEREBY AUTHORIZE REPAIRS TO BE DONE ALONG WITH THE NECESSARY PARTS AND MATERIALS. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE "CONDITIONS OF AGREEMENT" PROVISIONS ON THE REVERSE SIDE OF THIS INVOICE AND AGREE TO ALL OF THE CONDITIONS AS SO STATED. I ACKNOWLEDGE RECEIPT OF COPY THEREOF. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.  
 NOTICE\* FOR CUSTOMERS CHARGING SERVICE REPAIRS, IF INVOICE IS NOT PAID ON 30 DAY NET, BELOW SIGNATURE AUTHORIZES A CREDIT BUREAU INVESTIGATION.

OWNER NO. [REDACTED] MAKE RAY HAT NO. 1614 INVOICE DATE 07/10/03 INVOICE NO. T00388938  
 LABOR RATE 5.00 LICENSE NO. [REDACTED] MILEAGE 93 COLOR [REDACTED] STOCK NO. 23171  
 YEAR/MAKE/MODEL 02/TOYOTA/SEQUOIA/SR5 4X2 SUV 8 CYL DELIVERY DATE 07/30/02 DELIVERY MILES 15  
 FTE NO. [REDACTED] SELLING DEALER NO. [REDACTED] AUTHORIZATION CODE [REDACTED]  
 R.O. DATE 07/10/03  
 COMMENTS [REDACTED]

REPAIR	INTERIOR TRIM	HOURS:	TECH(S):	0.00
	REPAIR IN DASH AROUND RADIO		(5) 15917	
	ADDITIONAL RADIO			
*****				
	JOB# 1 JOURNAL PREFIX T005	JOB# 1	TOTAL	0.00
*****				
	CK NO. 1		TOTAL LABOR	0.00
	DISCOVER		TOTAL PARTS	0.00
	CHARGE		TOTAL SUPPL	0.00
			TOTAL G.O.S	0.00
			TOTAL MISC CHRG	0.00
			TOTAL MISC DEBT	0.00
			TOTAL TAX	0.00
			TOTAL INVOICE \$	0.00

# TOYOTA

WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO MAKE FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I HEREBY AUTHORIZE REPAIRS TO BE DONE ALONG WITH THE NECESSARY PARTS AND MATERIALS. I HEREBY GRANT YOU AND YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE "CONDITIONS OF AGREEMENT" PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND AGREE TO ALL OF THE CONDITIONS AS SO STATED. I ACKNOWLEDGE RECEIPT OF COPY THEREOF AND AGREE TO ALL OF THE CONDITIONS AS SO STATED. I AGREE TO WAIVE OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. NOTICE: FOR CUSTOMERS CHARGING SERVICE REPAIRS, IF INVOICE IS NOT PAID ON 30 DAY NET, BELOW SIGNATURE AUTHORIZES A CREDIT BUREAU INVESTIGATION.

OWNER NO. [REDACTED] NAME: WADE RAY HAT NO. 2251 INVOICE NO. 09709703 CLIENT OR OWNER'S SIGNATURE [REDACTED]

LABOR RATE: 5.00 LICENSE NO. [REDACTED] MILEAGE: 21765 COLOR: [REDACTED] STOCK NO. 23171

YEAR MAKE MODEL: 1995 TOYOTA/SEQUOIA/SR5 4X2 SUV 8 CYL DELIVERY DATE: 07/30/02 DELIVERY MILES: 15

SELLING DEALER NO. [REDACTED] AUTHORIZATION CODE: [REDACTED]

F.T.E. NO. [REDACTED] P.O. No. [REDACTED] R.O. DATE: 07/03/03 TYPE: [REDACTED]

COMMENTS: [REDACTED]

WORK ORDER NO. [REDACTED] HOURS: 10.00 TECH(S): 236

REPAIRED CHARGES: [REDACTED] WASC LIGHT ON AND VSC LIGHT ON

PT. NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	VALVE, VACUUM SWI		WARRANTY
1	VALVE ASSY, VACUU		WARRANTY
1	CANISTER ASSY, CH		WARRANTY
TOTAL - PARTS			0.00
@ 1.750 /UNIT			
TOTAL - GGG			12.25
G.O.G.			12.25
JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL			12.25

WORK ORDER NO. [REDACTED] HOURS: [REDACTED] TECH(S): 5813

REPAIRED CHARGES: [REDACTED] WASC TIRE PRESSURE

DESCRIPTION	UNIT PRICE	WARRANTY
ELEMENT, VAC AIR	16.50	16.50
Oil Filter	4.25	4.25
TOTAL - PARTS		20.75

HAZARDOUS WASTE CONTROL NO. [REDACTED]

TOTAL - MISC 1.00

LABOR	10.36
PARTS	20.75
MISC	1.00
JOB# 2 JOURNAL PREFIX TOCS JOB# 2 TOTAL	32.11

WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO HOLD ME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I HEREBY AUTHORIZE REPAIRS TO BE DONE ALONG WITH THE NECESSARY PARTS AND MATERIALS. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTING THE REVERSE SIDE OF THIS INVOICE. I AGREE TO ALL OF THE CONDITIONS AS SO ENDED. I ACKNOWLEDGE RECEIPT OF COPY THEREOF. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.  
 NOTICE: FOR CUSTOMERS CHARGING SERVICE REPAIRS, IF INVOICE IS NOT PAID ON 30 DAY NET, BELOW SIGNATURE AUTHORIZES A CREDIT BUREAU INVESTIGATION.

ORDER NO. [REDACTED] ADVISOR WADE RAY 3693 HAT NO. 2251 INVOICE DATE 07/09/03 INVOICE NO. 100688881

LABOR RATE 55.00 LICENSE NO. [REDACTED] MILEAGE 21965 COLOR [REDACTED] STOCK NO. 23171

YEAR/MAKE/MODEL 03/TOYOTA/SEQUOIA/SR5 4X2 SUV 8 CYL DELIVER DATE 07/30/02 DELIVERY MILES 15

VEHICLE ID NO. [REDACTED] SELLING DEALER NO. [REDACTED] AUTHORIZATION CODE [REDACTED]

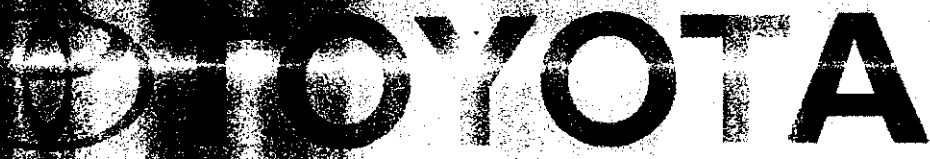
F.T.E. NO. [REDACTED] P.O. NO. [REDACTED] P.O. DATE 07/09/03 TYPE [REDACTED]

COMMENTS [REDACTED]

FAYETTE, LA [REDACTED]

*****	*****	TOTAL LABOR.....	10.36
[ ] CHECK [ ]	[ ]	TOTAL PARTS.....	20.75
[ ] MASTER CARD [ ] DISCOVER	[ ]	TOTAL SUBLET.....	0.00
[ ] AMEX [ ] OTHER [ ] CHARGE	[ ]	TOTAL G.O.G.....	12.25
*****	*****	TOTAL MISC CHG.....	1.00
		TOTAL MISC DISC.....	0.00
		TOTAL TAX.....	3.99
		TOTAL INVOICE \$	48.35

APPROVED SIGNATURE [REDACTED] DUPLICATE INVOICE \*\*\*\*\*





### Case Report - 200504110521

**Customer/Caller Summary:**

Customer Name/Address: [REDACTED]  
 [REDACTED]  
 Hermantown, MN [REDACTED]  
 Caller Phone: [REDACTED]  
 Caller Alt. Phone: [REDACTED]

**Case Summary:**

Case Title: Product; Abnormal Condition; Traction Control/VSC- Brakes; Warning Light On  
 Case Type: General  
 Contact Method: Phone  
 Cust Attitude: Concerned  
 Coding Type: Complaint  
 Category: Product  
 Problem Area: Abnormal Condition  
 Component: Traction Control/VSC- Brakes  
 Condition: Warning Light On  
 VIN: 5TDBT48A338 [REDACTED]  
 Dofu: 11/25/2002  
 Current Miles: 40000  
 Incident Miles: 40000  
 Model Year: 2003  
 Model Name: Sequoia  
 Region: Chicago  
 District: J  
 Dealer 1: Kolar Buick-Gmc Truck Inc, 22034  
 Selling Dealer: Kolar Buick-Gmc Truck Inc, 22034

**Case History:**

Customer Seeks: doc cnrn  
 CAC Stated: ncr apol & adv cust cnrn doc. adv if cnrn occur again to contact crm at dlr or 800 #. adv case #.

\*\*\* PHONE LOG 04/11/2005 10:00:37 AM MChowsanitphon  
 cust sts has had cnrn with vsc track light and vsc off light coming on 4 different times. sts each time the dlr has given cust a different explanation. sts is not satisfied with dlr explanations. sts the lights have come on at 4k, 8k, 11k, and 39k miles. sts lights are not currently on. sts has contacted a lawyer pertaining to lemon law.

\*\*\* CASE CLOSE 04/11/2005 10:00:42 AM MChowsanitphon  
 ncr apol & adv cust cnrn doc. adv if cnrn occur again to contact crm at dlr or 800 #. adv case #.

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Create	04/11/2005 09:53:04 AM	MChowsanitphon	Contact = [REDACTED] Priority = Customer, Status = Action CAC.
Modify	04/11/2005 10:00:37 AM	MChowsanitphon	into WIP default and Status of Action CAC.
Phone Log	04/11/2005 10:00:37 AM	MChowsanitphon	Start = 04/11/2005 09:53:04 AM, End = 04/11/2005 10:00:37 AM, Contact = Cynthia Reno.
Case Close	04/11/2005 10:00:42 AM	MChowsanitphon	Status = Closed, Resolution Code = Full, State = Open.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT  
Case Type - Contract

---

Cynthia Reno,

Plaintiff,

vs.

**COMPLAINT**

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

Defendant.

---

**LEGAL SERVICES**  
JUN - 6 2005  
**GROUP RECEIVED**

Plaintiff, Cynthia Reno ("Plaintiff"), as and for her cause of action against Defendant alleges as follows:

I.

At all times relevant herein, Plaintiff has resided at 3940 LaVaque Road, in the City of Hermantown, County of St. Louis, 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.

In November 2002, Plaintiff purchased a 2003 Toyota Sequoia from Defendant's authorized dealer. Said vehicle was manufactured by Defendant. The vehicle identification number for said vehicle is 5TDBT48A33S154966.

IV.

Plaintiff took delivery of the subject vehicle in November 2002.

V.

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

VI.

The warranty purchased by Plaintiff is 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 her new motor vehicle, Plaintiff experienced numerous warranted problems with her vehicle which substantially impair the vehicle's use and value to her. Said defects include, but are not necessarily limited to, VCS Trac and VCS Off light keep coming on causing vehicle's skid control to turn off. Said defects continue, and problems/defects continue to develop.

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

VIII.

Plaintiff realleges Paragraphs I through VII as though fully stated herein.

IX.

Plaintiff is a “consumer” as that term is defined under the Lemon Law. Defendant is a “manufacturer” as that term is defined in the Lemon Law.

X.

Plaintiff 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 Plaintiff.

XI.

Defendant failed to make the repairs necessary to conform Plaintiff’s vehicle to the applicable express warranty.

XII.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 2 and, therefore, Plaintiff is 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.

Plaintiff realleges Paragraphs I through XII as though fully set forth herein.

XIV.

Defendant is unable to conform Plaintiff’s new motor vehicle to the applicable express warranty by repairing or correcting the defects in Plaintiff’s motor vehicle.

XV.

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

XVI.

Defendant has made a reasonable number of attempts to repair Plaintiff's 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 Plaintiff 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.

Plaintiff realleges Paragraphs I through XVII as though fully set forth herein.

XIX.

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

XX.

Plaintiff is a "consumer" 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 Plaintiff's motor vehicle to its written/express warranty.


XXIII.

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

WHEREFORE, Plaintiff respectfully prays 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 her pre-judgment and post-judgment interest and all other costs the Court deems just.

Dated: 6/2/05

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

By   
Todd E. Gadtke, I.D. #276704  
Attorneys for Plaintiff  
5901 South Cedar Lake Road  
Minneapolis, MN 55416  
(952) 544-5501

**Case Report - 200312150309****Customer/Caller Summary:**

Customer Name/Address:

Camarillo , CA

Caller Phone:

Caller Alt. Phone:

**Case Summary:**

Case Title: Product; Recurring Condition; Traction Control/VSC- Brakes; Warning Light On  
Case Type: General  
Contact Method: Written  
Cust Attitude: Frustrated  
Coding Type: Complaint  
Category: Product  
Problem Area: Recurring Condition  
Component: Traction Control/VSC- Brakes  
Condition: Warning Light On  
VIN: 5TDZT34A93S  
Dofu: 10/22/2002  
Current Miles: 16500  
Incident Miles: 11052  
Model Year: 2003  
Model Name: Sequoia  
Region: Los Angeles  
District: 08  
Dealer 1: Dch Toyota Of Oxnard, 04066  
Selling Dealer: Dch Toyota Of Oxnard, 04066

**Case History:**

Customer Seeks: perm rpr of braking system/ VSC/TRAC light  
CAC Stated:

\*\*\* PHONE LOG 12/15/2003 09:22:49 AM Kwoods

LTR: cust sts purchd 03 sequoia 10/22/02 pd addtl \$431 fir supercare 5yr.sts brake light was out and rprd 05/29/03 11052mi sts after pick up VSC & trac light came on would not turn off.sts c/b svc Frank Jiminez advd no concern driving veh, sts 05/30 in parking lot went to stop brakes went to floor had to pump brakes to get veh to stop sts veh towed to dlr dlr pd towing, sts dlr kept veh 5days sts rprd computer chip sensor, sts a few days later the VSC TRAC light came>>

\*\*\* NOTES 12/15/2003 09:22:49 AM Kwoods

<<<on again.sts called dlr set appt to bring veh backveh back to dlr 11539mi sts dlr advd rplc of computer and a few more parts sts dlr kept veh several days but assured cust svc not causing addtl concerns.sts 09/30/2003 16168 mi to dlr per veh pulsated upon braking, sts sts dlr advd inspected bakes and they were fine,sts set appt to ride w/ mech.sts a few days later lights came back on,sts sts was advd can drive veh sts left veh was given loaner, advd dlr would call >>

\*\*\* NOTES 12/15/2003 09:27:11 AM Kwoods

<<<sts after 4days no one called sts called dlr found that concern was w/ braking system front rotors were replcaed advd nothing else wrong.sts picked up veh concerned persisted sts to toyota of Thousand Oaks who advd rotors warped needed to be turned and also balanced tires was advd appox \$300 for rpr was advd to take veh back to Toy of Oxnard cust fls toyota of Oxnard unable to properly rpr veh sts family veh concerned w/ safety sks perm rpr of cond sts hopes>>>

\*\*\* NOTES 12/15/2003 09:27:23 AM Kwoods

<<<concern can be resolved

\*\*\* NOTES 12/15/2003 09:33:22 AM Kwoods

ncr c/b cust l/m of ltr received advd cust to c/b cac

\*\*\* CASE CLOSE 12/15/2003 09:34:39 AM Kwoods

ncr c/b cust at l/m advsing ltr received NEXT REP: if cust c/b please probe if cust has gone back to Oxnard toyota after thousand oaks toyota advd rotors warped,probe crm involvement dlr open if necessary otherwise handle accordingly (poss PA if crm already involved and concern persists)

\*\* NOTES 12/17/2003 10:42:16 AM JOrozco

P/A: cust sts has had so many issues.w/ brakes she is not sure when are working correctly and when they

are not. cust sts brake pedal gradually goes down while sitting at red light in traffic. cust would like veh inspected by reg rep, cust sts all previous repairs only lasted a few weeks. cust is considering state lemon laws. ncr apol and adv someone will contact her w/i 3 bus days.

\*\*\* PHONE LOG 12/17/03 01:55:29 PM la5 Action Type: Outgoing call  
 No Previous Case>>> ATTN CRM - Please contact customer and address concerns. Please review case with your DSPM Evan Nelson if possible inspection or further diagnosis needed. A copy of case will be given to the DSPM.

\*\*\* CASE CLOSE 12/22/03 12:35:49 PM DLR04066  
 CUSTOMER WILL COME IN AND HAVE THE SERVICE MANAGER TAKE A RIDE WITH HER. SHE SAID SHE'S NOT SURE IF ANYTHING IS WRONG WITH HER VEHICLE, BUT BECAUSE SHE'S GETTING CLOSE TO HER WARRANTY EXPIRATION DATE SHE'S CONCERNED.

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Create	12/15/2003 08:32:58 AM	KWoods	Contact = [REDACTED] Priority = Customer, Status = Action CAC.
Modify	12/15/2003 09:22:49 AM	KWoods	into WIP default and Status of Action CAC.
Phone Log	12/15/2003 09:22:49 AM	KWoods	Start = 12/15/2003 08:32:58 AM, End = 12/15/2003 09:22:49 AM, Contact = [REDACTED]
Notes	12/15/2003 09:22:49 AM	KWoods	Log notes.
Notes	12/15/2003 09:27:11 AM	KWoods	Log notes.
Notes	12/15/2003 09:27:23 AM	KWoods	Log notes.
Modify	12/15/2003 09:28:53 AM	KWoods	into WIP default and Status of Action CAC.
Modify	12/15/2003 09:30:27 AM	KWoods	into WIP default and Status of Action CAC.
Modify	12/15/2003 09:31:05 AM	KWoods	into WIP default and Status of Action CAC.
Notes	12/15/2003 09:33:22 AM	KWoods	Log notes.
Modify	12/15/2003 09:33:27 AM	KWoods	into WIP default and Status of Action CAC.
Case Close	12/15/2003 09:34:39 AM	KWoods	Status = Closed, Resolution Code = Full, State = Open.
Reopen	12/17/2003 10:41:00 AM	JOrozco	with Condition of Open and Status of Action CAC.
Dispatch	12/17/2003 10:41:06 AM	JOrozco	Action Region.
Chg Status	12/17/2003 10:41:07 AM	JOrozco	Case sent to region: Los Angeles
Notes	12/17/2003 10:42:16 AM	JOrozco	Log notes.
Dispatch	12/17/2003 10:42:18 AM	JOrozco	Action Region.
Chg Status	12/17/2003 10:42:18 AM	JOrozco	Case sent to region: Los Angeles
Phone Log	12/17/2003 01:55:29 PM	la5	Start = 12/17/03 01:54:05 PM, End = 12/17/03 01:55:29 PM, Contact = Vickie Sanders.
Yanked	12/17/2003 01:55:35 PM	la5	Case grabbed from JOrozco to la5's default WipBin.
Chg Status	12/17/2003 01:55:35 PM	la5	Action Region
Assign	12/17/2003 01:55:38 PM	la5	Case assigned to DLR04066
Chg Status	12/17/2003 01:55:38 PM	la5	Case status changed to Action Dealer
Chg Status	12/22/2003 12:35:50 PM	DLR04066	Status changed to Dealer Close
Dispatch	12/22/2003 12:35:50 PM	DLR04066	Case Dispatched to Los Angeles Closed Queue.
Yanked	12/22/2003 01:47:11 PM	la5	Case grabbed from DLR04066 to la5's default WipBin.
Chg Status	12/22/2003 01:47:11 PM	la5	Action Region
Case Close	12/22/2003 01:47:14 PM	la5	Status = Closed, Resolution Code = Full, State = Open.



### Case Report - 200312170589

**Customer/Caller Summary:**

Customer Name/Address:

[REDACTED]  
Camarillo, CA [REDACTED]

Caller Phone:

Caller Alt. Phone:

---

**Case Summary:**

Case Title: Potential Arbitration; Abnormal Condition; Traction Control/VSC- Brakes;  
Warning  
Case Type: General  
Contact Method: Phone  
Cust Attitude: Inquisitive  
Coding Type: Complaint  
Category: Potential Arbitration  
Problem Area: Abnormal Condition  
Component: Traction Control/VSC- Brakes  
Condition: Warning Light On  
VIN: 5TDZT34A93S [REDACTED]  
Dofu: 10/22/2002  
Current Miles: 16500  
Incident Miles: 11052  
Model Year: 2003  
Model Name: Sequoia  
Region: Los Angeles  
District: 08  
Dealer 1: Dch Toyota Of Oxnard, 04066  
Selling Dealer: Dch Toyota Of Oxnard, 04066

---

**Case History:**

Customer Seeks: proper diagnosis & permanent repair  
CAC Stated: NCR apol & adv of region open. C/B w/n 3 bus days. Cust hung up while holdind for case#.

\*\*\* PHONE LOG 12/17/2003 11:03:15 AM CSmith  
PA

PREV CASE#200312150309

Cust sts taken veh several times to dlr who could not duplicate concern after 1st visit. Cust sts took veh to Toy of thousand oaks adv rotors needed to be replaced & refered cust back to Toy of Oxnard. Cust sts dlr replaced rotors & dlr adv nothing else needed to be done for repair. Cust doesn't feel confident that this issue is resolved. Cust sts CRM adv issue is resolved & that they can find nothing else wrong w/veh. Cust is considering ABR.

\*\*\* PHONE LOG 12/22/03 11:00:10 AM la5 Action Type: Outgoing call  
RCR JShimizu contacted customer and advised her that a DSPM Evan Nelson will be in contact with her in 10 to 15 business days for a possible inspection. Copy of case given to DSPM.

\*\*\* CASE CLOSE 03/01/04 05:19:37 PM la5  
CLOSING CASE

\*\*\* NOTES 08/19/2004 12:14:52 PM FCartagena  
Cust c/b sts the brake pads need to be change; sts took veh to independent shop and they adv it is not normal for brakes to wear at 10,000. Ncr apol and opened case to dlr to have brakes inspected case # 200408190787.

---

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Create	12/17/2003 10:11:05 AM	CSmith	Contact = [REDACTED], Priority = Customer, Status = Action CAC.
lodify	12/17/2003 11:03:15 AM	CSmith	into WIP default and Status of Action CAC.
Phone Log	12/17/2003 11:03:15 AM	CSmith	Start = 12/17/2003 10:11:05 AM, End = 12/17/2003

Dispatch 12/17/2003 11:03:19 AM CSmith  
Chg Status 12/17/2003 11:03:19 AM CSmith  
Phone Log 12/22/2003 11:00:10 AM 1a5  
Accept 12/22/2003 11:00:19 AM 1a5  
Case Close 03/01/2004 05:19:37 PM 1a5  
Notes 08/19/2004 12:14:52 PM FCartagena

11:03:15 AM, Contact = [REDACTED].  
Action Region to Los Angeles  
Case sent to region: Los Angeles  
Start = 12/22/03 10:57:35 AM, End = 12/22/03  
11:00:10 AM, Contact = [REDACTED].  
from Queue Los Angeles to WIP DSPM & FTS  
Inspections .  
Status = Closed, Resolution Code = Full, State =  
Open.  
Log notes.

# Case Report - 200408190787

## Customer/Caller Summary:

Customer Name/Address:

[Redacted]  
Camarillo, CA  
[Redacted]

Caller Phone:  
Caller Alt. Phone:

## Case Summary:

Case Title: Product; Abnormal Condition; Brake Pedal- Brakes; Damaged  
Case Type: General  
Contact Method: Phone  
Cust Attitude: Concerned  
Coding Type: Complaint  
Category: Product  
Problem Area: Abnormal Condition  
Component: Brake Pedal- Brakes  
Condition: Damaged  
VIN: 5TDZT34A93S [Redacted]  
Dofu: 10/22/2002  
Current Miles: 16500  
Incident Miles: 16500  
Model Year: 2003  
Model Name: Sequoia  
Region: Los Angeles  
District: 08  
Dealer 1: Dch Toyota Of Oxnard, 04066  
Selling Dealer: Dch Toyota Of Oxnard, 04066

## Case History:

Customer Seeks: permanent repair of brakes  
CAC Stated: Ncr apol & adv will open case to CRM for follow-up. Ncr adv CRM info, case#, and 3 business days for cb. Adv may contact CRM directly at anytime.

\*\*\* PHONE LOG 08/19/2004 12:12:57 PM FCartagena  
03 sequoia/16,500. Cust sts has changed the rotors 3x this year; sts there is now a problem with the brakes; sts when DSPM inspected the veh they never changed the brakes; sts took veh to independent shop for inspection and they adv it is not normal for brakes to wear at 10,000 miles; sts made an appointment with dlr to have brakes inspected; sts the rotors need to be changed.

\*\*\* DEALER NOTES: 08/20/04 07:36:03  
FTS TO INSPECT THE CUSTOMERS VEHICLE ON 8/27/2004. CUSTOMER ALREADY ADVISED.

\*\*\* CASE CLOSE 08/27/04 04:19:33 PM DLR04066  
REPLACED CUSTOMER FRONT BRAKE PADS AND ROTORS PER FTS.

\*\*\* NOTES 06/10/2005 03:59:54 PM Rabola  
<concern. sts cust came in yesterday b/c of the same brake pulsation. sts he spoke w/ their tech who adv that cust is driving veh hard. sts their fts was involved but is not sure of the time. also, sts a tsb was performed on veh.

## Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	06/10/2005 03:59:54 PM	Rabola	Log notes.
Create	08/19/2004 12:02:42 PM	FCartagena	Contact = [Redacted] Priority = Customer, Status = Action CAC.
Modify	08/19/2004 12:12:56 PM	FCartagena	into WIP default and Status of Action CAC.
Modify	08/19/2004 12:12:57 PM	FCartagena	into WIP default and Status of Action CAC.
Phone Log	08/19/2004 12:12:57 PM	FCartagena	Start = 08/19/2004 12:02:42 PM, End = 08/19/2004 12:12:57 PM, Contact = [Redacted]
Assign	08/19/2004 12:13:21 PM	FCartagena	Case assigned to DLR04066

Chg Status 08/19/2004 12:13:22 PM FCartagena  
Notes 08/20/2004 07:36:03 AM DLR04066  
Chg Status 08/27/2004 04:19:33 PM DLR04066  
Dispatch 08/27/2004 04:19:33 PM DLR04066  
Yanked 08/30/2004 08:01:31 AM la5  
Chg Status 08/30/2004 08:01:31 AM la5  
Case Close 08/30/2004 08:01:33 AM la5

Case status changed to Action Dealer.  
Log notes by dealer.  
Status changed to Dealer Close  
Case Dispatched to Los Angeles Closed Queue.  
Case grabbed from DLR04066 to la5's default WipBin.  
Action Region  
Status = Closed, Resolution Code = Full, State =  
Open.

**Case Report - 200506081163****Customer/Caller Summary:**

Customer Name/Address:

Camarillo, CA

Caller Phone:

Caller Alt. Phone:

**Case Summary:**

Case Title:	Product; Abnormal Condition; ABS- Brakes; Other-Please Specify
Case Type:	Priority
Contact Method:	Phone
Cust Attitude:	Concerned
Coding Type:	Complaint
Category:	Product
Problem Area:	Abnormal Condition
Component:	ABS- Brakes
Condition:	Other-Please Specify
VIN:	5TDZT34A93S
Dofu:	10/22/2002
Current Miles:	42000
Incident Miles:	42000
Model Year:	2003
Model Name:	Sequoia
Region:	Los Angeles
District:	08
Dealer 1:	Dch Toyota Of Oxnard, 04066
Selling Dealer:	Dch Toyota Of Oxnard, 04066

**Case History:**

Customer Seeks: to have veh repaired.  
 JAC Stated: ncr apol & adv cust will be contacted w/i 1 bd. ncr gave case #. ncr dispatch case

\*\*\* PHONE LOG 06/08/2005 02:08:41 PM TBeardsley  
 PA cust sts has still concerns w/ brakes see case 200408190787. cust sts 6/6/05 has brake indicator light on, tires are wearing, cust sts when puts foot on brake fls tight or sometimes goes half way to the floor & cust fls this concern is coming back. cust sts is taking veh tomorrow to dlr. Cust sts today spk w crm who adv cust to go regional.

\*\*\* RETURN 06/08/2005 03:22:33 PM SMcKechnie  
 It appears you meant to send this to the PA queue. Please re-dispatch. Thanks, Scott

\*\*\* NOTES 06/09/2005 02:37:43 PM VWong  
 OUTBOUND CUSTOMER CALL: NCR called day# & spoke to cust. NCR adv calling on behalf of specialist-RAbola. NCR adv RAbola currently doing research on case & will c/b cust by eob 6/10. cust understood.

\*\*\* SUBCASE 200506081163-1 CREATED 06/09/2005 04:27:59 PM RAbola

\*\*\* NOTES 06/10/2005 03:59:40 PM RAbola  
 OUTGOING DLR CALL  
 ncr called the dlr crm. sts on 3-2-05 (r/o 418355 @ 37,199mi), veh @ dlr for a brake vibration. sts dlr resurfaced rotors b/c they were warped. sts on 8-26-04 (r/o 403266 @ 29,006mi), veh @ dlr b/c the brakes were wearing too fast. sts dlr replaced the rotors. sts on 8-13-04 (r/o 402163 @ 28,552mi), veh @ dlr b/c of a slight brake pulsation & low brake pedal. sts veh needed front brakes. sts on 1-15-04 (r/o 384542 @ 21,220mi), veh @ b/c of a brake>

\*\*\* NOTES 06/10/2005 03:59:50 PM RAbola  
 <vibration. sts dlr resurfaced the rear drums & r&r'd the pads. sts dlr also replaced the master cylinder b/c the brake pedal was too low. sts on 11-18-03 (r/o 379994 @ 18,662mi), veh shakes when brake is applied. sts dlr replaced the front pads. sts on 10-6-03 (r/o 376241 @ 16,483mi), the brakes pulsated when traveling downhill. sts dlr found warped rotors. sts on 9-30-03 (r/o 375755 @ 16,168mi), veh @ dlr for a brake pulsation. sts dlr was unable to duplicate>

\*\*\* NOTES 06/10/2005 04:00:21 PM RAbola

<concern. sts cust came in yesterday b/c of the same brake pulsation. sts he spoke w/ their tech who adv that cust is driving veh hard. sts their fts was involved but is not sure of the time. also, sts a tsb was performed on veh.

\*\*\* NOTES 06/10/2005 04:12:28 PM Rabola  
OUTGOING CUST CALL

ncr called the cust @ the day # listed (4:10pm pst) & was unable to leave a voicemail after 10 rings. ncr then called cust @ the alt # listed (4:11pm pst) & left a voicemail, toll-free#, & case#.

\*\*\* NOTES 06/13/2005 09:12:08 AM DMorano

Cust c/b & can be calld back @ [REDACTED] (Cust notes that her cell phone may not work in the bldg. when she works).

\*\*\* NOTES 06/13/2005 01:10:00 PM Rabola  
RESEARCH

ncr notes, the fts was involved on 8/27/04 in which he informed the dlr to replace the brake pads & rotors.

\*\*\* NOTES 06/13/2005 01:20:35 PM Rabola  
OUTGOING DLR CALL

ncr called the dlr svc mngr, chris case, @ 1:10pm pst. svc mngr sts is familiar w/ cust's concerns. sts dlr has goodwill brake replacements in addition to the goodwill that the fts provided. ncr understood. svc mngrs sts fls concern due to cust's driving habits. ncr understood & adv will bring this to the region's attention.

\*\*\* NOTES 06/13/2005 01:41:13 PM Rabola  
INCOMING REGION CALL

ncr rcvd a c/b from the cr analyst (TOhira). ncr adv the cr analyst of the situation. cr analyst adv to have the dlr contact their dspm (CForeman) as veh o/s of warr (42k mi) & since concern has been ongoing. ncr understood.

\*\*\* NOTES 06/13/2005 01:43:12 PM Rabola  
OUTGOING DLR CALL

ncr called the dlr svc mngr chris case. ncr asked if the svc mngr can contact the dspm regarding concern. svc mngr sts will contact their dspm. further, ncr asked svc mngr to contact ncr once a decision has been reached. svc mngr understood.

\*\*\* NOTES 06/13/2005 02:02:32 PM Rabola  
OUTGOING CUST CALL

ncr called the cust @ the day # listed. cust sts that she no longer wants to keep veh & will request that tms replace the veh. sts he is not sure if she would like to pursue arb through tms or arb o/s of toyota. sts would still like to receive the ppwrk. ncr adv of arb case # 200506131258.

\*\*\* NOTES 06/13/2005 02:03:41 PM Rabola  
OUTGOING DLR CALL

ncr called the dlr svc mngr (2:02pm pst) & left a voicemail, direct#, & case#.

\*\*\* CASE CLOSE 06/13/2005 02:06:16 PM Rabola  
ncr closing case.

\*\*\* NOTES 06/13/2005 02:21:03 PM Rabola  
INCOMING DLR CALL

ncr rcvd a c/b from the dlr svc mngr. sts on 6-9-05 (r/o 427118 mileage not available) & 6-10-05 (r/o 427280), both r/os were created. sts cust took veh to dlr b/c the brake pulsates & b/c the brake light illuminated. sts does not have info on the rprs they will be performing now.

\*\*\* NOTES 06/13/2005 02:39:42 PM Rabola

- 1)SUMMARY: Low Brake Pedal, Brake Pulsation, & Illumination of the Brake Light
- 2)REGION OPEN: No, as cust requesting for a replacement
- 3)RESOLUTION: No, as cust requesting for a replacement
- 4)CUSTOMER SATISFIED: No
- 5)DAYS TO CLOSE: 5 Days

\*\*\* SUBCASE 200506081163-1 CLOSED 06/13/2005 02:40:00 PM Rabola  
ncr closing subcase.

---

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Create	06/08/2005 01:54:40 PM	TBeardsley	Contact = [REDACTED] Priority = Customer, Status = Action CAC.
Modify	06/08/2005 02:08:40 PM	TBeardsley	into WIP default and Status of Action CAC.
Phone Log	06/08/2005 02:08:41 PM	TBeardsley	Start = 06/08/2005 01:54:40 PM, End = 06/08/2005

Dispatch	06/08/2005	02:09:06	PM	TBeardsley	02:08:41 PM, Contact = [REDACTED]
Rule Action	06/08/2005	02:09:11	PM	rulemgr	from WIP default to Queue Toyota Executive Queue.
Return	06/08/2005	03:22:33	PM	SMcKechnie	Action Toyota Queue Notification of rule Toyota
Rule Action	06/08/2005	03:22:38	PM	rulemgr	Queue Notification fired
Dispatch	06/09/2005	06:36:41	AM	TBeardsley	from Queue Toyota Executive Queue to WIP default.
Rule Action	06/09/2005	06:37:03	AM	rulemgr	Action Notify owner of rejected case of rule Toyota
Notes	06/09/2005	02:37:43	PM	VWong	Rejected Cases fired
Accept	06/09/2005	04:26:07	PM	RAbola	from WIP default to Queue Toyota Resolution Queue.
Set Originato	06/09/2005	04:27:10	PM	RAbola	Action Toyota Queue Notification of rule Toyota
Modify	06/09/2005	04:27:12	PM	RAbola	Queue Notification fired
Set Originato	06/09/2005	04:27:16	PM	RAbola	Log notes.
Admin Subcase	06/09/2005	04:27:59	PM	RAbola	from Queue Toyota Resolution Queue to WIP default.
Notes	06/10/2005	03:59:40	PM	RAbola	Set Originator: by RAbola
Notes	06/10/2005	03:59:50	PM	RAbola	into WIP default and Status of Action CAC.
Notes	06/10/2005	04:00:21	PM	RAbola	Set Originator: by RAbola
Notes	06/10/2005	04:12:28	PM	RAbola	Number = 200506081163-1, Created in WIP default
Modify	06/10/2005	04:12:28	PM	RAbola	with due date 06/10/2005 07:10:00 AM..
Notes	06/13/2005	09:12:08	AM	DMorano	Log notes.
Rule Action	06/13/2005	09:12:11	AM	rulemgr	Log notes.
Notes	06/13/2005	01:10:00	PM	RAbola	Log notes.
Notes	06/13/2005	01:20:35	PM	RAbola	Log notes.
Notes	06/13/2005	01:41:13	PM	RAbola	Log notes.
Notes	06/13/2005	01:43:12	PM	RAbola	Log notes.
Notes	06/13/2005	02:02:32	PM	RAbola	Log notes.
Modify	06/13/2005	02:02:33	PM	RAbola	into WIP default and Status of Action CAC.
Notes	06/13/2005	02:03:41	PM	RAbola	Log notes.
Case Close	06/13/2005	02:06:16	PM	RAbola	Status = Closed, Resolution Code = Full, State =
Notes	06/13/2005	02:21:03	PM	RAbola	Open.
Notes	06/13/2005	02:39:42	PM	RAbola	Log notes.
Subcase Close	06/13/2005	02:40:00	PM	RAbola	Log notes.
					Number = 200506081163-1, Status = Action CAC,
					Resolution Code = Full..

### Case Report - 200506131258

**Customer/Caller Summary:**

Customer Name/Address:

[Redacted]  
Camarillo, CA [Redacted]  
[Redacted]  
[Redacted]

Caller Phone:

Caller Alt. Phone:

**Case Summary:**

Case Title: Arbitration Request; Abnormal Condition; Brake Pedal- Brakes; Other-Please  
Speci  
Case Type: General  
Contact Method: Phone  
Cust Attitude: Frustrated  
Coding Type: Complaint  
Category: Arbitration Request  
Problem Area: Abnormal Condition  
Component: Brake Pedal- Brakes  
Condition: Other-Please Specify  
VIN: 5TDZT34A93S [Redacted]  
Dofu: 10/22/2002  
Current Miles: 42000  
Incident Miles: 42000  
Model Year: 2003  
Model Name: Sequoia  
Region: Los Angeles  
District: 08  
Dealer 1: Dch Toyota Of Oxnard, 04066  
Selling Dealer: Dch Toyota Of Oxnard, 04066

**Case History:**

Customer Seeks: for tms to replace veh.  
CAC Stated: ncr apol & adv cust of the ARB open & 40-day CDSP timeframe.

\*\*\* PHONE LOG 06/13/2005 02:38:35 PM RAbola

ARB  
PREV FILE # 200506081163  
Cust sts concern w/ the a low brake pedal, illumination of the brake light, & abnormal brake wear. Cust  
sts would like tms to replace veh.

\*\*\* CASE CLOSE 06/14/05 10:12:00 AM la5  
CLOSING CASE - CUSTOMER SHOULD FOLLOW STARDARD ARBITRATION PROCEDURES.

\*\*\* NOTES 06/16/2005 10:16:05 AM CWilliams  
Arb paperwork sent to customer on 6/14/05

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Create	06/13/2005 01:48:25 PM	RAbola	Contact = [Redacted] Priority = Customer, Status = Action CAC.
Modify	06/13/2005 02:38:34 PM	RAbola	into WIP default and Status of Action CAC.
Modify	06/13/2005 02:38:35 PM	RAbola	into WIP default and Status of Action CAC.
Phone Log	06/13/2005 02:38:35 PM	RAbola	Start = 06/13/2005 01:48:25 PM, End = 06/13/2005 02:38:35 PM, Contact = Vickie Sanders.
Dispatch	06/13/2005 02:38:39 PM	RAbola	Action Region to Los Angeles
Chg Status	06/13/2005 02:38:39 PM	RAbola	Case sent to region: Los Angeles
Yanked	06/14/2005 10:11:56 AM	la5	Case grabbed from RAbola to la5's default WipBin.
Chg Status	06/14/2005 10:11:56 AM	la5	Action Region
Case Close	06/14/2005 10:12:00 AM	la5	Status = Closed, Resolution Code = Full, State = Open.
Notes	06/16/2005 10:16:05 AM	CWilliams	Log notes.



**SUMMONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**  
Toyota Motor Sales USA, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
Vickie and Scott Sanders

LEGAL SERVICES  
AUG 19 2005  
GROUP RECEIVED

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pide al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:  
*(El nombre y dirección de la corte es):*  
Superior Court of Ventura County  
800 S Victoria Ave  
Ventura, CA 93009

CASE NUMBER:  
*(Número del Caso)* **CIV 235272**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*  
Todd Friedman, Krohn and Moss, Ltd.  
5055 Wilshire Blvd #300, Los Angeles, CA 90036. 323-988-2400

DATE: **JUL 25 2005**  
*(Fecha)*

Clerk, by DEBRA HERBERT, Deputy  
*(Secretario)* *(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*  
*(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).*

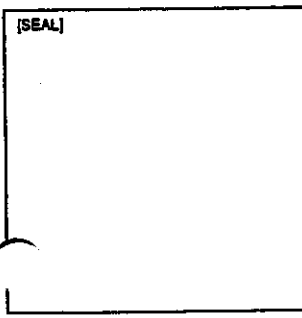
**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of *(specify)*:

- 3.  on behalf of *(specify)*:

- under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
- CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
- other *(specify)*:

- 4.  by personal delivery on *(date)*:



SUPERIOR COURT  
FILED  
11-10-05

1 Todd M. Friedman, Esq.- State Bar #216752  
Krohn & Moss  
5055 Wilshire Blvd, Suite 300  
Los Angeles, CA 90036  
3 (323) 988-2400 x.226  
Attorneys for Plaintiffs, VICKIE AND SCOTT SANDERS

BY \_\_\_\_\_

4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
5 **COUNTY OF VENTURA**  
6 **UNLIMITED JURISDICTION**

7 VICKIE AND SCOTT SANDERS  
8 Plaintiffs,

Case No.:

**CIV 235 272**

COMPLAINT

9 vs.

10 TOYOTA MOTOR SALES, USA, INC.  
11 Defendant

LEGAL SERVICES  
AUG 19 2005  
GROUP RECEIVED

D.C.M./TRACK ASSIGNMENT  
 UNLAWFUL DETAINER  
 ECONOMIC  
 STANDARD  
 UNINSURED MOTORIST  
 TRACT COORD TO NOTIFY  
  
READ THE VENTURA COUNTY  
LOCAL RULES THAT GOVERN  
COMPLIANCE WITH FAST TRACT  
  
ASSIGNED COURT 42

13  
14 **COMPLAINT**

15 NOW COME the Plaintiffs, VICKIE AND SCOTT SANDERS by and through Plaintiffs'  
16 attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Manufacturer,  
17 TOYOTA MOTOR SALES, USA, INC., allege and affirmatively state as follows:

18  
19 **PARTIES**

- 20 1. Plaintiffs, VICKIE AND SCOTT SANDERS ("Plaintiffs), are individuals who  
21 purchased subject vehicle in the State of California.  
22 2. Manufacturer, TOYOTA MOTOR SALES, USA, INC.  
23 ("Manufacturer"), is a corporation Authorized to do business in the State of California and is  
24 engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and  
25 services. Manufacturer is also in the business of marketing, supplying and selling written

1 warranties to the public at large through a system of authorized dealerships, including TOYOTA  
- OF OXNARD ("Seller"). Manufacturer does business in all counties of the State of California.

3 **BACKGROUND**

4 3. On or about October 22, 2002, Plaintiffs purchased from Seller a 2003 Toyota  
5 Sequoia ("SEQUOIA"), manufactured by Manufacturer, Vehicle Identification No.  
6 5TDZT34A93S146496, for valuable consideration (Plaintiff is attempting to locate his purchase  
7 contract and will produce same when found. Notwithstanding, Defendant is in possession of  
8 same).

9 4. In consideration for the purchase of the SEQUOIA, Manufacturer issued and  
10 supplied to Plaintiffs several written warranties, including a three (3) year or thirty-sixty  
11 thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in  
12 the Manufacturer's Warranty Booklet.

13 5. On or about October 22, 2002, Plaintiffs took possession of the SEQUOIA and  
14 shortly thereafter experienced the various defects listed below that substantially impair the use,  
15 value and/or safety of the SEQUOIA.

16 6. The defects listed below violate the express written warranties issued to Plaintiffs  
17 by manufacturer.

18 7. The defects listed below violate the implied warranty of merchantability.

19 8. Plaintiffs brought the SEQUOIA to Seller and/or other authorized service dealers  
20 of manufacturer for various defects, including, but not limited to the following:

- 21 a. Defective brake system as evidenced by pulsating, and soft brake pedal;  
22 b. Defective electrical system as evidenced by brake light failing to operate,  
23 "VSC" and "SES" lights repeatedly illuminating, and repeatedly requiring  
24 jumpstarts;  
25 c. Defective tires as evidenced by excessive vibrating; and

1 d. Any additional complaints made by Plaintiffs, whether or not they are  
2 contained in Manufacturer's records or on any repair orders.

3 9. Plaintiffs provided Manufacturer through Seller and/or other authorized dealers of  
4 Manufacturer sufficient opportunities to repair the SEQUOIA.

5 10. Manufacturer, through its authorized dealers was unable and/or failed to repair  
6 the SEQUOIA within a reasonable number of attempts.

7 11. Plaintiffs justifiably lost confidence in the SEQUOIA's reliability and said  
8 defects have substantially impaired the value of the SEQUOIA to Plaintiffs.

9 12. Said defects could have not been discovered by Plaintiffs prior to Plaintiffs'  
10 acceptance of the SEQUOIA.

11 13. As a result of said defects, Plaintiffs revoked acceptance of the SEQUOIA in  
12 writing on June 14, 2005 (A copy of said letter is attached hereto and marked as Exhibit "A").

13 14. At the time of revocation, the SEQUOIA was in substantially the same condition  
14 as at delivery except for damage caused by its own defects and ordinary wear and tear.

15 15. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide  
16 Plaintiffs with the remedies Plaintiffs are entitled upon revocation.

17 16. The SEQUOIA remains in a defective and unmerchantable condition, and  
18 continues to exhibit the above mentioned defects that substantially impair its use, value and/or  
19 safety.

20 17. Plaintiffs have and will continue to be financially damaged due to Manufacturer's  
21 failure to comply with the provisions of its express and implied warranties.

22 18. Prior to filing this complaint, Plaintiffs attempted to submit to Manufacturer's  
23 informal dispute resolution program and were unsatisfied with the results therein.

24 **COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
25 **MANUFACTURER**

1 19. Plaintiffs reallege and incorporate by reference as fully set forth herein,  
2 paragraphs 1-18 of this Complaint.

3 20. Plaintiffs are a lessee of a consumer product who received the SEQUOIA during  
4 the duration of a written warranty period applicable to the SEQUOIA and who is entitled by the  
5 terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

6 21. Manufacturer is a person engaged in the business of making a consumer product  
7 directly available to Plaintiffs.

8 22. Seller is an authorized dealership/agent of Manufacturer designed to perform  
9 repairs on vehicles under Manufacturer's automobile warranties.

10 23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq.  
11 ("Warranty Act") is applicable to Plaintiffs' Complaint in that the SEQUOIA was manufactured,  
12 sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).  
13

14 24. Plaintiffs' purchase of the SEQUOIA was accompanied by written factory  
15 warranties for any non-conformities or defects in materials or workmanship, comprising an  
16 undertaking in writing in connection with the purchase of the SEQUOIA to repair the SEQUOIA  
17 or take other remedial action free of charge to Plaintiffs with respect to the SEQUOIA in the  
18 event that the SEQUOIA failed to meet the specifications set forth in said undertaking.

19 25. Said warranties were the basis of the bargain of the contract between the Plaintiffs  
20 and Manufacturer for the sale of the SEQUOIA to Plaintiffs.

21 26. Said purchase of Plaintiffs' SEQUOIA was induced by, and Plaintiffs relied upon,  
22 these written warranties.

23 27. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in  
24 the written warranties.  
25

1 28. As a direct and proximate result of Manufacturer's failure to comply with its  
- express written warranties, Plaintiffs have suffered damages and, in SEQUOIAance with 15  
3 U.S.C. § 2310(d), Plaintiffs are entitled to bring suit for such damages and other equitable relief.

4 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 5 a. Return of all monies paid or in the alternative applicable damages pursuant to  
6 section 2714 of the Commercial Code, and all incidental and consequential  
7 damages incurred;  
8 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;  
9 c. Such other and further relief that the Court deems just and appropriate.

9 **COUNT II**  
10 **BREACH OF IMPLIED WARRANTY**  
11 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
12 **MANUFACTURER**

13 29. Plaintiffs reallege and incorporate by reference as through fully set forth herein,  
14 paragraphs 1-18 of this complaint.

15 30. The SEQUOIA purchased by Plaintiffs was subject to an implied warranty of  
16 merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended  
17 consumer, Plaintiffs herein.

18 31. Manufacturer is a supplier of consumer goods as a person engaged in the business  
19 of making a consumer product directly available to Plaintiffs.

20 32. Manufacturer is prohibited from disclaiming or modifying any implied warranty  
21 when making a written warranty to the consumer or when Manufacturer has entered into a  
22 contract in writing within ninety (90) days of purchase to perform services relating to the  
23 maintenance or repair of a motor vehicle.

24 33. Pursuant to 15 U.S.C. § 2308, Plaintiffs' SEQUOIA was impliedly warranted to  
25 be substantially free of defects and non-conformities in both material and workmanship, and  
thereby fit for the ordinary purpose for which the SEQUOIA was intended.

1 34. The SEQUOIA was warranted to pass without objection in the trade under the  
2 contract description, and was required to conform to the descriptions of the vehicle contained in  
3 the contracts and labels.

4 35. The above described defects in the SEQUOIA render the SEQUOIA unfit for the  
5 ordinary and essential purpose for which the SEQUOIA was intended.

6 36. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have  
7 suffered and continue to suffer various damages.

8 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 9
- 10 a. Return of all monies paid or in the alternative applicable damages pursuant to section
  - 11 2714 of the Commercial Code, and all incidental and consequential damages
  - 12 incurred;
  - 13 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
  - 14 c. Such other and further relief that the Court deems just and appropriate.

15

16 **COUNT III**  
17 **REVOCATION OF ACCEPTANCE**  
18 **MANUFACTURER**

19 37. Plaintiffs reallege and incorporate by reference as though fully set forth herein,  
20 paragraphs 1-18 of this Complaint.

21 38. Manufacturer's tender of the SEQUOIA was substantially impaired to Plaintiffs.

22 39. Manufacturer's tender of the SEQUOIA, which was substantially impaired to  
23 Plaintiffs, constitutes a violation of 15 U.S.C. §2310(d).

24 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 25
- 26 a. Return of all monies paid or in the alternative applicable damages pursuant to section
  - 27 2714 of the Commercial Code, and all incidental and consequential damages
  - 28 incurred;
  - 29 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
  - 30 c. Such other and further relief that the Court deems just and appropriate.

**COUNT IV**  
**SONG - BEVERLY CONSUMER WARRANTY ACT**

1  
2  
3 40. Plaintiffs reallege and incorporate by reference as though fully set forth herein,  
4 paragraphs 1-18 of this Complaint.

5 41. Pursuant to Cal Civ. Code. § 1793.22(b)(2), Plaintiffs have presented the  
6 SEQUOIA to Seller and/or other authorized service dealers of Manufacturer within the term of  
7 protection and have tendered the subject vehicle four (4) or more times for the same defects  
8 and/or non-conformities within eighteen-thousand (18,000) miles and/or eighteen (18) months  
9 for the above-mentioned defects that substantially affect the use, value and safety of the  
10 SEQUOIA.  
11

12 42. Manufacturer, through Seller and/or other authorized dealerships, have been  
13 unable to repair said defects in a reasonable number of attempts.

14 43. Pursuant to Cal Civ. Code. § 1793.2, Plaintiffs are entitled to a refund of the full  
15 purchase price of the vehicle, including all collateral charges and finance charges, and/or a  
16 replacement vehicle, plus all attorney fees and costs.

17 44. Manufacturer has willfully violated the provisions of this act by knowing of its  
18 obligations to refund or replace Plaintiffs' vehicle, but failing to fulfill them.

19 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 20
- 21 a. Return of the SEQUOIA's purchase price and all incidental and consequential damages incurred by Plaintiffs;
  - 22 b. Return of all finance charges incurred by Plaintiffs for the SEQUOIA;
  - 23 c. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiffs; and
  - 24 d. A civil penalty pursuant to Cal. Civ. Code § 1794 (c).
  - 25 e. Such other and further relief that this Court deems just and appropriate.



**COUNT V**  
**SONG - BEVERLY CONSUMER WARRANTY ACT**

1  
2  
3 46. Plaintiffs reallege and incorporate by reference as though fully set forth herein,  
4 Paragraphs 1-17 of this Complaint.

5 47. The SEQUOIA purchased by Plaintiffs was subject to an implied warranty of  
6 merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the  
7 intended consumer, Plaintiffs herein.

8 48. Manufacturer is a supplier of consumer goods as a person engaged in the business  
9 of making a consumer product directly available to Plaintiffs.

10 49. Manufacturer is prohibited from disclaiming or modifying any implied warranty  
11 under Cal. Civ. Code §1790.

12 50. Pursuant to Cal. Civ. Code §1790, Plaintiffs' SEQUOIA was impliedly warranted  
13 to be fit for the ordinary use for which the SEQUOIA was intended.

14 51. The SEQUOIA was warranted to pass without objection in the trade under the  
15 contract description, and was required to conform to the descriptions of the vehicle contained in  
16 the contracts and labels.

17 52. The above described defects in the SEQUOIA caused it to fail to possess even the  
18 most basic degree of fitness for ordinary use..

19 53. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have  
20 suffered and continues to suffer various damages.

21  
22 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- 23 a. Return of all monies paid or in the alternative applicable damages  
24 pursuant to section 2714 of the Commercial Code, and all incidental and  
25 consequential damages incurred;  
b. All reasonable attorneys' fees, witness fees and all court costs and other  
costs;

c. Such other and further relief that the Court deems just and appropriate.

**PLAINTIFFS HEREBY REQUESTS A JURY TRIAL IN THIS MATTER.**

Dated this 20<sup>th</sup> Day of July, 2005

---

Todd M. Friedman  
Attorney for Plaintiffs,  
VICKIE AND SCOTT  
SANDERS

## Case Report - 200711261503

**Customer/Caller Summary:**

Customer Name/Address:

[REDACTED]  
Vacaville, CA [REDACTED]

Caller Phone:

Caller Alt. Phone:

**Case Summary:**

Case Title:	Arbitration Request; Abnormal Condition; ABS- Brakes; Other-Please Specify		
Case Type:	General		
Contact Method:	Phone		
Cust Attitude:	Concerned		
Coding Type:	Complaint		
Category:	Arbitration Request		
Problem Area:	Abnormal Condition		
Component:	ABS- Brakes		
Condition:	Other-Please Specify		
VIN:	5TDBT48A23S [REDACTED]		
Dofu:	07/06/2003		
Current Miles:	69000		
Incident Miles:	69000		
Model Year:	2003		
Model Name:	Sequoia		
Region:	San Francisco		
District:	06		
Dealer 1:	Lithia Toyota Of Vacavill,	04116	
Selling Dealer:	Lithia Toyota Of Vacavill,	04116	

**Case History:**

Caller Seeks: ARB  
 CAC Stated: Ncr apol. Ncr adv cllr will request paper work to be sent and adv cllr should receive within 10-14 days. Ncr adv cllr case # for reference.

\*\*\* PHONE LOG 11/26/2007 01:47:51 PM JGetz

Arbitration:

No prev file:

Cllr sts has concern with the ABS system and it has been at dlr for repair and this is the 8th week. Cllr advised the dlr is not able to diag concern. The dlr advised cllr to contact cec to pursue arb. Cllr does not want the vehicle and wants toyota to buy it back. Svc mgr Mark Ruffner advised.

Cllr sks ARB

Ncr apol. Ncr adv cllr will request paper work to be sent and adv cllr should receive within 10-14 days. Ncr adv cllr case # for ref

\*\*\* CASE CLOSE 11/26/2007 01:49:28 PM JGetz

Ncr apol. Ncr adv cllr will request paper work to be sent and adv cllr should receive within 10-14 days. Ncr adv cllr case # for reference.

**Activity Summary:**

Activity	Date/Time	Originator	Additional Information
Case Close	11/26/2007 01:49:28 PM	JGetz	Status = Closed, Resolution Code = Full, State = Open.
Modify	11/26/2007 01:47:55 PM	JGetz	into WIP default and Status of Action CAC.
Modify	11/26/2007 01:47:51 PM	JGetz	into WIP default and Status of Action CAC.
Phone Log	11/26/2007 01:47:51 PM	JGetz	Start = 11/26/2007 01:42:07 PM, End = 11/26/2007 01:47:51 PM, Contact = Darren Young.
Modify	11/26/2007 01:47:48 PM	JGetz	into WIP default and Status of Action CAC.
Create	11/26/2007 01:42:07 PM	JGetz	Contact = [REDACTED] Priority = Customer, Status = Action CAC.

1 KEMNITZER, ANDERSON, BARRON, OGILVIE & BREWER LLP  
Mark F. Anderson (SBN 44787)  
2 Matthew S. DaVega (SBN 195443)  
3 445 Bush Street, 6th Floor  
San Francisco, CA 94108  
4 Telephone: (415) 861-2265  
Fax: (415) 861-3151  
5 Email: mark@kabolaw.com

**LEGAL SERVICES**

**ENDORSED FILED**  
Clerk of the Superior Court

DEC 13 2007

DEC 07 2007

K. Carr

**GROUP RECEIVED** By \_\_\_\_\_

DEPUTY CLERK

6 Attorney for Plaintiffs Darren E. Young & Holly A. Young

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 SOLANO COUNTY

11 Dairren E. Young and Holly A. Young,

12 Plaintiffs,

13 vs.

14 Toyota Motor Sales USA, Inc;  
15 Lithia TKV, Inc., a California corporation dba  
16 Toyota of Vacaville; and  
DOES 1 through 30,

17 Defendants

Case No. FCS030614

COMPLAINT FOR DAMAGES

BREACH OF WARRANTIES

Unlimited Civil Jurisdiction

**BY FAX**

ASSIGNED TO  
JUDGE POWER  
FOR ALL PURPOSES

20 The Contract of Sale

21 1. On July 6, 2003, plaintiffs purchased a new 2003 Toyota Sequoia, VIN  
22 5TDBT48A23S177185, from the defendant selling dealer Lithia TKV, Inc., a California  
23 corporation, dba Toyota of Vacaville under a written contract of sale under which plaintiff agreed to  
24 pay \$45850.93 including sales tax and license.

25 The Parties

26 2. Plaintiffs are consumers who purchased the vehicle for personal and family use. Plaintiffs  
27 were buyers within the meaning of Commercial Code § 2103.  
28

1 3. Defendant Toyota Motor Sales USA, Inc manufactured the vehicle and sold it to the  
2 defendant dealer. Defendant Toyota Motor Sales USA, Inc was a "manufacturer" and "seller" within  
3 the meaning of Civil Code § 1791(j) and Commercial Code § 2103(d).

4 4. The defendant Lithia Toyota of Vacaville purchased the vehicle from the defendant  
5 manufacturer and resold it to plaintiffs. The defendant dealer was a "seller" and "merchant" within  
6 the meaning of Commercial Code § 2103(d) and Commercial Code § 2104(1).

7 The Express Warranty

8 5. The defendant manufacturer provided plaintiffs an express, written warranty on the vehicle  
9 in effect for 60,000 miles and 60 months. The defendant manufacturer warranted that the vehicle  
10 was free of all defects in materials and workmanship and if any defect was discovered within the  
11 warranty period, the defendant manufacturer would provide for repair of the vehicle free of charge  
12 to the plaintiffs. Plaintiffs have met all of the obligations and the preconditions of the express  
13 warranty.

14 Implied Warranty of Merchantability

15 6. Defendants were merchants in the sale of the vehicle and there was in the sale an implied  
16 warranty that the vehicle was merchantable and fit for its ordinary uses, which warranty had  
17 duration of one year.

18 Defendants Breached the Warranties

19 7. Defendants have been unable to conform the vehicle to the express warranty or make it  
20 merchantable by repairing its defects.

21 8. The vehicle has defects, which substantially impair its use, value and safety.

22 9. The vehicle has been in for repair of defects that cause the ABS light, brake light, and MIL  
23 light on at the same time while driving.

24 10. The repair history has been as follows:

<b>Date In</b>	<b>Mileage</b>	<b>Days</b>	<b>Owner complaints/dealer comments</b>
25 9/18/07	58,703	3	C/s ABS, VSC and trac off light all come one
26 RO 354456			Cause: ABS translater ECU open circuit
27 Lithia Toyota of Vacaville			

1 10/5/07 59,456 33 C/s ABS light and brake light on  
RO 355856, 355856 Replaced ABS skid ECU  
2 Lithia Toyota of Vacaville Tech support recommend various procedures,  
3 including replacement of engine ECU  
4 11/13/07 59,850 23+ C/s trac, ABS, brake light & MIL are on  
RO 358848  
5 Lithia Toyota of Vacaville

6 11. Defendants have had sufficient opportunities to repair the vehicle. At this point, the vehicle  
7 is still at the dealership for repair. The technicians have no idea how to fix this vehicle.

8 Notice to Defendant Manufacturer of the Defects

9 12. On or about October 5, 2007, the defendant dealer gave the defendant manufacturer notice  
10 of the defects in the subject vehicle.

11 Damages to Plaintiff

12 13. Plaintiffs' damages include the purchase price and incidental and consequential damages.  
13 Incidental damages include finance charges, sales tax, and DMV license fees.

14 Jurisdiction and Venue

15 14. Defendants do business in California, have regularly conducted business in California, and  
16 have supplied products to buyers in California. Venue is proper in this county. The claim for relief  
17 arose and the contract for sale was entered within this county.

18 Fictitious Defendants

19 15. DOES 1-25 are entities that participated in the transactions complained of herein in ways  
20 which are unknown to plaintiff. The true names, capacities and nature and extent of participation in  
21 the alleged activities complained of herein by DOES 1-25, inclusive, are unknown to plaintiffs and  
22 therefore sue these defendants by such fictitious names. Plaintiffs will amend the complaint to  
23 allege their true names and capacities when ascertained.

24 Agency

25 16. Each of the defendants, whether actually named or fictitiously named, was the agent of the  
26 other defendants, whether actually named or fictitiously named, and each other and was at all times  
27 acting within the purpose and scope of such agency.  
28

1 First Cause of Action - Breach of Implied Warranty under the Song-Beverly Act, Civil Code §  
2 1792--Against the Defendant Manufacturer & Selling Dealer

3 17. Plaintiffs incorporate and reallege each and every allegation of ¶¶ 1-17.

4 18. Defendants' breach of the implied warranty is a violation of the Song-Beverly Act,  
5 California Civil Code § 1792.

6 19. Defendants are liable for damages pursuant to Civil Code § 1794.

7 Second Cause of Action--Song-Beverly Act, Reimbursement Under the "Lemon Law," Civil Code  
8 §§ 1793.2(d), 1794--Against the Defendant Manufacturer

9 20. Plaintiffs incorporate and reallege each and every allegation of ¶¶ 1-17.

10 21. As an express warrantor and manufacturer, defendant Toyota Motor Sales USA, Inc had  
11 certain obligations under the Song-Beverly Consumer Warranty Act, California Civil Code § 1790,  
12 et seq. and in particular Civil Code § 1793.2(b) & (d) to conform the vehicle to the express  
13 warranty.

14 22. The defendant manufacturer and its agent dealers have been unable to conform the vehicle  
15 to the express warranty after a reasonable number of attempts at repair. The defendant manufacturer  
16 is therefore required to reimburse the buyer the purchase price and incidental and other damages  
17 pursuant to Civil Code §§ 1793.2(d), 1794 in return for clear title to the vehicle.

18 23. The defendant manufacturer also had a mandatory duty to replace or repurchase the vehicle  
19 pursuant to Civil Code § 1793.2(d). Plaintiffs asked the defendant manufacturer to replace or  
20 repurchase the vehicle, but the manufacturer willfully refused to do so.

21 24. The defendant manufacturer is therefore liable for not only damages, but also a civil penalty  
22 pursuant to Civil Code § 1794.

23 WHEREFORE, plaintiffs pray judgment as follows:

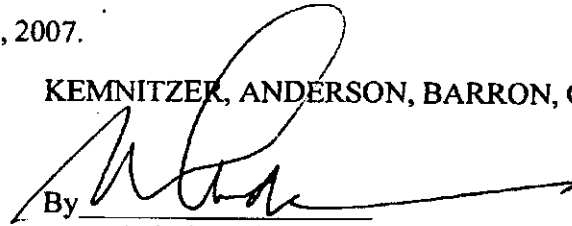
- 24 A. For reimbursement and incidental and consequential damages and other compensatory damages,  
25 which exceed \$25,000;
- 26 B. On the Song-Beverly Consumer Warranty Act causes of action, a civil penalty of two times  
27 damages;
- 28 C. Prejudgment interest from the date of revocation;

1 D. Attorney's fees and expenses under Civil Code 1794(d) and costs of suit;

2 E. For such other and further relief as the court may deem proper.

3 Dated: December 6, 2007.

4 KEMNITZER, ANDERSON, BARRON, OGILVIE & BREWER LLP

5 

6 By \_\_\_\_\_  
7 Mark F. Anderson  
8 Attorney for Plaintiffs

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Jacqueline C. Herritt, Esquire  
KIMMEL & SILVERMAN, P.C.  
Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
(856) 429-8334

ATTORNEY FOR PLAINTIFFS

JURY TRIAL DEMANDED.

MELVIN H. COLE and  
ELISABETH COLE  
36 Colleen Circle  
Ewing, New Jersey 08638

v.

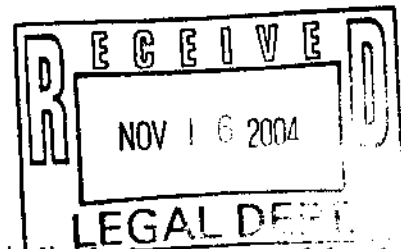
TOYOTA MOTOR SALES, USA, INC.  
19001 South Western Avenue  
Torrance, CA 90509

SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY

CIVIL ACTION

NO.

L-2545-04



**COMPLAINT**

1. Plaintiffs, Melvin H. Cole and Elisabeth Cole, are adult individual citizens and legal residents of the State of New Jersey, 36 Colleen Circle, Ewing, New Jersey 08638.

2. Defendant, Toyota Motor Sales, USA, Inc., is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 19001 South Western Avenue, Torrance, CA 90509, and can be served at this address.

**BACKGROUND**

3. On or about April 18, 2003, Plaintiffs purchased a new 2003 Toyota Sequoia, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 5TDBT48A83S182276.

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$55,574.40. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

10. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

**COUNT I**  
**NEW JERSEY MOTOR VEHICLE WARRANTY ACT**

12. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

13. Plaintiffs are "Consumers" as defined by N.J.S.A. 56:12-30.

14. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

15. Lawrence Toyota, and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about April 18, 2003, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiffs believe and therefore aver said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

18. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
  - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
  - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

return receipt required, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

21. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

23. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

24. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

25. During the first 24 months and/or 18,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal check engine light on, track light on, defective steering angle sensor and purge valve assembly. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

27. Plaintiffs have provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

29. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

32. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

35. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

37. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

38. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

40. Plaintiffs aver Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

41. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

42. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

43. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

44. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

45. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

46. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

47. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

**COUNT IV**  
**NEW JERSEY CONSUMER FRAUD ACT**

48. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

49. Plaintiffs are "Persons" as defined by N.J.S.A. 56:8-1(d).

50. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

51. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiffs' rights in negotiating and handling Plaintiffs' warranty claims.

52. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

53. Defendant acted knowingly with the intent to cause Plaintiffs reliance thereupon.

54. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

55. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiffs believe and therefore aver said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

56. Plaintiffs believe and therefore aver that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

57. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

58. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

59. Plaintiffs believe and therefore aver the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

60. As a result of Defendant's unlawful conduct, Plaintiffs have and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- a. Plaintiffs are entitled to a full refund N.J.S.A. 56:8-2.11-12;



- b. Plaintiffs' vehicle, given the defect/condition, is worthless;
- c. Plaintiffs lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiffs have been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiffs have incurred additional transportation costs; and
- e. Plaintiffs have expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE

Attorney for Plaintiffs

Executive Quarters

1930 E. Marlton Pike, Suite T11

Cherry Hill, NJ 08003

(856) 429-8334

**JURY-DEMAND**

Plaintiffs hereby demand a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiffs

**CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.


By: 

JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiffs

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiffs are mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on *September 30, 2004*

KIMMEL & SILVERMAN, P.C.

By:   
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiffs

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 7.99 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 11054.20	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 41520.20	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments. \$ 52574.40	<b>Total Sale Price</b> The cost of your purchase on credit, including your downpayment of \$ 3000.00 \$ 55574.40
--	---	--	--	---

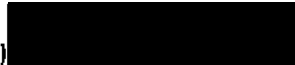


Your Payment Schedule will be: e means estimate

No. of Payments	Amt. of Payments	When Payments Are Due
72	\$ 730.20	Monthly, beginning 06/02/03
	\$ N/A	

Security: You are giving a security interest in the goods or property being purchased.  
 Filing Fees: \$ N/A  
 Late Charge: If a payment is more than 10 days late, you will be charged \$10.00.  
 Prepayment: If you pay off early, you will not have to pay a penalty.

See below and your other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, our security interests and prepayment refunds and penalties.


This Contract is between you and the Seller. All disclosures have been made by the Seller, who intends to assign (transfer) this Contract to the "Assignee" named below. If more than one person signs as Buyer below, each will be bound, separately and together, for the payment of all sums due and the performance of all your promises in this Contract. The terms in the above box are part of this Contract.

You are the Buyer(s)   **EWING NJ**   
 Name(s) Address Zip Code

We are the Seller(s) **LAWRENCE TOYOTA** **2871 BRUNSWICK PIKE LAWRENCEVILLE NJ 08548**  
 Name(s) Business Address Zip Code

<b>Itemization of Amount Financed</b>	
Cash Price	\$ 41924.00
Cash Downpayment	\$ 3000.00
Trade-In Value of Trade-In	\$ N/A
Lien Payoff to:	\$ N/A
Unpaid Cash Price Balance	\$ 38924.00
Amount Paid to Others on Your Behalf (To the extent permitted by applicable law, we may retain a portion of these amounts)	\$
To Credit Insurance Company	\$ N/A
To Property Insurance Company	\$ N/A
To Sales Tax	\$ 2507.70
To Public Officials	\$ 88.50
To	\$ N/A
To	\$ N/A
Amount Financed	\$ 41520.20

Under this Contract, you agree to buy the following property, including its accessories, all of which is called the "Goods."

YEAR	MAKE	BODY STYLE	SERIAL NUMBER	MODEL
2003	TOYOTA	SED 4X4 LT	5TDBT480035 	SEQUOIA

ACCESSORIES:

TRADE-IN: Your trade-in is described as follows:

Year and Make	Description
N/A	

**PAYMENT SCHEDULE:** You agree to pay us the Total Sale Price for the Goods. You will do this by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the Date of Contract, and paying us the Amount Financed, plus Finance Charges, in the number and amount of monthly payments as provided in this Contract. Payments must begin on the date indicated in the Payment Schedule and are due on the same day of each following month until we receive payment in full. You may pay all or part of the Amount Financed in advance without penalty or premium. Payments must be made at any office of:

**THE TRUST COMPANY OF NEW JERSEY, JERSEY CITY, NJ 07306**  
 (the "Assignee")

**PROPERTY INSURANCE:** You will keep the Goods insured against fire, theft, collision and other risks. You can obtain such insurance from any insurer of your choice who is acceptable to us. However, if one of the boxes below is checked, you have decided to obtain the insurance from us.

- Collision insurance for a term of N/A months. The cost of it is \$ N/A. The limit of coverage is \$ N/A, less a deductible of \$ N/A.
- Comprehensive insurance for a term of N/A months. The cost of it is \$ N/A. The limit of coverage is \$ N/A, less a deductible of \$ N/A.  Other (describe)

**THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.** (See INSURANCE on the reverse side.)

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Insurance is available for this Contract at the cost(s) shown below. Single Credit Life and Single Credit Accident and Health Insurance are available to any of you. If you want Credit Insurance, you must sign a statement(s) is signed by the Buyer(s) to be insured and the cost of Proposed Insurance given to you on a separate document.

By signing, you want Single Credit Life Insurance, which costs \$ N/A

Signature of Buyer to be insured for Single Credit Life Insurance

What is your age? \_\_\_\_\_ Years

By signing, you want Single Credit Accident & Health Insurance, which costs \$ N/A

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

What is your age? \_\_\_\_\_ Years

By signing, you both want Joint Credit Life Insurance, which costs \$ N/A. What are your ages? \_\_\_\_\_ Years

1. \_\_\_\_\_ Years

2. \_\_\_\_\_ Years

Signatures of both Buyers to be insured for Joint Credit Life Insurance

less a deductible of \$ N/A Comprehensive insurance for a term of N/A months. The cost of this is \$ N/A. Coverage is N/A less a deductible of \$ N/A (Other describe) N/A

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. (WHEN INSURANCE IS GIVEN, YOU MAY NOT REPAIR THIS VEHICLE ON PUBLIC HIGHWAYS. (See INSURANCE on the reverse side.)

CREDIT INSURANCE IS NOT REQUIRED. Credit insurance is available through us for the term of this contract at the cost(s) shown below. Single Life and Single Accident & Health insurance are available to any one Buyer signing for insurance below. No credit insurance will be provided unless a Buyer appropriate statement(s) is signed by the Buyer(s) to be insured and the cost(s) shown below are included in the Amount Financed. See the Certificate of Insurance and the Notice of Proposed Insurance given to you on a separate document.

By signing, you want Single Credit Life Insurance, which costs \$ <u>N/A</u> per year.	By signing, you want Single Credit Accident & Health Insurance, which costs \$ <u>N/A</u> per year.	By signing, you both want Joint Credit Life Insurance, which costs \$ <u>N/A</u> per year.
Signature of Buyer to be insured for Single Credit Life Insurance: <u>N/A</u>	Signature of Buyer to be insured for Single Credit Accident & Health Insurance: <u>N/A</u>	Signature of both buyers to be insured for Joint Credit Life Insurance: <u>N/A</u>
What is your age? <u>N/A</u> Years	What is your age? <u>N/A</u> Years	Signature of both buyers to be insured for Joint Credit Life Insurance: <u>N/A</u> Years

SECURITY AGREEMENT: To secure the payment of all sums due to us and the performance of all your obligations under this contract, you hereby grant to us a security interest in the Goods and in any parts called "accessions," which are attached to the Goods at any time and from any source.

ADDITIONAL TERMS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE BOUND TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person signing below as Co-Signer, promise to pay to us the Amount Financed, plus Finance Charges and other charges as provided in this Contract with the Buyer. You promise to be jointly and severally liable with the Buyer for the payment of the Buyer's obligations under this contract.

Co-Signer's Signature: <u>[Signature]</u>	Address: <u>[Address]</u>	Date: <u>[Date]</u>
---	---------------------------	---------------------

OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer and the other persons below, all of whom are owners of the Goods, give us Security Interest in the Goods identified above. You agree to be bound by the terms of the Security Agreement and all other terms of this contract.

OWNER'S SIGNATURE: [Signature] Address: [Address] Date: [Date]

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

oice

Phone: 609-883-4200  
Fax: 609-883-7348

www.lawrencetoyota.com



2871 Route One  
Lawrenceville, NJ 08648

PA. NUMBER  
215-736-1336  
TOLL FREE  
NUMBER  
1-800-521-0623  
PARTS  
609-771-1130

CUSTOMER NO. 50182		ADVISOR STEVEN MALKIEWICZ 5876		TAG NO. 18FS	INVOICE DATE 06/05/03	INVOICE NO. TQCS322527
LABOR RATE		LICENSE NO.		MILEAGE 3430	COLOR 056 NATURAL	STOCK NO. B2885
YEAR / MAKE / MODEL 03/TOYOTA/SEQUOIA/SEQ 4X4 LTD		VEHICLE I.D. NO. 5TDBT48A83S		DELIVERY DATE 04/18/03		DELIVERY MILES
F. T. E. NO.		P. O. NO.		SELLING DEALER NO.		PRODUCTION DATE
RESIDENCE PHONE		BUSINESS PHONE		R. O. DATE 06/05/03		
COMMENTS				MO: 3439		

*Good left  
change*

LABOR & PARTS  
 EXPRESS SERVICE HOURS  
 9 AM - 4:30 PM

TRAINEE TECHNICIAN  
 IDENTIFIED TECHNICIAN  
 IDENTIFIED TECHNICIAN

TOYOTA OIL  
 TOYOTA FLUIDS  
 TOYOTA PARTS

TOYOTA OIL  
 TOYOTA FLUIDS  
 TOYOTA PARTS

TOYOTA OIL  
 TOYOTA FLUIDS  
 TOYOTA PARTS



*Cost  
gsp  
Thank You*

We Appreciate Your Business!

# Invoice

Phone: 609-883-4200  
 Fax: 609-883-7348

www.lawrencetoyota.com



2871 Route One  
 Lawrenceville, NJ 08648

PA. NUMBER  
 215-736-1336  
 TOLL FREE  
 NUMBER  
 1-800-521-0623  
 PARTS  
 609-771-1130

CUSTOMER NO. 50182		ADVISOR STEVEN MALKIEWICZ 5876		TAG NO. 18FS		INVOICE DATE 06/05/03		INVOICE NO. TQCS322527	
[REDACTED]		LABOR RATE		LICENSE NO.		MILEAGE 3430		COLOR 056 NATURAL	
[REDACTED]		YEAR / MAKE / MODEL 03/TOYOTA/SEQUOIA/SEQ 4X4 LTD		VEHICLE I.D. NO. 5TDBT48A83S		DELIVERY DATE 04/18/03		STOCK NO. B2885	
EWING, NJ [REDACTED]		F. T. E. NO.		P. O. NO.		SELLING DEALER NO.		DELIVERY MILES	
RESIDENCE PHONE		BUSINESS PHONE		COMMENTS		R. O. DATE 06/05/03		PRODUCTION DATE	
[REDACTED]		[REDACTED]		[REDACTED]		MO: 3439		[REDACTED]	

TOTALS.....

\*\*\*\*\*

Hours of Operation.....

\*\*\*\*\*

\*\*\*\*\*

**SATURDAY SERVICE HOURS**  
 7:30 AM - 4:30 PM

FACTORY TRAINED TECHNICIANS  
 ARE CERTIFIED TO SERVICE  
 HYBRID CERTIFIED TOYOTA

*Thank You*  
 We Appreciate Your Business!

# Invoice

Phone: 609-883-4200  
Fax: 609-883-7348



2871 Route One  
Lawrenceville, NJ 08648

PA. NUMBER  
215-736-1336  
TOLL FREE  
NUMBER  
1-800-521-0623  
PARTS  
609-771-1130

www.lawrencetoyota.com

CUSTOMER NO. 50182	ADVISOR STEVEN MALKIEWICZ 5876	TAG NO. HHP	INVOICE DATE 10/15/03	INVOICE NO. T0CS334748
	LABOR RATE	LICENSE NO.	COLOR 058 NATURAL	STOCK NO. B2885
	YEAR / MAKE / MODEL 03/TOYOTA/SEQUOIA/SE0 4X4 LTD	MILEAGE 11938	DELIVERY DATE 04/18/03	DELIVERY MILES
EWING, NJ	VEHICLE I.D. NO. 5TDBT48A83S		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.		R.O. DATE 10/15/03	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO: 11938	

LABOR & PARTS  
3/1 22102

WIDE HOURS  
8:30 AM - 5:30 PM

Method  
CASH



# Invoice

Phone: 609-883-4200

Fax: 609-883-7348

www.lawrencetoyota.com



2871 Route One  
Lawrenceville, NJ 08648

PA. NUMBER  
215-736-1336  
TOLL FREE  
NUMBER  
1-800-521-0623  
PARTS  
609-771-1130

CUSTOMER NO. <b>50182</b>	ADVISOR <b>STEVEN MALKIEWICZ 5876</b>	TAG NO. <b>22SF</b>	INVOICE DATE <b>02/25/04</b>	INVOICE NO. <b>TCCS346477</b>
	LABOR RATE	LICENSE NO.	MILEAGE <b>17536</b>	COLOR <b>056 NATURAL</b>
<b>EWING, NJ</b>	YEAR / MAKE / MODEL <b>03/TOYOTA/SEQUOIA/SEQ 4X4 LTD</b>	VEHICLE I.D. NO. <b>5TDBT48A83S</b>	DELIVERY DATE <b>04/18/03</b>	STOCK NO. <b>B2885</b>
<b>225 pm 2/25</b>	F. T. E. NO.	SELLING DEALER NO.	PRODUCTION DATE	
RESIDENCE PHONE	COMMENTS	R. O. DATE <b>02/24/04</b>		

MO: 17538

LABOR	DESCRIPTION	UNIT	PRICE	TOTAL	TECH(S)	DATE	TIME
<b>JOB # 2 TOTAL</b>							
<b>JOB # 2 TOTAL LABOR &amp; PARTS</b>							
<b>0.10 TECH(S):5809</b>							
<b>JOB # 3 TOTAL</b>							
<b>JOB # 3 TOTAL LABOR &amp; PARTS</b>							

*Thank You*

*We Appreciate Your Business!*

609-883-4200  
Fax: 609-883-7343

www.lawrencetoyota.com

# LAWRENCE

## TOYOTA-SCION

2871 Route One  
Lawrenceville, NJ 08648

PA. NUMBER  
215-736-1336  
TOLL FREE  
NUMBER  
1-800-521-0623  
PARTS  
609-771-1130

CUSTOMER NO. 50182	ADVISOR STEVEN MALKIEWICZ 5876	TAG NO. 22SE	INVOICE DATE 02/25/04	INVOICE NO. T0CS246477
LABOR RATE	LICENSE NO.	MILEAGE 17536	COLOR 056 NATURAL	STOCK NO. B2885
YEAR / MAKE / MODEL 03/TOYOTA/SEQUOIA/SEQ 4X4 LTD	VEHICLE I.D. NO. 5TDBT48A83S	DELIVERY DATE 04/18/03	SELLING DEALER NO.	DELIVERY MILES
F. T. E. NO.	COMMENTS	R. O. DATE 02/24/04	PRODUCTION DATE	

LABOR PARTS  
JF 4-20102

MO: 17538

SERVICE HOURS  
9:30 AM

Thank You

We Appreciate Your

[ END OF INVOICE ]

SEE REVERSE FOR

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY 7:30 - 9:00  
 SATURDAY 8:00 - 5:00

# TEAM TOYOTA-SCION



"Where Friends Refer Friends"



NEW & USED CAR SALE

TOYOTA | everyday

Business Route 1 & I-95  
 Langhorne, PA 19047  
 www.teamtoyota.net

1-800-826-7971

215-741-4200

Fax: 215-741-6261

CUSTOMER NO. 61904		ADVISOR CORRADO FISCHETTI 1685		TAG NO. 4585	INVOICE DATE 08/12/04	INVOICE NO. TDCS32297
[REDACTED]		LABOR RATE	LICENSE NO.	MILEAGE 24688	COLOR	STOCK NO.
ewing, NJ [REDACTED]		YEAR / MAKE / MODEL 03/TOYOTA/SEQUOIA/4 DOOR UTILITY			DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. 5TDBT48A83S [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE		BUSINESS PHONE		F.T.E. NO.	P.O. NO.	R.O. DATE 08/11/04
COMMENTS						

MO: 24688

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 01TOZCF ✓ CHECK ENGINE LIGHT HOURS: 0.20 TECH(S):1688 WARRANTY  
 CUSTOMER STATES CHECK LIGHT ON  
 TEST CAR P0442 CODE INTERNAL PURGE VALVE ASSY  
 REPLACE PURGE VSV VALVE / RETEST OK

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1		PK4	V8 OIL KIT		WARRANTY
	1		90915-YZZD3	FILTER, DEL		WARRANTY
	1		90430-12028	GASKET		WARRANTY
	6		OIL	MOTOR OIL		WARRANTY
	1		90910-12246	VALVE, VACUUM SWI		WARRANTY
					TOTAL - PARTS	0.00

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----

LABOR-----  
 J# 2 20TOZ-DXPRESS \*LUBE OIL&FILTER HOURS: TECH(S):1688 27.95  
 EXPRESS LUBE SERVICE  
 CHNAGE OIL AND FILTER, CHECK AND ADJUST TIRE PRESURES,  
 AND A 19 POINT VISUAL INSPECTION  
 EXCESS OIL ON FRAME MAY OCCUR DUE TO FILTER CHANGE.

JOB# 2 TOTALS-----

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----  
 JOB # A 101 HAZ. WASTE REMOVAL  
 TOTAL - MISC 1.50

COMMENTS-----  
 SPOT DOWN BY PARTS

YOUR STATE INSPECTION  
 EXPIRES \_\_\_\_\_

TIRES	BRAKES
+	+

ANTIFREEZE PROTECTION

YOUR VEHICLE IS  
 PARKED IN SPOT

# \_\_\_\_\_

Copyright © 1999 The Reynolds and Reynolds Company

SEE REVERSE SIDE FOR WARRANTY

PARTS & SERVICE HOURS  
 MONDAY - FRIDAY 7:30 - 9:00  
 SATURDAY 8:00 - 5:00

**TEAM**  
**TOYOTA • SCION**



"Where Friends Refer Friends"



NEW & USED CAR SALES

TOYOTA | everyday

Business Route 1 & I-95  
 Langhorne, PA 19047  
 www.teamtoyota.net

1-800-826-7971

215-741-4200

Fax: 215-741-6261

CUSTOMER NO. 61904		ADVISOR CORRADO FISCHETTI 1685	TAG NO. 4585	INVOICE DATE 08/12/04	INVOICE NO. TDCS322297
[REDACTED]		LABOR RATE	LICENSE NO.	COLOR	STOCK NO.
[REDACTED]		MILEAGE 24688		DELIVERY DATE	DELIVERY MILES
YEAR / MAKE / MODEL 03/TOYOTA/SEQUOIA/4 DOOR UTILITY		VEHICLE I.D. NO. 5T0BT48A83S		SELLING DEALER NO.	PRODUCTION DATE
ewing, NJ [REDACTED]		P.T.E. NO.		P.O. NO.	R.O. DATE 08/11/04
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: 24688

TOTALS

\*\*\*\*\*  
 \* [ ] CASH [ ] CHECK No [ ] CHARGE A/R \*  
 \* [ ] MC / VISA [ ] AMERICAN EXPRESS \*  
 \* REC'D BY [Signature] DATE [8/10] \*  
 \*\*\*\*\*

TOTAL LABOR	27.95
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	1.50
TOTAL MISC DISC	0.00
TOTAL TAX	1.77
TOTAL INVOICE \$	31.22

YOUR STATE INSPECTION

EXPIRES \_\_\_\_\_

TIRES                      BRAKES



ANTIFREEZE PROTECTION

YOUR VEHICLE IS  
 PARKED IN SPOT

# \_\_\_\_\_

CUSTOMER SIGNATURE