

Archive Case Report - 200606051138

Customer/Caller Summary:

Customer Name/Address:

[REDACTED]
LANGHORN PA
[REDACTED]

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: PRODUCT; ABNORMAL CONDITION; RADIATOR- COOLING; OTHER-PLEASE SPECIFY

Case Type: GENERAL

Contact Method: PHONE

Cust Attitude: FRUSTRATED

Coding Type: COMPLAINT

Category: PRODUCT

Problem Area: ABNORMAL CONDITION

Component: RADIATOR- COOLING

Condition: OTHER-PLEASE SPECIFY

VIN: 2T1BR32E66C [REDACTED]

Dofu: 03/28/2006

Current Miles: 2000

Incident Miles: 2000

Model Year: 2006

Model Name: COROLLA

Region: CAT

District: A

Dealer 1: Sloane Toyota, 37101

Selling Dealer: Sloane Toyota, 37101

Case History:

Caller Seeks: REPAIR RADIATOR

CAC Stated: NCR APOL. NCR ADV CUST WILL OPEN CASE TO CRM FOR DSPM INVOLVEMENT. NCR ADV CUST WILL FORWARD CASE FOR DSPM'S POSITION. NCR ADV CUST CASE#

*** PHONE LOG 06/05/2006 12:54:40 PM KClark
 cllr sts: he george is calling on behalf of daughter would like to appeal a warranty decision. cllr adv his radiator needs to be replaced. cllr adv dlr informed cust there has been physical damage to dlr which. cllr he has spoken to crm TWelsh, cllr adv crm informed veh looks as though someone put somethin in veh, which is causing the radiator to smoke. cllr adv the radiator has an housing around it, cllr adv he does not believe something couldn't fell into radiator.

*** NOTES 06/05/2006 12:54:40 PM KClark
 NOTE TO DLR:
 please get dspm involvement. ncr adv to contact with with poss appt.

*** NOTES 06/05/2006 01:07:29 PM KClark
 OUTGOING CALL TO DLR:
 ncr adv cust per TWelsh, crm will contact dspm for involvement. ncr adv crm informed dspm will not be avail to speak in person, until 06/21/06. ncr adv cust understood & thanked.

*** CASE CLOSE 06/12/2006 12:50:32 PM DLR37101
 DLR CONTACTED DSM. DLR EXPLAINED FINDINGS TO DSM. DSM APPROVED REPLACEMENT OF RADIATOR UNDER WARRANTY. DLR INFORMED CUSTOMER, CUSTOMER HAPPY. DLR ORDERED PART. PART ON BACK ORDER. PART CAME IN 6/9 AND DLR INSTALLED AND CONTACTED CUSTOMER. CUSTOMER PICKED UP VEHICLE. PLEASE CLOSE.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
CLOSE	06/12/2006 13:31:56	LKARNS800	Status = Closed, Resolution Code = Full, State = Open.
YANKED	06/12/2006 13:31:52	.LKARNS800	Case grabbed from DLR37101 to LKarns800's default

DEALER CLOSE 06/12/2006 12:50:33 SCOTT
DISPATCH 06/12/2006 12:50:33 SCOTT
ASSIGN 06/05/2006 13:08:45 KCLARK
ACTION DEALER 06/05/2006 13:08:45 KCLARK
NOTES PHONE 06/05/2006 13:07:29 KCLARK
MODIFY 06/05/2006 12:54:40 KCLARK
PHONE LOG 06/05/2006 12:54:40 KCLARK
NOTES NOTES C 06/05/2006 12:54:40 KCLARK
CREATE 06/05/2006 12:52:04 KCLARK

WipBin.

Status changed to Dealer Close

Case Dispatched to CAT Closed Queue.

Case assigned to DLR37101

Case status changed to Action Dealer.

Log notes. Customer

into WIP default and Status of Action CAC.

Start = 06/05/2006 12:44:19 PM, End = 06/05/2006
12:54:40 PM, Contact = Maria Benonis.

Log notes. Customer

Contact = [REDACTED] Priority = Customer, Status
= Action CAC.

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

LEGAL SERVICES

FEB 18 2009

GROUP RECEIVED

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

[REDACTED]
Feasterville Trevose, PA [REDACTED]

v.

TOYOTA MOTOR SALES, U.S.A., INC.
19001 South Western Avenue
Torrance, CA 90501

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED], is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, [REDACTED], Feasterville Trevose, PA [REDACTED].

2. Defendant, Toyota Motor Sales, U.S.A., Inc., is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 19001 South Western Avenue, Torrance, CA 90501, and can be served at this address.

BACKGROUND

3. On or about March 28, 2006, Plaintiff purchased a new 2006 Toyota Corolla, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2T1BR32E66C [REDACTED].

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

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

Case ID: 090200742

Lemon Law, totaled more than \$19,819.41. 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 Plaintiff 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 Plaintiff.

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 Plaintiff.

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Check Engine Light On, Loss of Power and Vehicle Stalling. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

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

13. Plaintiff avers 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).

14. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

17. 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.

18. 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.

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

20. 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.

21. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

23. 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.

24. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

27. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands 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 II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

30. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

31. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

32. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

33. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

34. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

35. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

36. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

37. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: /s/ _____
ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

Robert A. Rapkin, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

/s/ _____
ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:30 AM - 09/29/2009

You must still comply with **DISCLOSURES PURSUANT TO THE TRUTH-IN-LENDING ACT** PARAF DEFENDERSE. This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a new trial or appeal from a decision entered by a Judge.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount of interest paid after all payments are made.
6.34%	\$4,122.75*	\$19,819.41	\$23,942.16



Your Payment Schedule Will Be:

<u>Number of Payments</u>	<u>Amount of Payments</u>	<u>Payments will be Due Monthly on the:</u>
71	\$332.53	20th day of each month beginning on May 20, 2006.
1	\$332.53*	

- Prepayment:** If you pay off this loan early, you will not have to pay a penalty.
- Security:** You have granted Capital One Auto Finance, Inc. a security interest in the vehicle you purchased with the loan proceeds.
- Filing Fee:** You agree to pay any lien filing fees, estimated at up to \$65.00.
- Other Terms:** Please read your Note and Security Agreement for additional information on security interests, nonpayment, default and our right to require payment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Amount paid to SLOANE TOYOTA on your behalf: \$19,819.41

* Estimate, actual amount will vary based on the number of days to the first payment and the actual dates that scheduled monthly payments are received during the life of the loan.

6-1





SLOANE TOYOTA
EASTON AND JENKINTOWN ROADS
GLENSIDE, PA 19038
(215) 885-5400



SERVICE & PARTS DEPARTMENT
HOURS OF OPERATION:
MONDAY - SATURDAY
7:00 AM - 7:00 PM

www.sloaneautos.com

CUSTOMER NO. 78220	ADVISOR JOSEPH MCMILLAN	TAG NO. 442	INVOICE DATE 06/09/06	INVOICE NO. TOCS356122
LABOR RATE	CHARGE NO.	MILEAGE 3,131	COLOR /	STOCK NO. 161662
YEAR / MAKE / MODEL 06 / TOYOTA / COROLLA / SDN 4CYL S AUTO	DELIVERY DATE 03/28/06		DELIVERY MILES 20	
VEHICLE ID NO. Z T 1 B R 3 2 E 6 6 C	SELLING DEALER NO. 37101		PRODUCTION DATE	
P.T.E. NO.	P.G. NO.	R.E. DATE 06/05/06		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 3132

JOB# 1 CHARGES

LABOR			TECH(S):29	WARRANTY
J# 1 55TOZZCKEN	CK ENGINE- LIGHT ON			
CUSTOMER STATES CHECK ENGINE LIGHT IS ON CERTIFIED DIAGNOSTIC TECHNICIAN ANALYZES VEHICLE ELECTRONIC CONTROL SYSTEMS USING FACTORY COMPUTORIZED DIAGNOSTIC TOOL. CUST STATES CAR WAS OVERHEATINGPARKED IN GARAGE CAR HAD A SMELL OF BURNY RUBBER AFTER DRIVING..... CODE P0 117 COOLANT TEMP SENSOR FOUND RADIATOR LEAKING REPLACE RADIATOR ASSY OP: 16011XZ 64/48				
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
	1	16400-0D240	RADIATOR ASSY	
	1	00272-SLLC2	SUPER LONG LIFE C	
				TOTAL - PARTS
				WARRANTY
				0.00
SUBLET	PO#	VEND INV#	INV DATE-DESCRIPTION	
	105329		06/09/06 RENTAL	
				TOTAL - SUBLET
				WARRANTY
				0.00
JOB# 1 TOTALS				
			JOB# 1 JOURNAL PREFIX TOCS	JOB# 1 TOTAL
				0.00

COMMENTS

DROP

TOTALS

CUSTOMER NOTIFICATION:

DATE: TIME: TALK TO: ASH #

AMOUNT \$

#####

[] VISA [] M/CARD [] AM/EX [] DISCOVER

[] CHARGE [] CASH [] CHECK - CK#

AUTHORIZATION #

RECEIVED BY DATE

#####

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL S.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

WARRANTY

CUSTOMER SIGNATURE



Reynolds and Reynolds ENGINEERING CONSULTING, INC.

Thanks for Being Part of the Team!



Service Center
407 East Lincoln Highway
Langhorne, PA 19047
www.teamtoyota.net

NEW & USED CAR SALES
TOYOTA | moving forward

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

1-800-826-7971

215-741-4200

Fax: 215-741-8281 CELL: 215-378-9646

Customer information form including fields for customer name, address, vehicle details, and contact information.

LABOR:
1 01TOZCE CHECK ENGINE LIGHT HOURS: 0.40 TECH(S):1880
CUSTOMER STATES CHECK LIGHT ON
AND WONT GO OVER 3 MPH
RUN DIAGNOSTICS FOR CHECK ENGINE LIGHT
EG7035 .4
DIAGNOSTIC RESULTS
P0121,P0123,P0606,P0 2103 REPLACE ECU UNIT

Table with columns: QTY, FP NUMBER, DESCRIPTION, UNIT PRICE, TOTAL - PARTS. Row 1: 1, 89661-02K21, COMPUTER, ENGINE, 0.00

B# 1 TOTALS:
JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

REMARKS:
WARRANTY 0.00

[] CASH [] CHECK No [] CHARGE A/R
[] MC / VISA [] AMERICAN EXPRESS
REC'D BY DATE 1/2/09
TOTAL LABOR 0.00
TOTAL PARTS 0.00
TOTAL SUBLET 0.00
TOTAL G.O.G. 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX 0.00
TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE

YOUR STATE INSPECTION
EXPIRES

TIRES BRAKES
+ +

ANTIFREEZE PROTECTION

YOUR VEHICLE IS
PARKED IN SPOT
#

Thanks for Being Part of the Team!



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Langhorne, PA 19047
www.teamtoyota.net

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

1-800-826-7971

215-741-4200

Fax: 215-741-4261 215-378-9646

Customer information form including name (GARY CHASE), address (LANGHORNE, PA), vehicle details (2006 TOYOTA COROLLA), and contact numbers.

LABOR JOB# 1 01TOZ ENGINE MECHANICAL HOURS: 2.10 TECH(S):1880
CUST STATES ENGINE STALLED OUT WHILE DRIVING
CHECK AND ADVISE
FOUND CODES P0121 AND P3103
FOUNDED SHORT IN NEW ECM ALSO CAUSING
SHORTS IN THROTTLE POSITION SENSOR AND ACCELERATION
POSITION SENSOR

Table with columns: PARTS, QTY, FP-NUMBER, DESCRIPTION, UNIT PRICE. Includes items like GASKET, THROTTLE and PEDAL ASSY, ACCEL.

SUBLET PO# 132443 VEND INV# 01/07/09 INV. DATE 01/07/09 DESCRIPTION LOANER BENONIS

JOB# 1 TOTALS JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL

COMMENTS TOW IN ROADTESTED FOR A LONG DISTANCE TO ENSURE CUSTOMERS SAFETY

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

CUSTOMER SIGNATURE

IMPORTANT

You may receive a survey from TOYOTA in the next few weeks. If there is any reason you cannot grade us as "EXCELLENT" please contact Denise Gianfrancesco (Customer Relations Manager) at (215) 741-4200 Ext. 420

YOUR STATE INSPECTION EXPIRES

Table for Tires and Brakes inspection with checkboxes.

ANTIFREEZE PROTECTION

YOUR VEHICLE IS PARKED IN SPOT

Signature and date section with fields for 'Contacted', 'Reviewed All Repairs', and 'Reviewed All Charges'.

Thanks for Being Part of the Team!



NEW & USED CAR SALES
TOYOTA | moving forward

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407 East Lincoln Highway
Langhorne, PA 19047
www.teamtoyota.net

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

1-800-826-7971

215-741-4200

Fax: 215-741-4264; 215-378-9646

CUSTOMER NO 129953	GARY CHASE 2046	YAO NO 114	DATE 01/13/09	INVENTORY 64838
LANGHORNE, PA	LABOR RATE	LICENSE NO.	MILEAGE 45,561	COLOR
	VEHICLE / COROLLA / 4 DOOR SEDAN		DELIVERY DATE	DELIVERY MILE
	VEHICLE IDENTIFICATION NO. R 3 2 E 6 6 C		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	DATE 01/13/09	
COMMENTS				MO: 45593

JOB# 1 CHARGES

LABOR	J# 1 010ZCE	CHECK ENGINE LIGHT	HOURS:	TECH(S): 1880	49.95
CUSTOMER STATES CHECK LIGHT ON FOUND WIRES PINCHED NU HAIR DRYER ASSEMBLY RUN DIAGNOSTICS FOR CHECK ENGINE LIGHT REPAIR WIRES IN TRUNK DIAGNOSTIC RESULTS					
SUBLET	PO# 137690	VEND INV#	INV. DATE	DESCRIPTION	INTERNAL
			01/13/09	LOANER BENONIS	0.00
JOB# 1 TOTALS	TOTAL - SUBLET				49.95
	LABOR				49.95
	JOB# 1 JOURNAL PREFIX TOCS			JOB# 1 TOTAL	49.95
COMMENTS	DROP RENTAL				
TOTALS	TOTAL LABOR				49.95
	TOTAL PARTS				0.00
	TOTAL SUBLET				0.00
	TOTAL G.D.G.				0.00
	TOTAL MISC CHG.				0.00
	TOTAL MISC DISC				0.00
	TOTAL TAX				3.00
	TOTAL INVOICE \$				52.95

YOUR STATE INSPECTION
EXPIRES _____

TIRES	BRAKES
+	+

ANTIFREEZE PROTECTION

YOUR VEHICLE IS
PARKED IN SPOT

Contacted 1/13/09

Time 11:08

Reviewed All Repairs [Signature]

Reviewed All Charges \$ 52.95

[Signature] Sales Signature

CUSTOMER SIGNATURE

SALE

1-800-826-7971

215-741-4200

407 East Lincoln Highway
Langhorne, PA 19047

www.teamtoyota.net

INVOICE 11:08am



Case Report - 200510121080**Customer/Caller Summary:**

Customer Name/Address:

Bakersfield, CA

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Product; Abnormal Condition; HVAC System; Does not Cool
Case Type: Priority
Contact Method: Written
Cust Attitude: To Pursue Legal Acti
Coding Type: Complaint
Category: Product
Problem Area: Abnormal Condition
Component: HVAC System
Condition: Does not Cool
VIN: 2T1BY32E55C
Dofu: 05/29/2005
Current Miles: 0
Incident Miles: 0
Model Year: 2005
Model Name: Corolla
Region: Los Angeles
District: 03
Dealer 1: Frontier Toyota, 04347
Selling Dealer: Frontier Toyota, 04347

Case History:

Customer Seeks: Repurchase + payment of Attorney fees.
CAC Stated: Region will follow up with Attorney's Office as instructed.

*** PHONE LOG 10/12/2005 01:42:42 PM WSamuels
==LEMON LAW (CA)== Rec.via InterOffice delivery 10/12/2005. Prev. cases are 200508171313 and 200508251154. Atty J. Basola (K&M) adv on cust's behalf that cust has taken veh to Dlr for unsuccessful repair attempts for HVAC syst not cooling, cap missing from a/c line, veh stalls when clutch is engaged. Per Song-Beverly, cust seeks cancellation of contract & return of all funds paid towards veh + payment of Atty fees.

*** NOTES 10/12/2005 01:43:04 PM WSamuels
KROHN & MOSS, Ltd.
5055 Wilshire Boulevard, Suite 300
Los Angeles, CA 90036
Jennifer Basola - Attorney
323-988-2400 x227 - Office
866-431-5575 Facsimile
www.krohnandmoss.com
jbasola@consumerlawcenter.com

*** CASE CLOSE 11/15/2005 12:05:17 PM CSimard110
LA Region repurchasing customers vehicle. Left mess at attorney's office

*** NOTES 11/16/2005 02:07:23 PM MSweeter110
LA Region repurchased vehicle.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	11/16/2005 02:07:23 PM	MSweeter110	Log notes.
Rule Action	11/16/2005 02:07:28 PM	rulemgr	Action Send Notify of rule Toyota Priority Notify

Yanked	11/15/2005 12:04:32 PM	CSimard110	Non Owner fired Case grabbed from MGiderman110 to CSimard110's default WipBin.
Chg Status	11/15/2005 12:04:32 PM	CSimard110	Action Region
Case Close	11/15/2005 12:05:17 PM	CSimard110	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	11/15/2005 12:05:20 PM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority Closed Case fired
Accept	10/13/2005 09:16:17 AM	MGiderman110	from Queue Los Angeles to WIP LEMON LAW CASES.
Create	10/12/2005 12:28:14 PM	WSamuels	Contact = [REDACTED] Priority = Lemon Law, Status = Action CAC.
Phone Log	10/12/2005 01:42:42 PM	WSamuels	Start = 10/12/2005 12:28:14 PM, End = 10/12/2005 01:42:42 PM, Contact = [REDACTED].
Notes	10/12/2005 01:43:04 PM	WSamuels	Log notes.
Modify	10/12/2005 01:43:06 PM	WSamuels	into WIP default and Status of Action CAC.
Dispatch	10/12/2005 01:43:06 PM	WSamuels	Action Region to Los Angeles
Chg Status	10/12/2005 01:43:06 PM	WSamuels	Case sent to region: Los Angeles

Case Report - 200508251154**Customer/Caller Summary:**

Customer Name/Address:

Bakersfield, CA

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Sales/New Purchase; Delivery; Features not explained; Not Applicable
 Case Type: General
 Contact Method: Survey
 Cust Attitude: Concerned
 Coding Type: Complaint
 Category: Sales/New Purchase
 Problem Area: Delivery
 Component: Features not explained
 Condition: Not Applicable
 VIN: 2T1BY32E55C
 Dofu: 05/29/2005
 Current Miles: 0
 Incident Miles: 0
 Model Year: 2005
 Model Name: Corolla
 Region: Los Angeles
 District: 03
 Dealer 1: Frontier Toyota, 04347
 Selling Dealer: Frontier Toyota, 04347

Case History:

Customer Seeks: crm contact
 CAC Stated:

*** PHONE LOG 08/25/2005 01:48:00 PM EHellmer
 ==Rapid Response Survey==
 Q04A-Accessories as Promised-Poor

*** CASE CLOSE 08/30/2005 03:03:23 PM DLR04347
 ASST CUST WITH INTERIOR FABRIC AND EXTERIOR PAINT PROTECTION AND WILL DETAIL & FUEL VEH. CUST VERY HAPPY.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Yanked	08/30/2005 04:36:41 PM	MGiderman110	Case grabbed from DLR04347 to MGiderman110's default WipBin.
Chg Status	08/30/2005 04:36:41 PM	MGiderman110	Action Region
Case Close	08/30/2005 04:36:44 PM	MGiderman110	Status = Closed, Resolution Code = Full, State = Open.
Chg Status	08/30/2005 03:03:23 PM	DLR04347	Status changed to Dealer Close
Dispatch	08/30/2005 03:03:23 PM	DLR04347	Case Dispatched to Los Angeles Closed Queue.
Create	08/25/2005 01:45:20 PM	EHellmer	Contact = Priority = Customer, Status = Action CAC.
Modify	08/25/2005 01:48:00 PM	EHellmer	into WIP default and Status of Action CAC.
Phone Log	08/25/2005 01:48:00 PM	EHellmer	Start = 08/25/2005 01:45:20 PM, End = 08/25/2005 01:48:00 PM, Contact =
Modify	08/25/2005 01:48:16 PM	EHellmer	into WIP default and Status of Action CAC.
Assign	08/25/2005 01:48:17 PM	EHellmer	Case assigned to DLR04347
Chg Status	08/25/2005 01:48:17 PM	EHellmer	Case status changed to Action Dealer.

Printed by RBrown

Case Report - 200508171313**Customer/Caller Summary:**

Customer Name/Address:

Bakersfield, CA

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Product; Abnormal Condition; Engine- Powertrain; Stalls
 Case Type: General
 Contact Method: Phone
 Cust Attitude: Concerned
 Coding Type: Complaint
 Category: Product
 Problem Area: Abnormal Condition
 Component: Engine- Powertrain
 Condition: Stalls
 VIN: 2T1BY32E55C [REDACTED]
 Dofu: 05/29/2005
 Current Miles: 10000
 Incident Miles: 10000
 Model Year: 2005
 Model Name: Corolla
 Region: Los Angeles
 District: 08
 Dealer 1: Bill Wright Toyota, 04187
 Selling Dealer: Frontier Toyota, 04347

Case History:

Customer Seeks: rpr of veh.
 CAC Stated: ncr apol & adv cust of case#. adv cust of CRM name/role & c/b w/in 3 bus days.

*** PHONE LOG 08/17/2005 03:52:22 PM CSilao
 cust sts Corolla at dlr. sts dlr adv cust clutch is burned out & will not be rpr under warr. sts veh stalls all the time. sts husband adv cluth engages to go into another gear. sts a/c stopped working. sts has been working w/ Andy at svc. sts when you come to a stop & push clutch in w/ brakes veh wants to stall.

*** CASE CLOSE 08/19/2005 05:18:58 PM DLR04187
 08/19/05 SPOKE TO CUST AND EXPLD THAT IF CLUTCH IS WORN THAT REPAIRS WOULD BE AT HER EXPENSE. CUST STATED SHE WANTED A SECOND OPINION. SVC MANAGER SET APPT FOR CUSTOMER FOR SECOND OPINION.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Yanked	08/22/2005 08:08:11 AM	JSchurger110	Case grabbed from DLR04187 to JSchurger110's default WipBin.
Chg Status	08/22/2005 08:08:11 AM	JSchurger110	Action Region
Case Close	08/22/2005 08:08:14 AM	JSchurger110	Status = Closed, Resolution Code = Full, State = Open.
Chg Status	08/19/2005 05:18:58 PM	DLR04187	Status changed to Dealer Close
Dispatch	08/19/2005 05:18:58 PM	DLR04187	Case Dispatched to Los Angeles Closed Queue.
Modify	08/17/2005 03:52:22 PM	CSilao	into WIP default and Status of Action CAC.
Phone Log	08/17/2005 03:52:22 PM	CSilao	Start = 08/17/2005 03:46:26 PM, End = 08/17/2005 03:52:22 PM, Contact = Elizabeth Campbell.
Assign	08/17/2005 03:52:22 PM	CSilao	Case assigned to DLR04187
Chg Status	08/17/2005 03:52:22 PM	CSilao	Case status changed to Action Dealer.
Create	08/17/2005 03:46:26 PM	CSilao	Contact = [REDACTED] Priority = Customer, Status = Action CAC.

1 Todd M. Friedman, Esq.- State Bar #216752
Krohn & Moss
2 5055 Wilshire Blvd, Suite 300
Los Angeles, CA 90036
3 (323) 988-2400 x.226
Attorneys for Plaintiff, ELIZABETH CAMPBELL

C ORIGINAL FILED ON: C
O
P NOV 14 2005
Y
SUPERIOR COURT
METROPOLITAN DIVISION

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

7 S-1500-CV 256857
Case No.

LPE

8 [REDACTED])
Plaintiff,)
9 vs.)
10 TOYOTA MOTOR SALES, USA, INC.)
11 Defendant)

COMPLAINT

LETTER OF INTENT
JAN 8 2006
COURT RECEIVED

13
14 COMPLAINT

15 NOW COMES the Plaintiff [REDACTED] by and through Plaintiff's
16 attorneys, KROHN & MOSS, LTD., and for Plaintiff's Complaint against Manufacturer,
17 TOYOTA MOTOR SALES, USA, INC., alleges and affirmatively states as follows:

18 PARTIES

- 19 1. Plaintiff, [REDACTED] ("Plaintiff), is an individual who purchased
20 subject vehicle in the State of California.
21 2. Manufacturer, TOYOTA MOTOR SALES, USA, INC.
22 ("Manufacturer"), is a corporation Authorized to do business in the State of California and is
23 engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and
24 services. Manufacturer is also in the business of marketing, supplying and selling written
25 warranties to the public at large through a system of authorized dealerships, including Bill

1 Wright Toyota, Inc. ("Seller"). Manufacturer does business in all counties of the State of
2 California.

3 **BACKGROUND**

4 3. On or about May 29, 2005, Plaintiff purchased from Seller a 2005 Toyota Corolla
5 ("Corolla"), manufactured by Manufacturer, Vehicle Identification No. 2T1BY32E55C [REDACTED]
6 for valuable consideration (Plaintiff is unable to locate his purchase contract at this time, but will
7 produce same upon receipt. Notwithstanding, Defendant is in possession of said contract).

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

12 5. On or about May 29, 2005, Plaintiff took possession of the Corolla and shortly
13 thereafter experienced the various defects listed below that substantially impair the use, value
14 and/or safety of the Corolla.

15 6. The defects listed below violate the express written warranties issued to Plaintiff
16 by manufacturer, as well as the implied warranty of merchantability.

17 7. Plaintiff brought the Corolla to Seller and/or other authorized service dealers of
18 manufacturer for various defects, including, but not limited to the following:

- 19 a. Defective a/c as evidenced by a/c not cold and cap missing from a/c line;
20 b. Defective engine as evidenced by vehicle stalling when clutch pushed in; and
21 c. Any additional complaints made by Plaintiff, whether or not they are contained in
22 Manufacturer's records or on any repair orders.

23 8. Plaintiff provided Manufacturer through Seller and/or other authorized dealers of
24 Manufacturer sufficient opportunities to repair the Corolla.

25 9. Manufacturer, through its authorized dealers was unable and/or failed to repair

1 the Corolla within a reasonable number of attempts.

2 10. Plaintiff justifiably lost confidence in the Corolla's reliability and said
3 defects have substantially impaired the value of the Corolla to Plaintiff.

4 11. Said defects could have not been discovered by Plaintiff prior to Plaintiff's
5 acceptance of the Corolla.

6 12. As a result of said defects, Plaintiff revoked acceptance of the Corolla in writing
7 on October 3, 2005 (A copy of said letter is attached hereto and marked as Exhibit "A").

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

10 14. Manufacturer refused Plaintiff's demand for revocation and has refused to provide
11 Plaintiff with the remedies Plaintiff is entitled upon revocation.

12 15. The Corolla remains in a defective and unmerchantable condition, and continues
13 to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

14 16. Plaintiff has and will continue to be financially damaged due to Manufacturer's
15 failure to comply with the provisions of its express and implied warranties.

16 17. Prior to filing this complaint, Plaintiff attempted to submit to Manufacturer's
17 informal dispute resolution program and was unsatisfied with the results therein.

18 **COUNT I**
19 **BREACH OF WRITTEN WARRANTY**
20 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**
21 **MANUFACTURER**

22 18. Plaintiff realleges and incorporates by reference as fully set forth herein,
23 paragraphs 1-18 of this Complaint.

24 19. Plaintiff is a purchaser of a consumer product who received the Corolla during the
25 duration of a written warranty period applicable to the Corolla and who is entitled by the terms
of the written warranty to enforce against Manufacturer the obligations of said warranty.

1 20. Manufacturer is a person engaged in the business of making a consumer product
2 directly available to Plaintiff.

3 21. Seller is an authorized dealership/agent of Manufacturer designed to perform
4 repairs on vehicles under Manufacturer's automobile warranties.

5 22. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq.
6 ("Warranty Act") is applicable to Plaintiff's Complaint in that the Corolla was manufactured,
7 sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
8

9 23. Plaintiff's purchase of the Corolla was accompanied by written factory warranties
10 for any non-conformities or defects in materials or workmanship, comprising an undertaking in
11 writing in connection with the purchase of the Corolla to repair the Corolla or take other
12 remedial action free of charge to Plaintiff with respect to the Corolla in the event that the Corolla
13 failed to meet the specifications set forth in said undertaking.

14 24. Said warranties were the basis of the bargain of the contract between the Plaintiff
15 and Manufacturer for the sale of the Corolla to Plaintiff.

16 25. Said purchase of Plaintiff's Corolla was induced by, and Plaintiff relied upon,
17 these written warranties.

18 26. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the
19 written warranties.
20

21 27. As a direct and proximate result of Manufacturer's failure to comply with its
22 express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §
23 2310(d), Plaintiff is entitled to bring suit for such damages and other equitable relief.

24 WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:
25

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

6 **COUNT II**
7 **BREACH OF IMPLIED WARRANTY**
8 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**
9 **MANUFACTURER**

10 28. Plaintiff realleges and incorporates by reference as through fully set forth herein,
11 paragraphs 1-18 of this complaint.

12 29. The Corolla purchased by Plaintiff was subject to an implied warranty of
13 merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended
14 consumer, Plaintiff herein.

15 30. Manufacturer is a supplier of consumer goods as a person engaged in the business
16 of making a consumer product directly available to Plaintiff.

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

21 32. Pursuant to 15 U.S.C. § 2308, Plaintiff's Corolla was impliedly warranted to be
22 substantially free of defects and non-conformities in both material and workmanship, and
23 thereby fit for the ordinary purpose for which the Corolla was intended.

24 33. The Corolla was warranted to pass without objection in the trade under the
25 contract description, and was required to conform to the descriptions of the vehicle contained in
the contracts and labels.

1 34. The above described defects in the Corolla render the Corolla unfit for the
2 ordinary and essential purpose for which the Corolla was intended.

3 35. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has
4 suffered and continues to suffer various damages.

5 WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- 6 a. Return of all monies paid or in the alternative applicable damages pursuant to section
7 2714 of the Commercial Code, and all incidental and consequential damages
8 incurred;
9 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.

10 **COUNT III**
REVOCAION OF ACCEPTANCE
MANUFACTURER

11 36. Plaintiff realleges and incorporates by reference as though fully set forth herein,
12 paragraphs 1-18 of this Complaint.

13 37. Manufacturer's tender of the Corolla was substantially impaired to Plaintiff.

14 38. Manufacturer's tender of the Corolla, which was substantially impaired to
15 Plaintiff, constitutes a violation of 15 U.S.C. §2310(d).

16 WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- 17 a. Return of all monies paid or in the alternative applicable damages pursuant to section
18 2714 of the Commercial Code, and all incidental and consequential damages
19 incurred;
20 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.

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

22 39. Plaintiff realleges and incorporates by reference as though fully set forth herein,
23 paragraphs 1-18 of this Complaint.
24

1 40. Pursuant to Cal Civ. Code. § 1793.22(b)(2), Plaintiff has presented the Corolla to
2 Seller and/or other authorized service dealers of Manufacturer within the term of protection and
3 have tendered the subject vehicle four (4) or more times for the same defects and/or non-
4 conformities within eighteen-thousand (18,000) miles and/or eighteen (18) months for the above-
5 mentioned defects that substantially affect the use, value and safety of the Corolla.

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

8 42. Pursuant to Cal Civ. Code. § 1793.2, Plaintiff is entitled to a refund of the full
9 purchase price of the vehicle, including all collateral charges and finance charges, and/or a
10 replacement vehicle, plus all attorney fees and costs.
11

12 43. Manufacturer has willfully violated the provisions of this act by knowing of its
13 obligations to refund or replace Plaintiff's vehicle, but failing to fulfill them.

14 WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- 15 a. Return of the Corolla's purchase price and all incidental and consequential
16 damages incurred by Plaintiff;
17 b. Return of all finance charges incurred by Plaintiff for the Corolla;
18 c. All reasonable attorneys' fees, witness fees, court costs and other fees
incurred by Plaintiff; and
19 d. A civil penalty pursuant to Cal. Civ. Code § 1794 (c).
e. Such other and further relief that this Court deems just and appropriate.

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

21 44. Plaintiff realleges and incorporates by reference as though fully set forth herein,
22 paragraphs 1-18 of this Complaint.

23 45. The Corolla purchased by Plaintiff was subject to an implied warranty of
24 merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the
25 intended consumer, Plaintiff herein.

1 46. Manufacturer is a supplier of consumer goods as a person engaged in the business
2 of making a consumer product directly available to Plaintiff.

3 47. Manufacturer is prohibited from disclaiming or modifying any implied warranty
4 under Cal. Civ. Code §1790.

5 48. Pursuant to Cal. Civ. Code §1790, Plaintiff's Corolla was impliedly warranted to
6 be fit for the ordinary use for which the Corolla was intended.

7 49. The Corolla was warranted to pass without objection in the trade under the
8 contract description, and was required to conform to the descriptions of the vehicle contained in
9 the contracts and labels.

10 50. The above described defects in the Corolla caused it to fail to possess even the
11 most basic degree of fitness for ordinary use.

12 51. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has
13 suffered and continues to suffer various damages.

14 **WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:**

- 15
- 16 a. Return of all monies paid or in the alternative applicable damages
17 pursuant to section 2714 of the Commercial Code, and all incidental and
18 consequential damages incurred;
- 19 b. All reasonable attorneys' fees, witness fees and all court costs and other
20 costs;
- 21 c. Such other and further relief that the Court deems just and appropriate.

22 **PLAINTIFF HEREBY REQUESTS A JURY TRIAL IN THIS MATTER.**

23

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Dated this 31st day of August, 2005

Todd M. Friedman
Attorney for Plaintiff



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EXHIBIT A

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)

5055 Wilshire Blvd Suite 300

Los Angeles, CA. 90036

www.krohnandmoss.com

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Writer's Direct E-Mail

jbssols@consumerlawcenter.com

Writer licensed to practice

only in

California

Illinois

October 3, 2005

Toyota Motor Sales USA, Inc.
ATTN: Legal Department
19001 S. Western Ave.
Torrance, CA 90509

RE: [REDACTED] v. Toyota Motor Sales USA, Inc.

Vehicle: 2005 Toyota Corolla

VIN: 2T1BY32E55C [REDACTED]

Our File: L05098225A

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("Lemon Law") and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office as such.

Having been formally notified of our representation, 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.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective a/c as evidenced by a/c not cold and cap missing from a/c line;
2. Defective engine as evidenced by vehicle stalling when clutch pushed in;

October 3, 2005

3. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

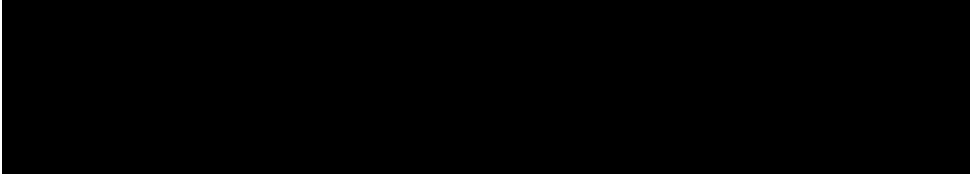
To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this 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 could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

Jennifer Basola
Attorney

JB/tme



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 PLAINTIFF

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

Whitehouse Station, NJ

v.

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

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY

CIVIL ACTION

NO. L-565-05

DEC - 5 2005

LEGAL SERVICES
GROUP RECEIVED
COMPLAINT

1. Plaintiff, [REDACTED], is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED] Whitehouse Station, NJ [REDACTED]
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 June 02, 2005, Plaintiff leased a new 2005 Toyota Corolla, manufactured [REDACTED] and warranted by Defendant, bearing the Vehicle Identification Number 2TB1BR32E05C [REDACTED]
4. The vehicle was leased in the State of New Jersey and is registered in the State of New Jersey.
5. The lease 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 \$11,200.40. 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 Plaintiff 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 Plaintiff.

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 Plaintiff.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

10. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

11. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

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

13. Crystal Motors, is 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.

14. On or about June 02, 2005, Plaintiff 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.

15. 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). Plaintiff believes and therefore avers 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.

16. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

17. 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.

18. 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 requested, 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.

19. Plaintiff has 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.

20. 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.

21. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

23. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: rattle in front dash at radio, vehicle died, check engine light on and steering wheel of center. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

24. Plaintiff has 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.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks 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 demands 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

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

28. Plaintiff avers 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).

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

30. Plaintiff is a "Consumer" 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. Plaintiff has 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, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is 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. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands 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

44. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

45. 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.

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

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

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

49. 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, Plaintiff respectfully demands 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

50. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

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

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

53. 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 Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

54. 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.

55. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

56. 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.

57. 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 Plaintiff believes and therefore avers 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.

58. Plaintiff believes and therefore avers 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.

59. 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.

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


61. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

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

- a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12,
- b. Plaintiff's vehicle, given the defect/condition, is worthless;
- c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiff has 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, Plaintiff has incurred additional transportation costs; and
- e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands 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.

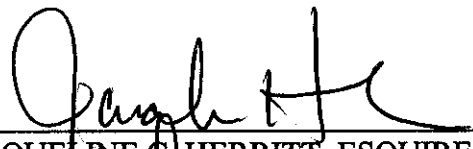
KIMMEL & SILVERMAN, P.C.

By 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

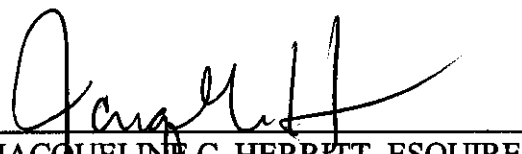
By: 

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

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.

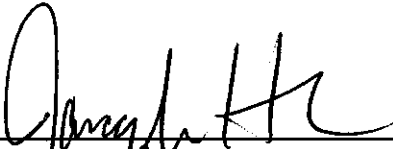
By: 

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is 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 *March 17, 2015*

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff



FINANCIAL SERVICES

LEASE CLOSED-END MOTOR VEHICLE LEASE AGREEMENT NEW JERSEY

1. Parties DEAL # 228939

Lease Date 06/02/2005

LESSOR (DEALER) NAME AND ADDRESS: 220 ROUTE 22 W GREEN BROOK NJ 05812. LESSEE AND CO-LESSEE NAME AND ADDRESS: WHITEHOUSE STATION HUNTERDON. VEHICLE GARAGING ADDRESS: [REDACTED]

This is a Lease for the Vehicle described below. The words "you", "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we", "us" and "our" refer to the Lessor, and after assignment, Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee. By signing this Lease, you are leasing this Vehicle according to all of the terms of this Lease.

2. Description of Leased Vehicle, You are leasing from us, and received in satisfactory condition, the following Vehicle:

Table with columns: New, Used or Demo; Year; Make; Model; Body Style; Vehicle Identification No.; Odometer Mileage; Primary Use. Row 1: N, 2005, TOYOTA, COROLLA, 4DR SDN, 2T1BR32E05C, 9, Personal, Family or Household.

Transmission: Auto; Brakes: Power; Steering: Power; Air Conditioning: []; Engine Cylinders: 4; Monroney Label MSRP: \$16,066.00. Other options: Manual, Manual, Manual, Daily Rental, Police, Prior Wreckage, Unknown.

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery: \$712.65. 4. Monthly Payments: 299.65. 5. Other Charges: N/A. 6. Total of Payments: \$11,200.40.

7. Amount Due at Lease Signing or Delivery: a. Capitalized Cost Reduction: N/A; b. First Monthly Payment: 299.65; c. Refundable Security Deposit: N/A; d. Title Fees: N/A; e. Registration Fees: 193.50; f. License Fees: 10.00; g. Tax on Capitalized Cost Reduction: N/A; h. Acquisition Fee: N/A; i. DOC FEES: 202.00; j. NEW JERSEY TIRE TAX: 7.50; k. Total: 712.65. 8. How the Amount Due at Lease Signing or Delivery will be Paid: a. Net Trade-In Allowance: N/A; b. Rebates and Noncash Credits: N/A; c. Amount to be Paid in Cash: 712.65; d. Total: 712.65.

9a. Gross Capitalized Cost: \$17,486.26. b. Capitalized Cost Reduction: N/A. c. Adjusted Capitalized Cost: \$17,486.26. d. Residual Value: \$8,295.00. e. Depreciation and any Amortized Amounts: \$9,191.26. f. Rent Charge: \$1,596.14. g. Total of Base Monthly Payments: \$10,787.40. h. Lease Payments: 36. i. Base Monthly Payment: 299.65. j. Monthly Sales/Use Tax: N/A. k. Total Monthly Payment ("Monthly Payment"): 299.65.

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12,000 miles per year at the following rates: Fifteen (15) cents per mile if the Agreed Upon Value of the Vehicle (Section 13a) is greater than \$25,000.00 but less than \$40,001.00; Twenty-five (25) cents per mile if the Agreed Upon Value of the Vehicle (Section 13a) is equal to or greater than \$40,001.00 but less than \$55,001.00; or, Thirty (30) cents per mile if the Agreed Upon Value of the Vehicle (Section 13a) is equal to or greater than \$55,001.00.

11. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease Term for \$8,295.00.

12. Other Important Terms. See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.



13. Itemization of Gross Capitalized Cost

Table with 2 columns: Item description and Amount. Items include Agreed Upon Value of the Vehicle, Taxes, Initial Title, License and Registration Fees, Mechanical Breakdown Protection, Credit Life, Guaranteed Automobile Protection, Outstanding Prior Credit or Lease Balance, Acquisition Fee, and Gross Capitalized Cost.

14. Lease Term, Scheduled Maturity Date and Total Cost of this Lease

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 06/01/2008

The total cost of this Lease, assuming you do not default and you exercise the purchase option at the Scheduled Maturity Date, is \$ 19,495.40. This disclosure is required by New Jersey law and is calculated in a manner specified under the law.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required:

- a) primary automobile liability insurance with minimum limits for bodily injury or death: i) \$ 100,000.00 for any one person, and ii) \$ 300,000.00 for any one accident, and iii) \$ 50,000.00 for property damage; and b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of \$1,000.

See Section 24 for additional information.

You have provided us today with the following insurance information:

NJ MANUFACTURERS F452724-8 Insurance Provider Policy No. Insurance Coverage Verification By: Dealer Employee (800) 232-6600 DIRECT 301 SULLIVAN WAY TRENTON NJ 08629 Agent's Name / Address Agent's Phone No.

16. Estimated Official Fees and Taxes

\$ 933.26

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.1), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

17. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You are responsible for all damage to the Vehicle and for its loss, seizure or theft. You must tell us immediately if any of these events happen, and cooperate with your insurance company.

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

- Remainder of standard new vehicle warranty from manufacturer Used vehicle warranty from manufacturer

YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you initial below, and you are accepted by the Provider. By your initials below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

- Optional Credit Life Insurance \$ N/A Beginning Coverage Insured(s) \$ N/A Provider Premium Lessee / Co-Lessee Initials Optional Credit Disability Insurance \$ N/A Maximum Monthly Coverage Provider Premium Lessee / Co-Lessee Initials Optional Mechanical Breakdown Protection miles/months Coverage \$ 500.00 Provider Premium or Charge Lessee / Co-Lessee Initials VANGUARD INSURANCE \$ 500.00 Optional Guaranteed Automobile Protection (see Section 23) CRYSTAL MOTORS \$ N/A Provider Premium or Charge Lessee / Co-Lessee Initials Optional Maintenance Agreement VANGUARD INSURANCE N/A Provider Premium or Charge Lessee / Co-Lessee Initials Total Premiums and Charges \$ 500.00

20. Complete Agreement or Modification

By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you.

21. Agreement to Arbitrate

By Initialing below, you agree that at the request of either you or us any controversy or claim (defined in Section 47 of this Lease) between you and us shall be determined by neutral binding arbitration. See Section 47 for further terms and conditions.

NOTICE TO LESSEE AND CO-LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ BOTH SIDES OF IT OR IF IT CONTAINS ANY BLANK SPACES; (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS LEASE WHEN YOU SIGN IT.

By signing below, you acknowledge that: (1) You have read the entire Lease, including the back side; (2) You agree to all of the provisions of this Lease; (3) You have received a completely filled-in copy of this Lease; (4) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THE CONTRACT FOR ONE BUSINESS DAY BEFORE SIGNING THE CONTRACT.

Lessee Signature [Redacted]

Co-Lessee Signature [Redacted]

The Lessor hereby accepts this Lease and assigns to Toyota Motor Credit Corporation all rights, title and interest in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Motor Credit Corporation to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

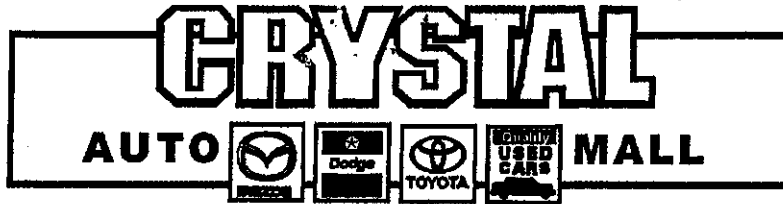
Lessor CRYSTAL MOTORS By Title Date 06-02-05 New Jersey



PLEASE READ THE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS

6005NJ 07/04

LESSEE COPY



220 RTE. 22 WEST, GREEN BROOK, NJ 08812
 www.crystalautomall.com
 Phone (732) 968-1000

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

88628

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: C09139

██████████ WHITEHOUSE STATION NJ ██████████ WHITEHOUSE STATION NJ ██████████
 CELL: ██████████ WORK: ██████████ CELL: ██████████ WORK: ██████████

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----
 TAG: 0482 ADV: 237 SEIJAS, A INVOICE: PRELIM CUS C VO VIN 2T1BR32E05C ██████████ LICENSE NUMBER: NJ ██████████
 MFG: 26T001 TAX RULES: YNINN INVOICED: 08/02/2005 09:02:52 05 TOYOTA COROLLA LE 4DR SDN BLUE
 ODOMETER IN: 1146 OUT: 1147 STOCK# 5C486539
 DATES BEGIN: 08/01/05 DONE: 08/02/05 DATES INSERVICE: 060205 SOLD: 060205

CONCERN 35 ****WELCOME TO CRYSTAL SERVICE WITH SPECIAL COUPON-ONLY \$19.95 + TAX**** OPERATION AMOUNT
 CORRECTION PERFORMED COMPLETE LUBE.OIL AND FILTER SERVICE 101F * 3.95
 PART NUMBER PO# NOTE DESCRIPTION QTY SELL
 TOY KITYZZA2CCSP14 #14 OIL CHANGE KIT 1 ** **
 TOY 90915-YZZF2 FILTER S/A, OIL 1S 5.00 5.00
 010 OIL GOG MOTOR OIL 4S 1.50 6.00
 FACTORY TECH: 109 - LUND, KENNETH M

----- SUBTOTAL -----
 PARTS 5.00
 GAS-OIL-GREASE 6.00
 LAB-MECHANICAL 3.95
 TOTAL CHARGE FOR CONCERN 14.95
 TYPE: C LINE FLAGS: NOS

CONCERN 51 CUSTOMER STATES THAT THERE IS A RATTLE IN THE FRONT DASH AREA WITH THE OPERATION AMOUNT
 RADIO NP
 CORRECTION IF YOUR PROBLEM PERSIST, PLEASE CALL-I WILL GET YOU IN IMMEDIATELY
 COMMENT CHECK SPEAKERS AND RADIO NO PROBLEM FOUND AT THIS TIME
 FACTORY TECH: 109 - LUND, KENNETH M
 TYPE: C LINE FLAGS: NOS TOTAL CHARGE FOR CONCERN .00

ON LINE SERVICE INVOICING BY UCS © 1979

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X

ALL-STATE LEGAL
 PLAINTIFF'S EXHIBIT
 B



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----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: C09139
 [REDACTED] [REDACTED]
 ----- FOR OFFICE USE ----- VEHICLE INFORMATION -----
 TAG: 0482 ADV: 237 SEIJAS, INVOICED: 08/02/2005 09:02:52 VO 05 COROLLA BLUE LICENSE NUMBER: NJ [REDACTED]

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE C09139
 PARTS 5.00
 GAS-OIL-GREASE 6.00
 LAB-MECHANICAL 3.95
 SUB-TOTAL 14.95
 TAX .90
 TOTAL CHARGE 15.85

PAYMENT DISTRIBUTION FOR INVOICE C09139
 TOTAL CHARGE 15.85
 CASH DUE 15.85

LABOR RATE: 35.00 - 94.25

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ALAN J SEIJAS

YOUR NEXT SERVICE APPOINTMENT IS-DATE _____ TIME _____

*** NOW TRY OUR EXPRESS LUBE SERVICE UNTIL 9 P.M. MONDAY-THURSDAY ***


***** ALL REPAIRS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES *****

PAGE 2
 LAST PAGE

ON LINE SERVICE INVOICING BY UC8 © 1979

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X

CRYSTAL

AUTO     **MALL**

220 RTE. 22 WEST, GREEN BROOK, NJ 08812
 www.crystalautomall.com
 Phone (732) 968-1000

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88628

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W15903

WHITEHOUSE STATION NJ [REDACTED] WHITEHOUSE STATION NJ [REDACTED]
 CELL: [REDACTED] WORK: [REDACTED] CELL: [REDACTED] WORK: [REDACTED]

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----

TAG: 0154 ADV: 604 PETERSEN, INVOICE: PRELIM WAR W VO VIN 2T1BR32E050 [REDACTED] LICENSE NUMBER: NJ [REDACTED]
 MFG: 26T001 TAX RULES: NNINY INVOICED: 10/04/2005 15:54:49 05 TOYOTA COROLLA LE 4DR SDN BLUE
 ODOMETER IN: 2458 OUT: 2462 STOCK# 5C486539
 DATES BEGIN: 09/28/05 DONE: 10/04/05 DATES INSERVICE: 060205 SOLD: 060205

CONCERN 40* 24 HOUR-COURTESY WARRANTY RENTAL OPERATION HOURS AMOUNT
 CAUSE WARRANTY RENTAL 207 .0
 CORRECTION THANK YOU FOR YOUR PATRONAGE
 COMMENT AS PER SERVICE WARRANTY
 FACTORY TECH: 999 - HOUSE, COND CODE : 99
 FAIL CODE : 99
 TYPE: W LINE FLAGS: NOS TOTAL CHARGE FOR CONCERN .00

CONCERN 51 CUSTOMER STATES VEHICLE DIED - THINKS ITS THE TRANSMISSION OPERATION HOURS AMOUNT
 HAD TOWED IN - NEEDS TO BE REIMBURSED FOR TOW 120101CDEGKL 25.6 2355.20
 CAUSE ENGINE DIED OUT





CORRECTION COMB: CYLINDER HEAD (ONE)

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
TOY KITYZZA2SYNTEC			SYNTHETIC LOF	1	**	**
TOY 90915-YZZF2			FILTER S/A, OIL	1S	5.00	5.00
010 SYNTEC		GOG	SYNTEC SEMI-SYNTHETI	4S	3.75	15.00
TOY 00272-SLLC2			SUPER LONG LIFE COOL	2	9.32	18.64
SPO 11400-0D130			BLOCK ASSY, SHORT	1	1466.14	1466.14
SPO 11101-0D010			HEAD SUB-ASSY, CYLIN	1	528.93	528.93
SPO 04111-0D301			GASKET KIT, ENGINE O	1	139.56	139.56
SPO 13715-0D010			VALVE, EXHAUST	8	9.98	79.84
SPO 13711-0D010			VALVE, INTAKE	8	6.71	53.68
SPO 13506-0D010			CHAIN SUB-ASSY	1	98.85	98.85
SPO 13523-0D010			SPROCKET, CAMSHAFT T	1	17.04	17.04
SPO 17410-0D340			PIPE ASSY, EXHAUST,	1	595.41	595.41
SPO 17451-0D050			GASKET, EXHAUST PIPE	1	16.65	16.65

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X

ON LINE SERVICE INVOICING BY UCS © 1878

CRYSTAL

AUTO     **MALL**

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88628

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W15903
 [REDACTED] [REDACTED]
 ----- FOR OFFICE USE ----- VEHICLE INFORMATION -----
 TAG: 0154 ADV: 604 PETERSEN INVOICED: 10/04/2005 15:54:49 V0 05 COROLLA BLUE LICENSE NUMBER: NJ [REDACTED]

SPO 31250-05101	DISC ASSY. CLUTCH	1	40.42	40.42
SPO 15104-0D020	STRAINER SUB-ASSY. O	1	22.54	22.54
SPO 13751-22240	LIFTER. VALVE	2	8.92	17.84
SPO 13751-22250	LIFTER. VALVE	2	8.92	17.84
SPO 13751-22180	LIFTER. VALVE	2	8.92	17.84
SPO 13751-22210	LIFTER. VALVE	1	8.92	8.92
SPO 13751-22190	LIFTER. VALVE	1	8.92	8.92
SPO 13751-22200	LIFTER. VALVE	1	8.92	8.92
SPO 90105-06283	BOLT. FLANGE	1	.43	.43
TOY 00295-00103	FIG OIL PAN	1	7.61	7.61
TOY 90919-01217	PLUG. SPARK	4	6.22	24.88
SPO 17120-0D080	MANIFOLD ASSY. INTAK	1	185.49	185.49
SPO 13050-0D020	GEAR ASSY. CAMSHAFT	1	76.20	76.20
SPO 31210-05042	COVER ASSY. CLUTCH	1	59.99	59.99

PARTS: COUNT 46

FACTORY TECH: 103 - SELSER, GEORGE
 FAIL CODE : 13

COND CODE : 99

----- SUBTOTAL -----
 PARTS 5098.18
 GAS-OIL-GREASE 15.00
 LAB-MECHANICAL 2355.20
 TOTAL CHARGE FOR CONCERN 7468.38

TYPE: W

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE W15903
 PARTS 5098.18
 GAS-OIL-GREASE 15.00
 LAB-MECHANICAL 2355.20
 TOTAL CHARGE 7468.38

PAYMENT DISTRIBUTION FOR INVOICE W15903
 TOTAL CHARGE 7468.38
 FAC WARRANTY 7468.38

LAB RATE: 35.00 - 94.25

IF YOU HAVE ANY QUESTIONS - PLEASE SEE BRUCE E PETERSEN

**** NOW TRY OUR NIGHT LUBE SERVICE UNTIL 9 P.M. MONDAY-THURSDAY ****

PAGE 2

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----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W15903
[REDACTED] [REDACTED]
----- FOR OFFICE USE ----- VEHICLE INFORMATION -----
TAG: 0154 ADV: 604 PETERSEN INVOICED: 10/04/2005 15:54:49 VO 05 COROLLA BLUE LICENSE NUMBER: NJ [REDACTED]

***** ALL REPAIRS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES *****

PAGE 3
LAST PAGE

89628

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CUSTOMER

CRYSTAL

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INVOICE TO [REDACTED] WHITEHOUSE STATION NJ [REDACTED] CELL: [REDACTED] WORK: [REDACTED]	DRIVER/OWNER INFORMATION -- INVOICE: W18037 [REDACTED] WHITEHOUSE STATION NJ [REDACTED] CELL: [REDACTED] WORK: [REDACTED]
FOR OFFICE USE TAG: 0916 ADV: 604 PETERSEN, INVOICE: QUOTE WAR W BP MFG: 26T001 TAX RULES: NNIN9 INVOICED: 11/02/2005 10:56:29 ODOMETER IN: 2802 OUT: 2803 DATES BEGIN: 10/17/05 DONE: 10/31/05	VEHICLE INFORMATION VIN 2T1BR32E050 [REDACTED] LICENSE NUMBER: NJ [REDACTED] 05 TOYOTA COROLLA LE 4DR SDN BLUE STOCK# 5C486539 DATES INSERVICE: 060205 SOLD: 060205

*** R.O. NOT COMPLETE ***

CONCERN 40* 24 HOUR-COURTESY RENTAL CAUSE ARRANTY RENTAL CORRECTION THANK YOU FOR YOUR PATRONAGE COMMENT AS PER SERVICE WARRANTY	OPERATION 207	HOURS .0	AMOUNT												
<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">PART NUMBER</td> <td style="width: 10%;">PO#</td> <td style="width: 15%;">NOTE</td> <td style="width: 30%;">DESCRIPTION</td> <td style="width: 10%;">QTY</td> <td style="width: 10%;">SELL</td> </tr> <tr> <td></td> <td>36231</td> <td></td> <td>RENTAL</td> <td>1</td> <td></td> </tr> </table> FACTORY TECH: 999 - HOUSE, FAIL CODE : 99 COND CODE : 99 LINE AUTH: SS 103105 17:16 TYPE: W LINE FLAGS: NOS	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL		36231		RENTAL	1		TOTAL CHARGE FOR CONCERN	413.40	
PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL										
	36231		RENTAL	1											

CONCERN 51 CUSTOMER STATES VEHICLE IN OP AGAINCHECK ENGINE LIGHT ON CAUSE ENGINE REPLACE LESS THAN MONTH AGO CORRECTION R & R ENGINE	OPERATION 120101CEGKL	HOURS 10.0 15.2	AMOUNT 942.50 1398.40																																																																		
<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">PART NUMBER</td> <td style="width: 10%;">PO#</td> <td style="width: 15%;">NOTE</td> <td style="width: 30%;">DESCRIPTION</td> <td style="width: 10%;">QTY</td> <td style="width: 10%;">SELL</td> </tr> <tr> <td>SP0 11101-0D010</td> <td></td> <td></td> <td>HEAD SUB-ASSY, CYLIN</td> <td>1</td> <td>528.93</td> </tr> <tr> <td>SP0 13711-0D010</td> <td></td> <td></td> <td>VALVE, INTAKE</td> <td>8</td> <td>6.71</td> </tr> <tr> <td>SP0 13715-0D010</td> <td></td> <td></td> <td>VALVE, EXHAUST</td> <td>8</td> <td>9.98</td> </tr> <tr> <td>SP0 04111-0D301</td> <td></td> <td></td> <td>GASKET KIT, ENGINE O</td> <td>1</td> <td>139.56</td> </tr> <tr> <td>SP0 13741-22021</td> <td></td> <td></td> <td>RETAINER, VALVE SPRI</td> <td>6</td> <td>1.19</td> </tr> <tr> <td>SP0 11400-0D130</td> <td></td> <td></td> <td>BLOCK ASSY, SHORT</td> <td>1</td> <td>1466.14</td> </tr> <tr> <td>TOY 00295-00103</td> <td></td> <td></td> <td>FIPG OIL PAN</td> <td>1</td> <td>7.61</td> </tr> <tr> <td>TOY 00272-1LLAC-01</td> <td></td> <td></td> <td>ANTIFREEZE GALLON W</td> <td>1</td> <td>11.32</td> </tr> <tr> <td>TOY 00279-1QT5W-01</td> <td></td> <td></td> <td>OIL,MOTOR 5W30 QT W</td> <td>5</td> <td>1.65</td> </tr> <tr> <td>TOY 90080-17187</td> <td></td> <td></td> <td>NUT, LOCK</td> <td>4</td> <td>.86</td> </tr> </table>	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	SP0 11101-0D010			HEAD SUB-ASSY, CYLIN	1	528.93	SP0 13711-0D010			VALVE, INTAKE	8	6.71	SP0 13715-0D010			VALVE, EXHAUST	8	9.98	SP0 04111-0D301			GASKET KIT, ENGINE O	1	139.56	SP0 13741-22021			RETAINER, VALVE SPRI	6	1.19	SP0 11400-0D130			BLOCK ASSY, SHORT	1	1466.14	TOY 00295-00103			FIPG OIL PAN	1	7.61	TOY 00272-1LLAC-01			ANTIFREEZE GALLON W	1	11.32	TOY 00279-1QT5W-01			OIL,MOTOR 5W30 QT W	5	1.65	TOY 90080-17187			NUT, LOCK	4	.86			
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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W18037
 FOR OFFICE USE [REDACTED] VEHICLE INFORMATION
 TAG: 0916 ADV: 604 PETERSEN INVOICED: 11/02/2005 10:56:29 BP 05 COROLLA BLUE LICENSE NUMBER: NJ [REDACTED]

*** R.O. NOT COMPLETE ***

TOY 91512-81035		BOLT, FLANGE	4	.55	2.20
010 SPARTAN	062910		1B		
TOY 15100-0D021		PUMP ASSY. OIL	1	81.56	81.56
TOY 90913-03028		LOCK, VALVE SPRING R	10	.66	6.60
TOY 13540-0D010		TENSIONER ASSY, CHAI	1	14.21	14.21
TOY 90919-01217		PLUG, SPARK	4	6.22	24.88
TOY 90915-YZZF2		FILTER S/A, OIL	1	3.22	3.22
PARTS: COUNT	57				
FACTORY TECH: 130 - MIHOK, DAVID A.					
FAIL CODE : 02		COND CODE : 99			

----- SUBTOTAL -----

PARTS	3535.99
LAB-MECHANICAL	2340.90
TOTAL CHARGE FOR CONCERN	5876.89

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE W18037		PAYMENT DISTRIBUTION FOR INVOICE W18037	
PARTS	3535.99	TOTAL CHARGE	6290.29
SUBLET REPAIRS	413.40	FAC WARRANTY	6290.29
LAB-MECHANICAL	2340.90		
TOTAL CHARGE	6290.29		

LAB RATE: 35.00 - 94.25
 ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:
 DATE OPENED RO# DATES INVOICED
 10/31/05 19605

IF YOU HAVE ANY QUESTIONS - PLEASE SEE BRUCE E PETERSEN
 ***** NOW TRY OUR NIGHT LUBE SERVICE UNTIL 9 P.M. MONDAY-THURSDAY *****
 ***** ALL REPAIRS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES *****
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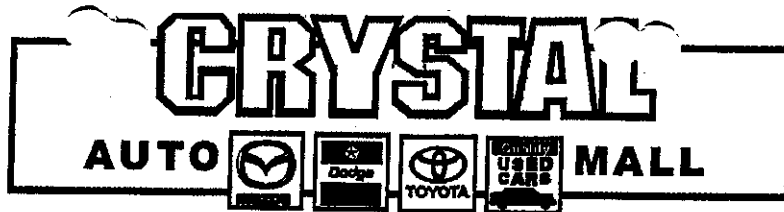
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OK
 11/13
 11/13/05



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89628

----- INVOICE TO -----		----- DRIVER/OWNER INFORMATION -- INVOICE: W20039 -----	
██████████	██████████	██████████	██████████
WHITEHOUSE STATION	NJ	WHITEHOUSE STATION	NJ
CELL: ██████████	WORK: ██████████	CELL: ██████████	WORK: ██████████
----- FOR OFFICE USE -----		----- VEHICLE INFORMATION -----	
TAG: 0567	ADV: 604 PETERSEN, INVOICE: PRELIM WAR W	BP	VIN 2T1BR32E05C
MFG: 26T001	TAX RULES: NN1NY INVOICED: 11/04/2005 13:09:16		LICENSE NUMBER: NJ
ODOMETER IN: 3099	OUT: 3105	05 TOYOTA	COROLLA LE 4DR SDN BLUE
DATES BEGIN: 11/03/05	DONE: 11/04/05		STOCK# 5C486539
		DATES INSERVICE: 060205	SOLD: 060205

CONCERN 51	CUSTOMER STATES STEERING WHEEL OFF CENTER	OPERATION	HOURS	AMOUNT
CAUSE	STEERING WHEEL OFF CENTER	044174	.6	55.20
CORRECTION	ST/WHL OFF-CNTR(ST/WHL&T RD) - ADJ			
FACTORY	TECH: 130 - MIHOK, DAVID A.			
	FAIL CODE : 3C	COND CODE : 99		

----- SUBTOTAL -----	
LAB-MECHANICAL	55.20
TOTAL CHARGE FOR CONCERN	55.20
----- GRAND TOTALS -----	

SUMMARY OF CHARGES FOR INVOICE W20039		PAYMENT DISTRIBUTION FOR INVOICE W20039	
LAB-MECHANICAL	55.20	TOTAL CHARGE	55.20
TOTAL CHARGE	55.20	FAC WARRANTY	55.20

LAB RATE: 35.00 - 94.25
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE BRUCE E PETERSEN
 **** NOW TRY OUR NIGHT LUBE SERVICE UNTIL 9 P.M. MONDAY-THURSDAY ****
 ***** ALL REPAIRS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES *****

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CUSTOMER



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DATE: _____ SIGNED: _____

LAB RATE: 35.00 - 94.25
 PG 1 OF 1

INSTRUCTIONS ON WORK TO BE DONE
 51* PAY TYPE: W
 CUSTOMER STATES STEERING WHEEL OFF CENTER

AUTHORIZATION FOR REPAIRS:
 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, NOT RESPONSIBLE FOR DAMAGE FROM FREEZING DUE TO LACK OF ANTIFREEZE.

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

X
 PRELIMINARY ESTIMATE: _____ AUTHORIZED BY: _____
 REVISED ESTIMATE (1) DATE: _____ TIME: _____ BY: _____
 REVISED ESTIMATE (2) DATE: _____ TIME: _____ BY: _____
 REVISED ESTIMATE (3) DATE: _____ TIME: _____ BY: _____
 I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES.

RO 20039 *TAG 0567* LIC: NJ 3466693 SVC ADV: 604 BRUCE E PETERSEN

MR 05 **VIN: 2T1BR32E0 5C [REDACTED]*
 TOYOTA COROLLA COL CD: 08P4
 LE 4DR SDN TRIM: FB11
 LICENSE: NJ [REDACTED] BLUE CAR
 MFG CODE: 26T001 SVC DLR: 26T001 SLM: 430
 STOCK NUMBER: 5C486539
 IN-SVC: 060205 SOLD: 060205
 ODOMETER: LAST: 4042 CURRENT: 3099
 AVG PER DAY: 26 PER MONTH: 780

WHITEHOUSE STATION NJ [REDACTED] HUNTERDON
 CELL: [REDACTED]
 WORK: [REDACTED]
 EMAIL ADDRESS [REDACTED]

ENGINE: 1ZZ8246371 DIST CODE: TOY
 MODEL# 1821
 EXTENDED SVC PLAN: TYPE: TIRE.COV NUMBER: 3664054 DEDUCTIBLE: 100.00
 IN FORCE: Y MONTHS: 36 MILEAGE: 45000 EXPIRES: 060208
 11/03/05 19:28:49

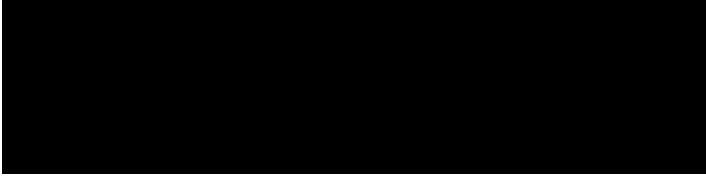
****PROMISED DATE: 11/03/05 TIME: 2100 ****

TAG 0567 **RO 20039** SVC ADV: 604 VIN: 2T1BR32E0 5C [REDACTED]

RC#	DATE	LAST SERVICE PERFORMED MILEAGE ADV	PARTS	LABOR	OPER	RECOMMENDED SERVICE FOR YOUR CAR EST LABOR EST PARTS DESCRIPTION
R19605	103105	4042 604		508.80		
						TECH HRS OP CODE DESC
						999 206 THANK YOU FOR YOUR PAT
W18037	101705	3063 604				
						999 207 THANK YOU FOR YOUR PAT
						130 120101C R & R ENGINE
W15903	092805	2462 604				
						999 207 THANK YOU FOR YOUR PAT
						103 120101C COMB: CYLINDER HEAD (ON
C09139	080105	1147 237				
						109 101F PERFORMED COMPLETE LUBE

MANUFACTURER RECALL CAMPAIGNS APPLICABLE TO YOUR VEHICLE

CUSTOMER



J. Bingamar

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RECEIVED
SEP 05 2007
Customer Resolution Group

August 29, 2007

Toyota Motor Sales, U.S.A., Inc.
Customer Assistance Center
19001 South Western Avenue
Torrance, California 90509-2991

Re: Revocation of Acceptance
Our Client: [REDACTED]
Vehicle: 2007 Toyota Corolla
Date of Purch/Lease: January 6, 2007
VIN: 2T1BR32E07C [REDACTED]
Current Mileage: 9,800
Our File No: 071501LL

RECEIVED
SEP 05 2007
Customer Support Group

Dear Sir/Madam:

Please be advised that this office has been retained by [REDACTED] regarding the above-referenced vehicle which was obtained from Towne Toyota Scion (Ledgewood, NJ). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Noises;
2. Brakes; and
3. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the New Jersey Lemon Law, the Magnuson-Moss Warranty Act and the New Jersey Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...." these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

* noneds case

log
- Pub
- file
- [unclear]
- [unclear]
- [unclear]
- [unclear]
- [unclear]
- [unclear]

Therefore, you (and the authorized dealer) are hereby notified that [REDACTED] is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO ONE OF OUR LAW OFFICES.¹

Please contact me as soon as possible to discuss resolving this matter. Knowing we have to wait up to forty (40) days for an arbitration decision prior to filing with the court, we will be preparing the arbitration application immediately. If we do not hear anything from you and/or we receive an unfavorable decision from the arbitration panel, we have been directed to commence formal legal proceedings against you.²

Sincerely,



Kenneth C. Ho
Attorney for [REDACTED]

KCH/ic
cc: [REDACTED]

¹Until this matter is resolved, [REDACTED] reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

²However, if the consumer has already completed the informal arbitration process, we will begin preparing a formal complaint to be filed with the Court in fourteen (14) days.

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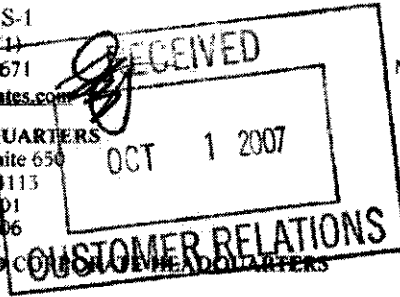
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September 26, 2007

VIA REGULAR U.S. MAIL

Mr. Vincent Favorito
New York Regional Office
16 Henderson Drive
West Caldwell, NJ 07006

Re: [REDACTED] v. Toyota Motor Sales, U.S.A., LLC
VIN: 2T1BR32E07C [REDACTED]

Dear Mr. Favorito:

I am in receipt of your correspondence dated September 14, 2007 wherein you asked for our client's relevant documents to the above referenced matter. I have enclosed these documents for your review.

If you should need anything further, please do not hesitate to contact me.

Sincerely,

KAHN & ASSOCIATES, L.L.C.

Kelly M. Strauch
Paralegal

/kms

071501LL / FRED A, C. V. TOYOTA/T:\team50\template\document\00000092.dot

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CUSTOMER: [Redacted] **DOB:** 11/10/87 **DATE:** 8/19/07

ADDRESS: [Redacted] **CITY:** [Redacted] **STATE:** NJ **ZIP:** 07037

HOME PHONE: [Redacted] **WORK PHONE:** [Redacted] **FAX:** [Redacted]

D.L. #: [Redacted] **DOC. NO.:** 156-707999 **DOB:** [Redacted]

PLEASE ENTER MY ORDER FOR ONE: 2007 TOYOTA **MODEL:** Camry

VEHICLE TYPE: 4DR **COLOR:** B.L.C. **FINANCING:** 217/412/95878

IF A NEW VEHICLE SALE OR LEASE:
The new warranty applying to this vehicle are those offered by the manufacturer. Dealer assumes the vehicle is in good working condition. Dealer assumes the vehicle is in good working condition. Dealer assumes the vehicle is in good working condition.

IF A USED VEHICLE SALE OR LEASE:
The only warranty on this vehicle is the limited warranty provided by the manufacturer. Dealer assumes the vehicle is in good working condition. Dealer assumes the vehicle is in good working condition. Dealer assumes the vehicle is in good working condition.

FINANCING:
Monthly Payment Amount: \$200
Mileage per Year: 12,000
Cash Due at Delivery: \$1,000

IF A PURCHASE, THE FOLLOWING APPLY:
Total Price of Vehicle: \$16,300
Used Car Prep: \$200
Dealer Prep: \$200
Title & License: \$100
Registration/Title Fee: \$67.50
NJ State Sales Tax: \$1,000
NJ State Use Tax: \$100
Occupancy Fee: \$100
TOTAL: \$17,900
Deposit (10% M.P.): \$1,790

AGREEMENT TO ARBITRATE ANY CLAIMS:
Customer agrees that this Order is the final and complete agreement between the parties and that any arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Accepted By: [Signature]

Customer agrees that this Order is the final and complete agreement between the parties and that any arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

310SNJ1008



RETAIL INSTALLMENT CONTRACT - SIMPLE INTEREST



Dealer Number: Account Number:

Buyer (and Co-Buyer) - Name and Residential Address (include County and Zip Code)	Creditor (Seller) - Name and Business Address
GREAY MEADOWS NJ	TOWNE TOYOTA 1499 ROUTE 46 LEDGEWOOD NJ 07852

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation or, if your vehicle was purchased from a Lexus dealership, to Lexus Financial Services, a division of Toyota Motor Credit Corporation, ("TMCC") and any subsequent assignees.

Who is Buyer. You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

M	07	TOYOTA	COROLLA	SPORT	2J360227C	000011	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Commercial <input type="checkbox"/> Agricultural
---	----	--------	---------	-------	-----------	--------	---------------------------------------------------------------------------------------------------------------------------------------------------------------

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 7,500.00
7.95 %	\$ 2,717.65	\$ 12,402.95	\$ 15,120.60	\$ 22,620.60

Your Payment Schedule Will Be:

Number of Payments	Amount of Cash Payment	When Payments Are Due
One Deferred Downpayment of	N/A	
60 Regular Payments of	252.01	Monthly, beginning 02/20/07
One Final Payment of	N/A	

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of \$10.00.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read this contract, including the reverse side, for additional information about security interests, repayment, default, any required repayment in full before the scheduled date, and penalties.

DESCRIPTION OF THE AMOUNT FINANCED

1 Cash Price (includes any accessories, services, and a 1.5% fee) \$ 12,608.95 (1)

2 Downpayment

A Trade-In Vehicle

Year	Make	Model	Value
01	TOYOTA	COROLLA	\$ 2,500.00

B Partial or Excess Lien or Loan Balance on Trade-In Vehicle \$ N/A

C Net Trade-In Value (A - B) (includes 1 reg. tax number) \$ 2,000.00

D Remaining Cash Downpayment (including Deferred Downpayment of \$ N/A payable before the due date of the first regular scheduled payment) \$ 5,500.00

E Refund and Non-Cash Incentives \$ 800.00

F Local Payment Rebate Form (Point) \$ N/A

G Subtotal (C + D + E + F) \$ 7,500.00

H TOTAL DOWNPAYMENT (if Subtotal is negative, Total Downpayment is \$0.00) \$ 7,500.00 (2)

3 Unpaid Balance of Cash Sale Price (1 minus D) \$ 13,138.95 (3)

4 Amounts Paid to Creditor:

A Price of Optional Mechanical Breakdown Protection Contract or Vehicle Service Agreement Purchased from the Creditor - Covering Certain Mechanical Repairs \$ N/A

B Other Charges Paid to the Creditor (Creditor must describe purpose)

FOR \$ N/A

FOR \$ N/A

Total Amounts Paid to Creditor \$ N/A (4)

5 Amounts Paid to Others on Your Behalf (Seller may retain, or receive a portion of these amounts):

A Price of Optional Mechanical Breakdown Protection Purchased from the MBP Company Named Below - Covering Certain Mechanical Repairs \$ N/A

C Price of Optional Credit Insurance Purchased from the Insurance Company or Company Named Below -

Life	Company, Accident and Health	N/A	
D	Optional Loan and Repayment Fee	MOTOR VEHICLE	\$ 67.50
E	State and Local Taxes	REGISTRATION FEE/EPA FEE	188.00
F	Other Charges (Dealer must identify who will receive payment and describe amount)		
	TO NEW JERSEY MOTOR VEHICLE FOR TITLE FEE		7.50
	TO FOR		
	TO FOR		
	TO N/A FOR N/A		N/A
	TO N/A FOR N/A		N/A
Total Amount that is Owing on Your Debt			264.00
Amount Applied - Liquid Balance (Circle 4 page 5)			22,403.98

Optional Mechanical Breakdown Protection ("MBP") Mechanical breakdown protection is not required to obtain credit and you must purchase it from anyone you want who is responsible to the Creditor. You may purchase MBP under this contract by signing below and agreeing to pay the purchase price which is shown in 4A or 4B of the breakdown above.

The term of this protection will be N/A months from the date of delivery or until the delivery of the vehicle above N/A miles, whichever occurs first. The benefits payable under this contract will not exceed \$ N/A. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of your completed contract will be sent to you by the MBP company.

MBP Company N/A \$ N/A Deductible

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Required Physical Damage Insurance: Physical damage insurance is required, but your responsibility if from anyone you want who is substantially equal to the Creditor. (Get this through the Creditor and are accepted by the insurance company, the policies or conditions issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is shown in 5B of the breakdown above.)

Insurance Company N/A Term: N/A months

\$ N/A Deductible Collision AND
 \$ N/A Deductible Other than Collision including
 Fire, Theft and Combined Additional Coverage

Optional Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the purchase price which is shown below and in 5C of the breakdown above.

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE DESCRIBED BELOW.

Type	Plan/Rate	Term (months)	Signature	Date
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$ <u>N/A</u>	60	Buyer Signature	Date
	<input type="checkbox"/> Joint Coverage \$ <u>N/A</u>			
Credit Disability	<input type="checkbox"/> Single Coverage (Buyer Only) \$ <u>N/A</u>	<u>N/A</u>	Buyer Signature	Date
	<input type="checkbox"/> Joint Coverage \$ <u>N/A</u>			

If you select optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued to you by the insurance company. The original amount of the decrease in term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A. Insurance Company MO

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.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO REVERSE A PART OF THE FINANCE CHARGE.

Receipt of Goods and Payment to Pay. You agree that you have received the vehicle and services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Debt Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO RETAIL BUYER
 Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You signed this contract and received a satisfactorily filed-in copy on JANUARY 6TH, Year 2007

Buyer Signature _____ Date _____
 Co-Buyer Signature _____ Date _____

Accepted TORREN TOYOTA By _____
 Creditor Signature and Title

This contract is assigned to TMCC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side.	This contract is assigned to TMCC without recourse or with limited recourse under the terms of the "Seller's Assignment" on the reverse side.
Seller By (If Corp. or Partnership) _____ Title _____	Seller By (If Corp. or Partnership) _____ Title _____



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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

[Signature]

INVOICE TO

DRIVER/OWNER INFORMATION

INVOICE: C09770

REAL HEADS

WORK:

FOR OFFICE USE

ABF: 3630 ROV: 670 DRCK: BR INVOICE: BRELH CUS C
 TAX RULES: 11/01/2007 11/01/07
 ODOMETER IN: 5009 OJTS: 5009
 DATES: BEGINT: 04/12/07 DATE: 04/12/07

REAL HEADS

WORK:

VEHICLE INFORMATION

VIN: 2T1BR32E07L
 LICENSE NUMBER:
 07 JUTUJA LURELLA
 DATES: INSRVICE: 010607

CONCERN	DESCRIPTION	OPERATION	TEST	HOURS	AMOUNT
26	CUSTOMER REQUESTS LUBE, OIL AND FILTER CHANGE	16	060	3.22	16.95
	CORRECTION: TECHNICIAN PERFORMED THE FOLLOWING SERVICES PERFORMED I.O.				
	CURRENT: PERFORMED LUBE, OIL AND FILTER CHANGE				
	PART NUMBER	QTY	UNIT	SELL	
	TOY 00279-BLK-1-01	53	3.83	71.77	8.85
	TOY 00289-12320	18	4.05	1.62	1.62
	TOY 90430-12028	18	2.07	.67	.67
	TOY 90016-772E1	18	8.06	3.22	3.22
FACTORY	TECH: 860 - OLIVENCIA, MILS				
TYPE: C					TOTAL CHARGE FOR CONCERN: 16.95

CONCERN	DESCRIPTION	OPERATION	TEST	HOURS	AMOUNT
51	EYES TERRIBLE CLEAN, LINDING FROM BRAKE AREA.	16	060	0	0.00
	CORRECTION: NO PROBLEM FOUND AT THIS TIME LUBRICATED CHASSIS POINTS AND BRAKES. ALL OK.				
FACTORY	TECH: 860 - OLIVENCIA, MILS				
TYPE: C					TOTAL CHARGE FOR CONCERN: 0.00

SUMMARY OF CHARGES FOR INVOICE C09770		PAYMENT DISTRIBUTION FOR INVOICE C09770	
PARTS	5.33	TOTAL CHARGE	18.32
LAS-OIL-GRASE	8.85	CASH DLE	18.32
SUPPLIES	.17		
LAB-MECHANICAL	2.57		
SUB-TOTAL	17.12		
STATE TAX	1.20		
TOTAL CHARGE	18.32		

*Pd costs \$20.00
 give due to 4/13/07*



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ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

INVOICE TO

DRIVER/OPER (IF DIFFERENT)

INVOICE #

DEALER #

DEALER #

NAME

NAME

FOR OFFICE USE

DATE OF SALE
VEHICLE IDENTIFICATION

TAX # 0539 ROV 620 0000 00 INVOICE # 07/21/07 12104134

VIN 2T1B612307

DATE OF SALE 07/21/07

DATE OF SALE 07/21/07

DATE OF SALE 07/21/07

CUSTOMER'S STATE A BANK MUST BE PLACED WITHIN 100 MILES OF HOME

NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

DATE

TIME

BY

PRINT

SIGNATURE

DATE

TIME

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PRINT

SIGNATURE

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ATTENTION: THE FOLLOWING INFO IS MANDATORY

IF YOU HAVE ANY QUESTIONS PLEASE CALL WITHIN 30 DAYS
OF THE DATE OF SALE TO SERVICE YOUR VEHICLE. IF FOR ANY REASON
YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT US
OUR SERVICE DEPARTMENT (973) 584-8100 EXT. 544

SCHEDULE YOUR NEXT APPOINTMENT ON-LINE @ www.townetoyota.com

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

Chris [Signature]

INVOICE TO		ORDER/RUNNER INFORMATION		INVOICE: C16323
[REDACTED]		[REDACTED]		
GREAT HEADLINE: [REDACTED] NJ [REDACTED]		GREAT HEADLINE: [REDACTED] NJ [REDACTED]		
MARK: [REDACTED] HOME: [REDACTED]		MARK: [REDACTED] HOME: [REDACTED]		
VIN: [REDACTED]		VEHICLE INFORMATION		
QTY: 0530	ADV: 670 DRIVE, DR INVOICE: PRELIM CUS C W DO	VIN: 2T1BR32E071[REDACTED]	LICENSE NUMBER: 4444	
TAX: 13115	TYIN INVOICE: 07/27/2007 12104120	02 TOYOTA	SETRN 4BK CLN BLS	
DDPR: 137 INK 9000	OUT: 9102	DRIVE: TOY	DRIVE: A770823	
DATES: BEG: 07/26/07	END: 07/27/07	DATES: INVOICE: 010607	SCALE: 010607	
CONCERN 24 C/S 3118 NEM FLAT AND BUBBLE STOPPED WORKING AFTER		OPERATION	TECH. HOURS	AMOUNT
CAUSE	RT REAR BRK DRUM NOT ON NEAR AXLE. IT WAS FOUND ATTACHED TO FLAT LINE ON	REPAIRED	825	237.50
	THINK THAT DAMAGED THE RT REAR CYLINDER, CAUSING THE SYSTEM TO LOSE FLUID			
CORRECTION	TECH REPLACED THE RT REAR WHEEL CYLINDER, REAR BRAKE LINES FOR THE RT			
	(OIL AND BURN) AND BALANCED NEW TIRE TLET FROM FOR PROPER OPERATION			
PART NUMBER	P/N	QTY	EST	CHG
101 47500-02100	BRK CYLINDER ASSY, HLL	1	44.97	44.97
101 01004-02017-0Y	SHOCK 195/63R15	1	107.38	107.38
10Y 7781AK	TIRE	1B	1.50	1.50
10Y 04495-02090	GRD KIT, BRAKE RT	1	44.77	44.77
10Y 00475-1B 03	BRAKE FLUID	1	5.53	5.53
FACTORY	TECH: 855-3181 NUMBER, NJ	TOTAL CHARGE (TAX INCL)		441.60
TYPE: C		GRAND TOTALS		
SUMMARY OF CHARGES FOR INVOICE C16323		PAYMENT DISTRIBUTION FOR INVOICE C16323		
PARTS	202.60	TOTAL CHARGE	477.14	
SUPPLIES	4.42	CASH PAID	477.14	
LAB-MECHANICAL	237.50			
NJ MOTOR VEHICLE TIRE TAX	1.50			
SUB-TOTAL	446.02			
STATE TAX	31.12			
TOTAL CHARGE	477.14			
VARIABLE RATE UP TO 9.95 PER AN		[Signature]		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST		7/27/07		
WAR - WARRANTY				

FLORIDA OFFICE – NORTH
2815 Remington Green Cir., Suite 200
Tallahassee, FL 32308

FLORIDA OFFICE – CENTRAL
8270 Woodland Center Blvd.
Tampa, FL 33614

FLORIDA OFFICE – SOUTH
13876 Southwest 56th St., Suite 476
Miami, FL 33175

MASSACHUSETTS OFFICE
25 Burlington Mall Rd., Suite 300
Burlington, MA 01805

MICHIGAN OFFICE
22260 Haggerty Rd., Suite 250
Northville, MI 48167

NORTH CAROLINA OFFICE
4030 Wake Forest Rd., Suite 300
Raleigh, NC 27609



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P (216) 621-6101
F (216) 621-6006

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

NEW JERSEY OFFICE
J.D. Narula, Esq.^o
2001 Route 46
Waterview Plaza, Suite 310
Parsippany, NJ 07054
**Licensed in New Jersey*

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North Versailles, PA 15137

PENNSYLVANIA OFFICE – EAST
1060 First Ave., Suite 400
King of Prussia, PA 19406

TENNESSEE OFFICE
102 Woodmont Blvd., Suite 200
Nashville, TN 37205

VIRGINIA OFFICE
700 East Main St., Suite 1600
Richmond, VA 23219

September 14, 2007

VIA REGULAR U.S. MAIL

Mr. Vincent Favorito
Toyota Motor Sales, U.S.A., Inc.
New York Regional Office
16 Henderson Drive
West Caldwell, NJ 07006

Re: [REDACTED] v. Toyota Motor Sales, U.S.A., Inc.
VIN No.: 2T1BR32E07C [REDACTED]

Dear Mr. Favorito:

Enclosed please find [REDACTED] Repair Orders you requested. This is the only document we have at this time. We will forward to you our client's purchase documents upon receipt of the same.

Should you need anything further, please do not hesitate to contact me.

Sincerely,

KAHN & ASSOCIATES, L.L.C.

Kelly M. Strauch
Paralegal

/kms

071501LL / FREDA, C. V. TOYOTA/T:\team50\template\document\00000092.dot



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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION: INVOICE: C09770

GREAT HEADINGS: [REDACTED] NJ [REDACTED] GREAT HEADINGS: [REDACTED] NJ [REDACTED]

FOR OFFICE USE: [REDACTED] VEHICLE INFORMATION: [REDACTED]

AD: 5630 ADV: 670 BRAKE DR INVOICE: PRELIM CUS C PD VIN 2T1BR32070 [REDACTED] LICENSE NUMBER: [REDACTED]

TAX (ALL): TAX INVOICES: 04/12/2007 1170737 07 TOYOTA DURILLA SPORT 4DR SUN BLUE

DEALER INS: 5009 DUJ: 5009 DTSC: 097 STUCKY: 03770823

DATES BEGIN: 04/12/07 DATES END: 04/12/07 DATES IN SERVICE: 010607 SALES: 010607

OPERATION	TECH	HOURS	AMOUNT
15	860	1.58	2.57
59	4.05	11.77	8.85
16	4.05	1.62	1.52
16	2.07	.69	.69
16	8.05	3.22	9.22
TOTAL CHARGE FOR CONCERN			16.95

INVOICE 26: CUSTOMER REQUESTS LUBE, OIL AND FILTER CHANGE \$16.95
CORRECTION: TECHNICIAN PERFORMED THE FOLLOWING SERVICES PERFORMED LD
COMMENT: PERFORMED LUBE, OIL AND FILTER CHANGE

PART NUMBER	QTY	NOTE	DESCRIPTION	BY	LIST	SELL	AMOUNT
TOY 00279-81651-01	1	OIL	5W-30 OIL OIL	59	4.05	11.77	8.85
TOY 00289-12020	1		W/W/CLEAN	16	4.05	1.62	1.52
TOY 90430-12020	1		BASKET	16	2.07	.69	.69
TOY 90916-1271	1		FILTER B/A, OIL	16	8.05	3.22	9.22

FACTORY TYPE: C TECH: 860 OLIVENCIA, MILLS

INVOICE 51: GYS THIRBLE SWAYBAR, LUMING FROM BRAKE AREA.
CORRECTION: NO PROBLEM FOUND AT THIS TIME. LUBRICATED CHASSIS POINTS AND BRAKES. ALL OK.

OPERATION	TECH	HOURS	AMOUNT
MP	860	0	00
TOTAL CHARGE FOR CONCERN			00

FACTORY TYPE: L TECH: 860 OLIVENCIA, MILLS

SUMMARY OF CHARGES FOR INVOICE C09770

PARTS	5.59
LAS-OIL-GRASE	8.85
SUPPLIES	.12
LAB-MECHANICAL	2.57
SUB-TOTAL	17.12
STATE TAX	1.20
TOTAL CHARGE	18.32

PAYMENT DISTRIBUTION FOR INVOICE C09770

TOTAL CHARGE	18.32
CASH PAID	18.32

GRAND TOTALS: 18.32

PAID CASH \$20.00 4/13/07
SALES CHARGE \$0



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I ACKNOWLEDGE RECEIPT OF THIS PARTS AND LABOR LISTED BELOW

[Signature]

INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: C09770			
[REDACTED]		[REDACTED]		[REDACTED]			
GREAT HEADLINE		GREAT HEADLINE		GREAT HEADLINE			
WORK: [REDACTED] HOME: [REDACTED]		WORK: [REDACTED] HOME: [REDACTED]		WORK: [REDACTED] HOME: [REDACTED]			
FOR OFFICE USE		VEHICLE INFORMATION					
ABY: 5630	ADY: 670 DRIVE: OR INVOICE: BRELIN CUS'D	VIN: 2T1BR32Z070	LICENSE NUMBER:	[REDACTED]			
TAX RULES: 171MM INVOICES: 04/12/2007 3140783		07 TOYOTA	MODEL: 4DR CRT	ADR SEN:	BLUE		
ODOMETER IN: 5009	OUT: 5009	DATE: 04/12/07	IN SERVICE: 010607	BOLD: 010607			
CONCERN 26: CUSTOMER REQUESTS LUBE, OIL AND FILTER CHANGE \$16.95		OPERATION	TECH HOURS	MILEAGE			
CORRECTION: REPAIRS PERFORMED BY FOLLOWING SERVICE PERFORMED BY		16	0.60	0			
COMMENT: PERFORMED LUBE, OIL AND FILTER CHANGE							
PART NUMBER	QTY	NOTE	DESCRIPTION	QTY	UNIT PRICE	SELL	AMOUNT
TOY 00279-41K51-01	1	0.00	5W-30 OIL (QIA)	58	4.95	71.77	8.19
TOY 00289-12820	1		W/W/CLEAN	16	4.05	1.62	1.62
TOY 90130-12028	1		WASHER	19	2.07	.67	.67
TOY 90115-02781	1		FILTER 5/A OIL	16	8.05	3.22	3.22
FACTORY TECH: 850 - OLIVUNGA, WILS	TOTAL CHARGE FOR CONCERN						16.95
TYPE: C							
CONCERN 51: C/S THROTTLE CABLES COMING FROM BRAKE AREA		OPERATION	TECH HOURS	MILEAGE			
CORRECTION: NO PROBLEM FOUND AT THIS TIME. LUBRICATED CABLES POINTS AND BARS. ALL OK.		NP	0.00	0			
FACTORY TECH: 860 - OLIVUNGA, WILS	TOTAL CHARGE FOR CONCERN				0.00		
TYPE: C							
GRAND TOTALS				PAYMENT DISTRIBUTION FOR INVOICE C09770			
SUMMARY OF CHARGES FOR INVOICE C09770				TOTAL CHARGE		18.95	
PARTS	5.93			CASH PAID		18.95	
LAS-OIL-BLASE	8.05						
SUPPLIES	.12						
LAB-MECHANICAL	2.57						
SUB-TOTAL	17.12						
STATE TAX	1.20						
TOTAL CHARGE	18.32						

*Pa. cash 120.00
 gave due to 4/13/07*



TOWNE

TOYOTA / SCION



WE MOVE YOU

Dedicated To Customer Satisfaction

1499 Route 46
Ledgewood, NJ 07852
(973) 584-8100
www.townetoyota.com
www.townescion.com

STATEMENT OF DISCLAIMER

FACTORY WARRANTY CONTAINS ALL THE WARRANTIES WITH RESPECT TO THE QUALITY, DURABILITY, PERFORMANCE, AND VALUE OF THE VEHICLE. THE WARRANTY IS LIMITED TO THE ORIGINAL PURCHASER AND IS NOT TRANSFERABLE TO ANY OTHER PERSONS. THE WARRANTY IS VOID IF THE VEHICLE IS NOT MAINTAINED AS SPECIFIED IN THE WARRANTY MANUAL. THE WARRANTY DOES NOT COVER ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF TIME, LOSS OF REVENUE, LOSS OF INCOME, LOSS OF BENEFITS, LOSS OF EMPLOYMENT, LOSS OF REPUTATION, LOSS OF CREDIT, LOSS OF TITLE, LOSS OF LICENSE, LOSS OF REGISTRATION, LOSS OF INSURANCE, LOSS OF FINANCING, LOSS OF LEASE, LOSS OF RESIDENCE, LOSS OF INVESTMENT, LOSS OF SAVINGS, LOSS OF RETIREMENT, LOSS OF EDUCATION, LOSS OF HEALTH, LOSS OF LIFE, LOSS OF PROPERTY, LOSS OF ESTATE, LOSS OF HEIR, LOSS OF SUCCESSION, LOSS OF INHERITANCE, LOSS OF ANNUITY, LOSS OF PENSION, LOSS OF SOCIAL SECURITY, LOSS OF MEDICAL BENEFITS, LOSS OF LIFE INSURANCE, LOSS OF ACCIDENT BENEFITS, LOSS OF UNEMPLOYMENT BENEFITS, LOSS OF DISABILITY BENEFITS, LOSS OF VETERAN BENEFITS, LOSS OF MILITARY BENEFITS, LOSS OF GOVERNMENT BENEFITS, LOSS OF FEDERAL BENEFITS, LOSS OF STATE BENEFITS, LOSS OF LOCAL BENEFITS, LOSS OF PRIVATE BENEFITS, LOSS OF ALL BENEFITS.

ACKNOWLEDGE RECEIPT OF ALL PARTS AND LABOR LISTED BELOW

[Signature]

CUSTOMER NAME		SALES PERSON	
[REDACTED]		[REDACTED]	
ADDRESS		PHONE	
[REDACTED]		[REDACTED]	
CITY		STATE	
[REDACTED]		[REDACTED]	
ZIP		VIN	
[REDACTED]		[REDACTED]	
DATE OF SALE		DATE OF DELIVERY	
[REDACTED]		[REDACTED]	
FINANCING		SALES TAX	
[REDACTED]		[REDACTED]	
REGISTRATION		SALES TAX	
[REDACTED]		[REDACTED]	
TITLE		SALES TAX	
[REDACTED]		[REDACTED]	
SALES TAX		SALES TAX	
[REDACTED]		[REDACTED]	
SALES TAX		SALES TAX	
[REDACTED]		[REDACTED]	



TOWNE

TOYOTA / SCION



WHAT DO YOU WANT?

Dedicated To Customer Satisfaction

1499 Route 46
Ledgewood, NJ 07852
(973) 584-8100
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STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE# C16323
GREAT HEADINGS		GREAT		
WORK#		WORK#		
TAX ID USE		VEHICLE INFORMATION		
TRD: 0530	NOV 670 DRIVE, OR INVOICE# PRELIM DIS C N	VIN 2T1BR3207	LICENSE NUMBER:	
TAX ID# 111111	INVOICE# 07/21/2007 12104128	07 TOYOTA	SPORT	4DR 2.5 BLU
ORDER# 1000	DATE: 9/18/07	DATE: 07/21/07	BOOK#	A770823
BATIS	BEGIN: 07/26/07	END: 07/21/07	DATE: 010607	010607
CONCERN 24	C/S JUNE WENT FLAT AND BARKS STOPPED WORKING AFTER	REPAIR#	655	2.5
CAUSE	RT REAR DRUM NOT ON REAR AXLE. IT WAS FOUND ATTACHED TO FLAT TIRE IN			
	THINK THAT DAMAGED THE (S) RT (S) CYLINDER CAUSING THE SYSTEM TO LOSE FLUID			
CORRECTION	RECI-PLACED THE RT REAR WHEEL CYLINDER, REAR DRUM SIDES FOR REAR			
	AXLE AND HUBS AND BALANCED NEW TIRE. TIRE IDEAL FOR PROPER OPERATION			
PART NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10Y 47550-02100	1	WRENCH 1/2" DRIVE 18" W/	44.57	44.57
10Y 01004-02017-01	1	BUCKET 175/63R15	107.38	107.38
10Y TIRE1A3	18	TIRE	1.50	27.00
10Y 04475-02050	1	SPRINKLE BRAKE RT	44.77	44.77
10Y 00475-10003	1	BRAKE FLUID	5.50	5.50
FACTORY	12311 035	3161111111111111		
TYPE C				
GRAND TOTALS			TOTAL CHARGE (IN CASH)	441.60
SUMMARY OF CHARGES FOR INVOICE C16323			PAYMENT DISTRIBUTION FOR INVOICE C16323	
PARTS	202.60	TOTAL CHARGE	441.60	
SUPPLIES	4.42	CASH DUE	441.60	
LAB-MECHANICAL	237.50			
NJ MOTOR VEHICLE FEE (3%)	1.50			
SUB-TOTAL	446.02			
STATE TAX	31.12			
TOTAL CHARGE	477.14			
VARIABLE RATE UP TO 4.95 PER ANNUAL PERCENTAGE RATE (APR) (SEE RATE SCHEDULE FOR DETAILS)				
ATTENTION: THE FOLLOWING INVOICES ARE LISTED				
WARRANTY				

C Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below -

Life \$	Disability, Accident and Health \$	N/A	\$	N/A
D Government License and/or Registration Fee	MOTOR VEHICLE		\$	67.50
E Government Certificate of Title Fee	DOCUMENTATION FEES/RPA FEE		\$	189.00
F Other Charges (Creditor must identify who will receive payment and describe purpose)				
TO	NEW JERSEY MOTOR VEHICLE FOR	TIRE FEE	\$	7.50
TO		FOR	\$	
TO		FOR	\$	N/A
TO	N/A	FOR	\$	N/A

Total Amounts Paid to Others on Your Behalf 264.00 (B)
 Amount Financed - Unpaid Balance (3 plus 4 plus 5) 11,402.95 (B)

Optional Mechanical Breakdown Protection ("MBP") Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase MBP under this contract by signing below and agreeing to pay the purchase price which is shown in 4A or 5A of the Itemization above.

The term of this protection will be N/A months from the date of delivery or until the odometer of the vehicle shows N/A miles, whichever occurs first. The benefits payable under this contract will not exceed \$ N/A. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of your completed contract will be sent to you by the MBP company.

MBP Company N/A \$ N/A Deductible

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

Required Physical Damage Insurance: Physical damage insurance is required, but you may obtain it from anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is shown in 5B of the Itemization above.

Insurance Company N/A Term: N/A months \$ N/A Deductible Collision AND \$ N/A Deductible Other than Collision Including Fire, Theft and Comprehensive Additional Coverage

Optional Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the purchase price which is shown below and in 8C of the Itemization above.

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE DESCRIBED BELOW.

Type	Premium	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$ <u>N/A</u>	60	You want the specified credit life coverage. Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____
	<input type="checkbox"/> Joint Coverage \$ <u>N/A</u>		
Credit Disability	Single Coverage (Buyer Only) \$ <u>N/A</u>	<u>N/A</u>	You want the specified credit disability coverage. Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

If you select optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued to you by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A. Insurance Company N/A.

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.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You signed this contract and received a completely filled-in copy on JANUARY 6TH, Year 2007

Buyer Signature _____ Co-Buyer Signature _____

Accepted TOWNE TOYOTA By _____
Creditor Signature and Title

This contract is assigned to TMCC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side.	This contract is assigned to TMCC without recourse or with limited recourse under the terms of the "Seller's Assignment" on the reverse side.
Seller By (If Corp. or Partnership) _____ Title _____	<u>TOWNE TOYOTA</u> Seller By (If Corp. or Partnership) _____ Title _____

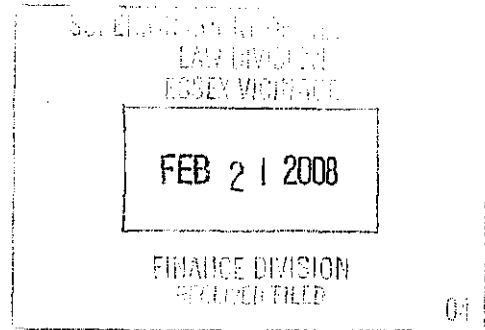
NEW JERSEY (For use in the State of New Jersey)

DISTRIBUTION: WHITE - TMCC COPY; CANARY - SELLER COPY; PINK - 2 BUYER'S COPIES
3103NJ 1008

PREVIOUS EDITIONS MAY NOT BE USED



Kenneth C. Ho
Kahn & Associates, L.L.C.
2001 Route 46 – Waterview Plaza – Suite 310
Parsippany, NJ 07054
Ph: (888) 536-6671
Fax: (888) 868-6671



██████████ : SUPERIOR COURT OF NEW JERSEY
Plaintiff, : LAW DIVISION – ESSEX COUNTY
vs. : DOCKET NO. L-1615-08
TOYOTA MOTOR SALES U.S.A., INC. : CIVIL ACTION
Defendant. : COMPLAINT AND JURY DEMAND

Now comes Plaintiff, ██████████ by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiff, ██████████ is an adult individual citizen and legal resident of the State of New Jersey, residing at ██████████ Great Meadows, NJ ██████████
2. Defendant, Toyota Motor Sales, U.S.A., Inc., is a business corporation qualified to do and regularly conducting business in Essex County, New Jersey and can be served at its registered agent c/o Prentice Hall Corp. Systems, 830 Bear Tavern Rd., West Trenton, NJ 08628.
3. On or about January 6, 2007, Plaintiff purchased or leased a 2007 Toyota Corolla, manufactured and warranted by Defendant, from Towne Toyota Scion (1499 Route 46, Ledgewood, New Jersey 07852), bearing the Vehicle Identification Number 2T1BR32E07C ██████████ (hereinafter the "vehicle").

4. The vehicle was purchased or leased in the State of New Jersey and is registered in New Jersey.
5. The price of the vehicle and/or the total of payments is approximately \$18,300.00.
6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.
8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
NEW JERSEY LEMON LAW

9. Plaintiff hereby repeats and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein..
10. Section 56:12-29 et seq. is commonly known as, and will hereinafter be referred to as, the "New Jersey Lemon Law."
11. Plaintiff is a "Consumer" as defined by N.J.S.A. § 56:12-30.
12. Defendant is a "Manufacturer" as defined by N.J.S.A. § 56:12-30.
13. Defendant provided a "Manufacturer's Warranty" and a "Warranty" as defined by N.J.S.A. § 56:12-30.

14. Plaintiff purchased or leased the vehicle from and/or had it serviced at Defendant's "Dealer[(s)]," as that term is defined by § 56:12-30.
15. Plaintiff reported one or more "nonconformities," as defined by N.J.S.A. § 56:12-30, to the manufacturer, through its authorized dealer, within two years or eighteen thousand (18,000) miles of the date of delivery.
16. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the express warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
17. Plaintiff may satisfy one or more of the presumptions in N.J.S.A. § 56:12-33.
18. After notifying the Defendant via return receipt service of the aforementioned defects following the second repair attempt and/or at least 20 days out of service, the manufacturer failed to instruct Plaintiff as to where to deliver the vehicle or failed to repair the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

19. Plaintiff hereby repeats and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
20. Plaintiff is a "Consumer" as defined by 15 U.S.C. § 2301(3).
21. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. § 2301(4) & (5).
22. The vehicle is a "Consumer Product" as defined by 15 U.S.C. § 2301(1).
23. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. § 2301(6) and/or a "Service Contract" as defined by 15 USC § 2301(8).
24. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
25. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. § 2310 (e).
26. Section 15 U.S.C. § 2310 (d) (1) provides:

Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....
27. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.

28. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. § 2310 (a) and rules promulgated thereunder.
29. Pursuant to 15 U.S.C. § 2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT III
NEW JERSEY UNIFORM COMMERCIAL CODE

30. Plaintiff hereby repeats and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
31. The defects and nonconformities exhibited by 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.
32. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

33. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
34. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.
35. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

36. Plaintiff hereby repeats and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
37. N.J.S.A. § 56:8-1 et seq. is commonly known as, and will hereinafter be referred to as, the "New Jersey Consumer Fraud Act."
38. Defendant employed unconscionable commercial practices, deception, false promise and misrepresentation in violation of N.J.S.A. § 56:8-2.
Said acts and practices include, but are not limited to, the following:

39. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.
40. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.
41. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.
42. Defendant's representation that the vehicle was merchantable was untrue.
43. Defendant may have violated the New Jersey Lemon Law, which constitutes a practice in violation of N.J.S.A. § 56:8-2.
44. Defendant may have failed to provide Plaintiff with repair orders at the time of service in violation of N.J.S.A. § 56:12-34(c).
45. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligation to the Plaintiff.
46. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.



KENNETH C. HO
Attorney for Plaintiff

TOYOTA MOTOR SALES, U.S.A., INC.
Manufacturer Response Form

Customer Name: [REDACTED]	Case #: 1607144
VIN: 2T1BR32E07C [REDACTED] (2007 Corolla)	Start Date: 09/21/2007

Manufacturer Information

Region: New York	Servicing Dealer: TOWNE TOYOTA
Can the hearing be held at the servicing dealership? <input checked="" type="radio"/> Yes <input type="radio"/> No	

Manufacturer's Statement

Are the customer's concerns covered under Toyota's Warranty? If no, please explain:
Yes, if applicable.

Is the customer's vehicle currently unrepaired? Does the concern exist? Explain:
No, according to the dealer the vehicle has been inspected and repaired.

Is the use, value or safety of this vehicle substantially impaired? Explain:
No, the use, value or safety of this vehicle has not been substantially impaired.

Are the number of repair attempts or number of days down accurate? Explain:
12/13/06 - Pre-Delivery Service.

1/10/07 - supplied floor mats front and back

2/5/07 1,000 mile service free first service lube, oil, and filter change, lube, oil and filter completed, replaced engine oil and filter, topped off all fluids.

4/12/07 - customer request lube, oil and filter change, technician performed the following service, performed LOF, performed lube, oil and filter change. / customer states terrible squeak from brake area, no problem found at this time lubricated chassis points and brakes, all ok, tech notes: brake noise- could not confirm unusual noise, front rotors sanded to put swirl finish- may help, suspension lubricated sprayed with silicone, no TSB's found. - warranty

5/7/07 - customer states a creaking noise is heard from under car while stopping slowly - see Dave before test drive, check and found creaking noise coming from back end assembly, power steering rack end subassembly, removed and reinstalled, performed alignment, road-tested. - warranty

7/10/07 - customer states brakes banging, heard noise from left front wheels, will need more time to repair vehicle suggest drop off for another day, no repairs were performed. - warranty

7/26/07 - c/s tire went flat and brakes stopped working after. tech inspect and found right rear drum not in rear axle, it was found attached to flat tire in trunk that damaged the right wheel cylinder causing the system to loose fluid, tech replaced the right rear wheel cylinder, rear brake shoes for the right side and mount and balanced new tire, test drove for proper operation - customer pay

7/26/07 - customer states a clunk noise is heard when accelerating from a take off, found poor fitting shim fit kit, tech replaced the front kit and shim kit for front brake pads - warranty

10/16/07 - Customer requests Toyota Field Technical Specialist inspection, FTS completed FTS inspection of vehicle 10/16/07. Inspected the following: rattle noises over large bumps & pot holes. FTS applied brake grease to anti rattle clips on front brakes, test drove, noise repaired. Inspected customer concern for poor fuel economy, FTS completed fuel economy test, FTS recorded 37.8 mpg. c/s engine stalls shakes and will not accelerate, FTS test drove and could not verify concern. FTS inspected for diagnostic codes, no codes present vehicle operating as

designed at this time. - warranty

Please provide your position in regard to the customer's claim(s).

In the interest of customer satisfaction Toyota would like an opportunity to have a Toyota Field Technical Specialist inspect and repair any demonstrable warrantable repairs. A Toyota Field Technical Specialist has inspected the customer's vehicle on 10/16/07 and has repaired the customer's vehicle for brake noise and after his inspection found the customer's vehicle to be repaired and operating as designed and no further warrantable repairs are necessary at this time.

At this time, Toyota requests the customer's request of a repurchase/replacement be denied. There has not been an unreasonable amount of days down or repair attempts made for the same nonconformity and the use, value or safety of this vehicle has not been substantially impaired.

R/PD will participate By phone In Person In Writing Available Dates:

Return this form by: 09/30/2007

Toyota Contact:

NCDS Fax: (586) 790-4774

Phone: Fax:



National Center for Dispute Settlement

October 31, 2007

22500 Metropolitan Parkway - Suite 200

Clinton Township, MI 48035

(800) 936-4303

(586) 741-0870

Fax: (586) 790-4774

Kenneth C. Ho, Esq.
Kahn & Assoc., L.L.C.
55 Public Square, Ste. #650
Cleveland, OH 44113

Toyota Motor Sales, U.S.A., Inc.
New York Regional Office
16 Henderson Drive
West Caldwell, NY 07006

RE: CASE # 1607144
Customer Name: [REDACTED]

Dear Parties:

By direction of the Arbitrator(s), we are enclosing the Decision in the above referenced case.

Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has twenty (20) days from the date of this letter in which NCDS must receive the "Acceptance of Decision" form. The form should be mailed to:

National Center for Dispute Settlement
22500 Metropolitan Parkway
Suite 200
Clinton Township, MI 48035

Thank you for your cooperation in resolving this matter through the Expedited Dispute Settlement mechanism. Should you have any questions regarding the Acceptance of Decision, please contact NCDS. Failure to return this form within twenty (20) days from the date of this letter will be considered a rejection of the Arbitrator's Decision and therefore, NCDS will close your case.

Finally, you may obtain, at a reasonable cost, copies of all the case records related to this dispute.

Sincerely,

NCDS

Allisia Powell x.118
Case Administrator

Enclosures: as noted
cc: Board Members



National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200

Clinton Township, MI 48035

(800) 936-4303

(586) 741-0870

Fax: (586) 790-4774

DATE: October 31, 2007

CUSTOMER: XXXXXXXXXX

CASE #: 1607144

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I reject the decision, or am dissatisfied with Toyota's eventual performance, I may pursue other legal remedies, including the use of small claims court. Whether or not I accept the Decision, however, the Decision is admissible in any subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Decision, Toyota will be legally bound by the Decision.

You must mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT THE DECISION

I DO NOT ACCEPT THE DECISION

SIGNED: _____

DATE: _____

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the
Arbitration Between

██████████
("Customer(s)")

and

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

DECISION

Case # 1607144

A Three-Person Board, consisting of Ed Hester, Richard Bee and Kathy Lowry was appointed pursuant to NCDS rules as Arbitrators to determine disputes, which had arisen between the Customer(s), ██████████ and Toyota regarding a 2007 Corolla.

By a letter dated September 21, 2007, the Board advised the parties that a hearing based solely on documents would be conducted on October 30, 2007.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on September 21, 2007, and may be summarized as follows:

The Attorney for the Customer states there is a clunk noise on acceleration and a squealing noise from the brake area.

SUMMARY OF PRESENTATION:

According to the Customer Claim Form received by NCDS on September 20, 2007, the Customer purchased a 2007 Toyota Corolla. The vehicle currently has over 9,800 miles on the odometer.

In addition to the Customer Claim Form, the Customer's Attorney submitted two (2) typed letters dated August 27, 2007 and September 14, 2007; and a copy of Repair Order numbers C09770 and W16323.

According to the Attorney's letter, the vehicle has had problems with a clunk noise on acceleration and a squealing noise from the brake area. The Attorney's letter does not state whether the problems continue to exist. The Customer's Attorney has requested the Customer's choice of a replacement or repurchase of the vehicle, plus all collateral charges, incidental expenses, and Attorney's fees.

Toyota submitted a Manufacturer Response Form, which stated that in the interest of Customer satisfaction, Toyota would like an opportunity to have a Toyota Field Technical Specialist inspect and repair any demonstrable warrantable repairs. A Toyota Field Technical Specialist inspected the Customer's vehicle on October 16, 2007, and has repaired the Customer's vehicle for brake noise and after his inspection, found the Customer's vehicle to be repaired and operating as designed and no further warrantable repairs are necessary at this time. At this time, Toyota requests the Customer's request of a repurchase/replacement be denied. There has not been an unreasonable amount of days out of service or repair attempts made for the same nonconformity and the use, value, or safety of the vehicle has not been substantially impaired.

DECISION:

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 deliberation, we find and Award as follows:

The Customer's request for a repurchase or replacement of the vehicle, plus all collateral charges, incidental expenses, and Attorney's fees is hereby DENIED.

We have reached this unanimous conclusion because although the vehicle was repaired for conditions which impair the use of the vehicle, it has not been subject to an unreasonable number of repair attempts for the same nonconformity.

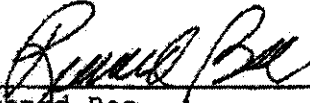
Collateral charges, incidental expenses, and Attorney's fees are beyond the scope of this process.

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

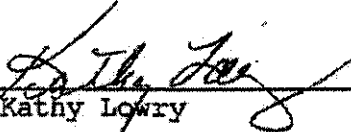
10-30-07
DATE


Ed Hester

10/30/07
DATE


Richard Bee

10/30/07
DATE


Kathy Lowry



Date September 14, 2007

Toyota Motor Sales, U.S.A., Inc.
New York Regional Office
16 Henderson Drive
West Caldwell, NJ 07006
973-675-7500

VIA OVERNIGHT MAIL

Kenneth C. Ho
Kahn & Associates L.L.C.
55 Public Square, Suite 650
Cleveland, OH 44113

Re: Claim of [REDACTED]
VIN : 2T1BR32E07C [REDACTED]
Vehicle model and year Corolla 2007

Dear Mr. Ho:

Toyota Motor Sales, U.S.A., Inc. ("TMS") is in receipt of your correspondence dated August 29, 2007 wherein you are seeking relief under Connecticut's Lemon Law on behalf of Craig Freda. This letter has been forwarded to me at New York to ensure efficient handling and a prompt response.

At this time, we are uncertain as to the specific mechanical concerns which form the basis for [REDACTED] Lemon Law demand. Because we cannot investigate this claim without such information, we ask that you contact us immediately.

We will need to review the following information which you or your client may have in your possession:

1. Legible copies of any and all documents relating to the purchase or lease of the subject vehicle;
2. Legible copies of any and all documents relating to any prior debts which were rolled into the purchase price or lease terms of this vehicle;
3. Legible copies of any and all documents relating to the purchase and installation of any after-market equipment added to the vehicle on or after the date of purchase;
4. Legible copies of any and all maintenance records for the subject vehicle, including non-Toyota repair facilities; and,
5. Legible copies of any and all documents relating to any accidents involving the vehicle.

Please send this information to the following address:

Toyota New York Region
16 Henderson Dr

West Caldwell, NJ 07006
ATTN: Customer Relations Manager

In the meantime, we will compile our records on this matter. Depending on the underlying facts, we may want to conduct an inspection of the vehicle. Because Toyota values retaining your client as a customer, we would like to inform you that the National Center for Dispute Settlement (NCDS) arbitration services are available to your client. This program is part of Toyota's commitment to provide its customers with an impartial non-affiliated organization to promptly and equitably resolve their concerns. To obtain more information about this process please contact the Toyota National Customer Assistance Center at 1-800-331-4331, Monday through Friday, 6:00 a.m. to 6:00 p.m., Pacific time.

We appreciate the opportunity to lend our assistance. Please be assured that we will be contacting you shortly with hopes of amicably resolving this matter.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Vincent Favorito". The signature is stylized and includes a large flourish at the end.

Vincent Favorito

Toyota R/PD Customer Relations Manager



Case Report - 200708310093**Customer/Caller Summary:**

Customer Name/Address:

Minnetonka, MN

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Arbitration Request; Recurring Condition; Engine- Powertrain; Other-Please
Speci
Case Type: Priority
Contact Method: Phone
Cust Attitude: Concerned
Coding Type: Complaint
Category: Arbitration Request
Problem Area: Recurring Condition
Component: Engine- Powertrain
Condition: Other-Please Specify
VIN: 1NXBR30E76Z
Dofu: 07/31/2006
Current Miles: 12000
Incident Miles: 2182
Model Year: 2006
Model Name: Corolla
Region: Chicago
District: I
Dealer 1: Rudy Luther Toyota, 22030
Selling Dealer: Rudy Luther Toyota, 22030

Case History:

Caller Seeks: Seeking to pursue ARB for refund of veh or replacement b/c of lack of
reliability
CAC Stated: see case notes

***** PHONE LOG 08/31/2007 07:13:09 AM JSugar**

Caller states: took veh in for svc @ Rudy Luther for same issue 5 times. May pursue lemon law in MN.
Purch veh in aug 2006. 2x in oct 06, when driving interior lights shut off, engine lost power, &
speedometer went to 0. Check eng light, tire light, & abs light came on & trans didn't shift properly.
Veh ran w/some check lights on but when run long enough some lights turn off. Issue not always occurring
but has happened. Dlr has put in 2 new ecu's & a new actuator.

***** NOTES 08/31/2007 07:13:10 AM JSugar**

VHas happened 3 times in October 06 & 2 times in August 07. Happened 8/27/07, took to dlr to get fixed.
As cust was leaving it happened again. Dlr advd found loose wire & has replaced it, fls should fix
problem. Has happened on freeway, under 30, etc. very sporadic. Planning on p/u veh & driving 4 hours
north, concerned b/c not any toy dlr's in the area. Sks c/b today concerning whether or not to keep
rental. Sks to doc concern for filing lemon law in future.

***** NOTES 08/31/2007 07:13:28 AM JSugar**

NCR apol, advd case #, advd cm c/b w/in 1b/d.

***** SUBCASE 200708310093-1 CREATED 09/04/2007 07:44:03 AM KGohn******* NOTES 09/04/2007 10:40:58 AM KGohn**

+OUTGOING DLR CALL+

NCR spoke with SM David who adv cust was back in dlr 8/30/07. Sts cust has been to dlr several times.
Sts will fax ROs to NCR at 310-974-5859. Sts veh is fixed at this time.

***** NOTES 09/04/2007 10:45:23 AM KGohn**

+OUTGOING CUST CALL+

NCR attempted to contact cust at [REDACTED] twice and was adv that call could not be completed as
dialed and call was disconnected.

NCR left v/m for cust requesting a c/b on [REDACTED] NCR adv 800 #, option 3, log in ID of 73181 & adv NCR's hours are 7:00-3:30 PDT.

*** NOTES 09/04/2007 12:10:46 PM KGohn
ATF: NCR received RO history from dlr.

*** NOTES 09/04/2007 01:23:40 PM BBarkley
Cust cld to speak with CM who was n/a. NCR apol and adv cust Cm will c/b EOB 1 day. Cust adv to call her work # [REDACTED].

*** PHONE LOG 09/05/2007 11:06:03 AM KGohn Action Type: Outgoing call

ARB

NO PREVIOUS CASES

+OUTGOING CUST CALL+

NCR spoke with cust who adv would like to pursue ARB for refund of veh. Sts doesn't feel safe any longer in veh and is concerned about reliability. NCR apol and adv ARB is what toy offers if she no longer wants veh and educated cust on ARB process. Adv ARB ppwk mailed w/in 10-14 bus days. Adv to refer to owner's warr rights notification booklet for more info. NCR adv Toy is obligated to repair veh while under warr. Cust understood but still would like to pursue ARB.

*** SUBCASE 200708310093-1 CLOSED 09/05/2007 11:07:42 AM KGohn

*** DEALER NOTES: 09/05/07 15:06:50

CALLED CUSTOMER AT [REDACTED] AND LEFT MESSAGE. THE OTHER NUMBER [REDACTED] IS A NON WORKING NUMBER.

*** NOTES 09/06/2007 03:36:35 PM ECastaneda

Mailed arb ppwk 09/06/07.

*** CASE CLOSE 09/10/2007 11:39:29 AM NVacura210

vehicle repaired, but cust. lost confidence. wants to pursue arbitration for a buy/back.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	09/10/2007 11:39:36 AM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Case Close	09/10/2007 11:39:29 AM	NVacura210	Status = Closed, Resolution Code = Full, State = Open.
Yanked	09/10/2007 11:38:51 AM	NVacura210	Case grabbed from KGohn to NVacura210's default WipBin.
Chg Status	09/10/2007 11:38:51 AM	NVacura210	Action Region
Rule Action	09/06/2007 03:36:44 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/06/2007 03:36:35 PM	ECastaneda	Log notes.
Rule Action	09/05/2007 03:07:04 PM	rulemgr	Action Notify Originator of dealer add of rule Toyota Priority/Accident Dlr Add Notes fired
Notes	09/05/2007 03:06:49 PM	DLR22030	Log notes by dealer.
Subcase Close	09/05/2007 11:07:42 AM	KGohn	Number = 200708310093-1, Status = Action CAC, Resolution Code = Full..
Dispatch	09/05/2007 11:07:36 AM	KGohn	Action Region.
Chg Status	09/05/2007 11:07:36 AM	KGohn	Case sent to region: Chicago
Phone Log	09/05/2007 11:06:03 AM	KGohn	Start = 09/05/2007 11:05:41 AM, End = 09/05/2007 11:06:03 AM, Contact = [REDACTED]
Rule Action	09/04/2007 01:23:44 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	09/04/2007 01:23:40 PM	BBarkley	Log notes.
Notes	09/04/2007 12:10:45 PM	KGohn	Log notes.
Notes	09/04/2007 10:45:23 AM	KGohn	Log notes.
Notes	09/04/2007 10:40:58 AM	KGohn	Log notes.
Admin Subcase	09/04/2007 07:44:03 AM	KGohn	Number = 200708310093-1, Created in WIP default with due date 09/04/2007 06:00:00 PM..
Modify	09/04/2007 07:43:24 AM	KGohn	into WIP default and Status of Action CAC.
Set Originato	09/04/2007 07:43:22 AM	KGohn	Set Originator: by KGohn
Accept	09/04/2007 07:43:03 AM	KGohn	from Queue Toyota Resolution Queue to WIP default.
Dispatch	08/31/2007 07:14:29 AM	JSugar	from WIP default to Queue Toyota Resolution Queue.
Modify	08/31/2007 07:14:24 AM	JSugar	into WIP default and Status of Action CAC.
Notes	08/31/2007 07:13:28 AM	JSugar	Log notes.
Notes	08/31/2007 07:13:10 AM	JSugar	Log notes.
Modify	08/31/2007 07:13:09 AM	JSugar	into WIP default and Status of Action CAC.

Phone Log 08/31/2007 07:13:09 AM JSugar
Modify 08/31/2007 07:12:20 AM JSugar
Create 08/31/2007 07:05:00 AM JSugar

Start = 08/31/2007 07:05:00 AM, End = 08/31/2007
07:13:09 AM, Contact = [REDACTED]
into WIP default and Status of Action CAC.
Contact = [REDACTED] Priority = Customer,
Status = Action CAC.

LEGAL SERVICES

DEC - 4 2007

GROUP RECEIVED

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT
Case Type: Minnesota Lemon Law

_____)
[REDACTED])

Plaintiffs,)

vs.)

COMPLAINT

Toyota Motor Sales, U.S.A., Inc., a California)
corporation transacting business in the State of)
Minnesota,)

Defendant.)

_____)

Plaintiffs, [REDACTED] as and for their cause of action against

Defendant allege as follows:

1.

At all times relevant to Plaintiffs' claims in this case, Plaintiffs have resided at 1908 Ford Road, City of Minnetonka, County of Hennepin, State of Minnesota.

2.

Defendant is a California corporation transacting 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. Defendant's authorized dealers ultimately sell said motor vehicles to Minnesota consumers.

3.

The occurrences that form the basis for this cause of action, or some part thereof, arose in Hennepin County. Therefore, pursuant to Minn. Stat. § 542.09, venue is proper in Hennepin County.

4.

On or about August 2, 2006, Plaintiffs purchased a new 2006 Toyota Corolla (the "subject vehicle") from Defendant's authorized dealer, Rudy Luther's Scion, of Golden Valley, Minnesota.

5.

Defendant manufactured the subject vehicle.

6.

The vehicle identification number of the subject vehicle is 1NXBR30E762 [REDACTED].

7.

Plaintiffs took delivery of the subject vehicle on or about August 2, 2006.

8.

Included with the purchase of the subject vehicle was a manufacturer's express written new vehicle warranty.

9.

The problems, conditions and/or defects ("nonconformities") experienced by Plaintiffs are evidenced by, but not necessarily limited to, the speedometer falling to zero, the ABS, low tire and check engine lights illuminating, and loss of engine power.

10.

Plaintiffs made repeated attempts to have Defendant correct the warranted problems with the subject vehicle. As a result of said attempts, the subject vehicle was the subject an unreasonable number of repair attempts for the same nonconformity and/or has been out of service by reason of repair for more than 30 days.

11.

On or about August 31, 2007, Plaintiffs provided Defendant's authorized dealership with written notice that Plaintiffs were revoking acceptance of the subject vehicle due to Defendant's

inability to provide the repairs required by its warranty and of Plaintiffs' intentions to pursue their rights under the Minnesota Lemon Law, Minn. Stat. § 325F.665.

COUNT 1
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 2.
(“MINNESOTA LEMON LAW”)

12.

Plaintiffs reallege Paragraphs 1 through 11 as though fully set forth herein.

13.

Plaintiffs are “consumers” as the Minnesota Lemon Law defines that term.

14.

Defendant is a “manufacturer” as the Minnesota Lemon Law defines that term.

15.

The new vehicle warranty purchased by Plaintiffs is a “manufacturer’s express warranty” and “warranty” as the Minnesota Lemon Law defines that term.

16.

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

17.

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

18.

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

19.

Plaintiffs, therefore, are entitled to repair of the subject vehicle, and/or to be compensated in an amount to be determined at trial, plus reasonable attorneys' fees and litigation costs incurred in this action as set forth under the Minnesota Lemon Law.

COUNT 2
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 3.
("MINNESOTA LEMON LAW")

20.

Plaintiffs reallege Paragraphs 1 through 19 as though fully set forth herein.

21.

The subject vehicle has been out of service by reason of repair for more than 30 cumulative days within the warranty period and/or two years of delivery of the subject vehicle to Plaintiffs.

22.

Defendant attempted an unreasonable number of repairs of the subject vehicle for the same warranted defect or condition within the warranty period and/or two years of delivery of the subject vehicle to Plaintiffs.

23.

The nonconformities in the subject vehicle substantially impair its use and/or market value to Plaintiffs.

24.

Plaintiffs gave Defendant the notice and an opportunity to repair the subject vehicle required by Minn. Stat. § 325F.665, subd. 3(e).

25.

Plaintiffs are, therefore, entitled to the presumption provided by Minn. Stat. § 325F.665, subd. 3(b).

26.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 3, thereby entitling Plaintiffs to vehicle replacement or full refund of the purchase price of the subject vehicle, at Plaintiffs' choice, including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery, and all other charges, including, but not limited to, sales or excise tax, license fees and registration fees, reimbursement for towing and rental vehicle expenses incurred by Plaintiffs as a result of the vehicle being out of service for warranty repair, plus attorneys' fees and litigation costs incurred bringing this action as set forth in the Minnesota Lemon Law.

COUNT 3
VIOLATION OF 15 U.S.C. SECTION 2301 *ET SEQ.*
(“MAGNUSON-MOSS WARRANTY ACT”)

27.

Plaintiffs reallege Paragraphs 1 through 26 as though fully set forth herein.

28.

The subject vehicle is a “consumer product” as the Magnuson-Moss Warranty Act defines that term.

29.

The warranty purchased by Plaintiffs is a “warranty” as the Magnuson-Moss Warranty Act defines that term.

30.

Plaintiffs are “consumers” as the Magnuson-Moss Warranty Act defines that term.

31.

Defendant is a “warrantor” as the Magnuson-Moss Warranty Act defines that term.

32.

Defendant has failed to conform the subject vehicle to its written/express warranty after a reasonable number or repair attempts or number of days, notwithstanding Plaintiffs having provided Defendant with a reasonable opportunity to do so.

33.

Defendant has therefore violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiffs to (i) revoke acceptance of the vehicle, (ii) receive a full refund of the purchase price of the vehicle plus all out of pocket expenses related to the vehicle, (iii) recover loss of use damages measured by the cost to rent a like vehicle for the periods during which the subject vehicle has not conformed to the written or implied warranties, and (iv) compensation for his reasonable legal fees and litigation costs incurred in prosecuting this matter.

COUNT 4
BREACH OF EXPRESS WARRANTY
(VIOLATION OF MINN. STAT. § 336.2-607 & COMMON LAW)

34.

Plaintiffs reallege Paragraphs 1 through 33 as though fully set forth herein.

35.

Plaintiffs notified Defendant of its failure to remedy defects in the subject vehicle within a reasonable time after discovering them, and gave Defendant a reasonable opportunity to cure said defects.

36.

Defendant's express warranty required it to remedy the defects in the subject vehicle, but Defendant failed to do so, or to do so within a reasonable period of time. Defendant has, therefore, breached its warranty to Plaintiffs.

37.

Defendant's breach of warranty has directly and proximately caused Plaintiffs' damages.

38.

Defendant has thereby violated Minn. Stat. § 336.2-607. Plaintiffs are therefore entitled to recover their actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant.

COUNT 5
VIOLATION OF MINN. STAT. § 336.2-314
(BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY)

39.

Plaintiffs reallege Paragraphs 1 through 38 as though fully set forth herein

40.

Defendant is a merchant with respect to the subject vehicle purchased by Plaintiffs.

41.

Included with Plaintiffs' purchase of subject vehicle was an implied warranty of merchantability.

42.

The subject vehicle was of a character and quality that it would not pass without objection in the trade under the contract description.

43.

The subject vehicle was not fit for the ordinary purpose for which such good are used.

44.

The subject vehicle was not of fair average quality within the contract description.

45.

Defendant neither excluded nor modified said warranty of merchantability.

46.

Defendant has therefore violated Minn. Stat. § 336.2-314 by breaching its implied warranty of merchantability to Plaintiffs.

47.

Plaintiffs are therefore entitled to recover their actual damages, together with all incidental and consequential damages from Defendant.

COUNT 6
VIOLATION OF MINN. STAT. § 336.2-608.
(REVOCATION OF ACCEPTANCE)

48.

Plaintiffs reallege Paragraphs 1 through 47 as though fully set forth herein.

49.

Plaintiffs reported the nonconformities outlined above to Defendant during the term of the applicable express warranty and within a reasonable time after discovering the same.

50.

The nonconformities outlined above substantially impair the value of the subject vehicle.

51.

Plaintiffs were reasonably induced to accept the subject motor vehicle by the difficulty of discovery of said nonconformities before acceptance and by Defendant's assurances that the subject vehicle conformed to its warranties.

52.

Plaintiffs provided Defendant with a reasonable number of opportunities to cure the nonconformities in the subject vehicle, but Defendant failed to seasonably cure said nonconformities.

53.

Plaintiffs revoked acceptance of the subject vehicle within a reasonable time after discovery of the nonconformities outlined above.

54.

Plaintiffs are therefore entitled to recover the full purchase price of the subject motor vehicle plus all incidental and consequential damages including, but not limited to, loss of use damages.

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant for damages in the amount of \$18,371.00, plus incidental and consequential damages, loss of use damages, attorney fees and litigation costs in a reasonable amount to be specifically proven at the time of trial, together with pre-judgment and post-judgment interest and all other costs the Court deems just.

JURY DEMAND

Plaintiffs hereby respectfully demand a trial by jury.

ACKNOWLEDGMENT

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

Date: November 21, 2007



Daniel J. Brennan (#284646)
BRENNAN LAW OFFICE
3541 45th Avenue South
Minneapolis, MN 55406
Telephone (612) 729-7410

ATTORNEY FOR PLAINTIFFS



ROBERT M. SILVERMAN
CHAIKIN KINNEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MD Bar
Member, CT Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.kimmelsilverman.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ardmore, PA 19003
P (215) 340-0000
F (215) 340-0011

WESTERN PA OFFICE, 218 Glass Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-3008
NEW JERSEY OFFICE, Executive Quarter, 3330 N. Meridian Pike, Suite 711, Cherry Hill, NJ 08002, P (800) 425-6334, F (800) 216-7344
MARYLAND OFFICE, 10431 MDI Run Circle, Suite 402, Odessa Mills, MD 21117, P (410) 336-0034, F (410) 336-0030
DELAWARE OFFICE, 381 Monmouth Road, Suite 112, Wilmington, DE 19806, P (302) 771-3075, F (302) 771-3076
MASSACHUSETTS OFFICE, 43 Paul St, Suite 202, Lowell, MA 01851, P (781) 463-9112, F (781) 463-9114

PLEASE REMIT ALL CORRESPONDENCE TO THE ARDMORE OFFICE

May 25, 2005

VIA FAX ONLY
310-468-7808

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

Re: [REDACTED] vs Toyota
Vehicle: 2995 Toyota-Corolla
Date of Purchase: 05/25/04 Place of Purchase: Savage Toyota
VIN: 1GNEK13R5VJ [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Toyota Motor Sales, U.S.A., Inc. pursuant to the PA Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
Shannon M. Ryan
Shannon M. Ryan

SMRY:FB
cc: Bernadette Hammer

MAQUILDA C. HENRY
ROBERT A. HOFFER
VIVIAN HINE HENRY
AMY B. COX
LOUIS POE, II
BRANDON M. BEAN
BLAKE T. GILBERTSON
BRANDON K. HENRY
HEATHER W. HENRY
KRYSTIN S. HENRY
HARVEY E. WINDMACK
CHRISTOPHER M. HENRY
ANDREW S. HENRY
MAQUILDA C. HENRY

Craig Thor Kimmel, Esquire
Identification No. 57100
Shannon M. Ryan, Esquire
Identification No. 87648
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Allentown, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

Port Carbon, PA

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

LEGAL SERVICES
AUG - 2 2005
GROUP RECEIVED

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, [REDACTED] Carbon, PA [REDACTED].

2. Defendant, Toyota Motor Sales, USA, Inc., is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, 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 May 25, 2004, Plaintiff purchased a new 2005 Toyota Corolla, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1NXBR32E35Z [REDACTED].

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

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

1. The purchase price of said vehicle, under the Lemon Law, totaled more than \$17,491.98. A true and correct copy of the contract is attached hereto and made a part hereof, and marked Exhibit "A".

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

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

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

5. 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 Plaintiff.

6. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, and that said procedure complies with 16 CFR 703.

7. Plaintiff avers 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 (April 3, 1997).

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

8. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

9. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

10. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

15. Savage Toyota is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about May 25, 2004, Plaintiff took possession of the above mentioned vehicle and purchased the same with several nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the utility, value, and/or safety of the vehicle.

17. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or

(2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has 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.

21. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: stalling

condition. True and correct copies of all invoices in Plaintiff possession are attached hereto, and incorporated herein by reference, and marked Exhibit "B".

27. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and repairs for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

28. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

29. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and repairs for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

30. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

31. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's deficiencies, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands 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

32. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

33. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

34. 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.

35. 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.

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

37. 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.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

40. 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.

41. Plaintiff avers 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.

12. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands 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
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

14. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

15. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

16. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

17. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

18. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73

73 P.S. 201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

49. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-3.1.

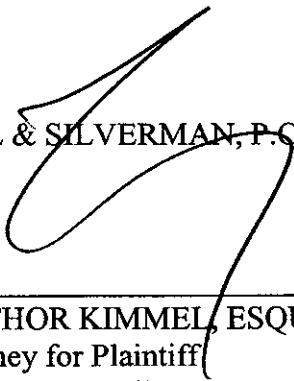
50. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute prima facie violations of the Act.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

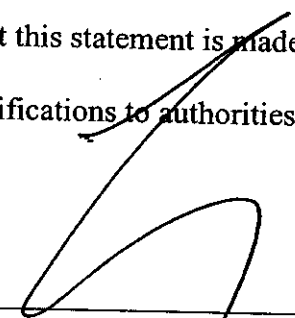
WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not less than Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: 
CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

V E R I F I C A T I O N

Craig Thor Kimmel, states that he is the attorney for the Plaintiff herein; that he is
acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to
his knowledge, information and belief; and that this statement is made subject to the
penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff

Savage Auto Group

- SAVAGE HYUNDAI, INC. (610) 774-6100
- SAVAGE 81 DODGE (610) 816-6100
- SAVAGE HYUNDAI G.M. (610) 270-6228
- SAVAGE BUZUKUKIA PREOWNED
- SAVAGE TOYOTA-HYUNDAI (610) 282-1334
- SAVAGE DODGE CHRYSLER JEEP, INC. (610) 880-8888

S.S. NO. _____ CUSTOMER CO-CUSTOMER AMERICAN FIRE AND MARINE CO. PA

CUSTOMER NAME: [REDACTED] DATE: [REDACTED] POLICY NO: OVA0616410
 CUSTOMER STREET: [REDACTED] EFFECTIVE DATES: FROM 02/01/04 TO 08/01/04
 CUSTOMER CITY: PORT CARBON COUNTY: SCHUYLKILL AGENT: MORGAN AND HAL COVAGE
 CUSTOMER STATE: PA ZIP CODE: [REDACTED] ADDRESS: 240 SUNBURY ST. MINERSVILLE, PA 17955
 RESIDENCE PHONE: [REDACTED] BUSINESS PHONE: [REDACTED] SALESMAN: KRITNER, PHIL PHONE: 705442019

VEHICLE BEING PURCHASED			CASH DELIVERED PRICE OF VEHICLE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING			TFS PLATINUM	
<input type="checkbox"/> NEW USED <input type="checkbox"/>	<input type="checkbox"/> CAR TRUCK <input type="checkbox"/>	<input type="checkbox"/> DEMO PRIOR USE	STOCK NO. 81870	
YEAR 2005	MAKE TOYOTA			
MODEL OR SERIES COROLLA	BODY TYPE SDN			
COLOR SILVER	TRIM			
M.V.I. OR SERIAL NO. 1NXBR32E35Z			REBATE	
TO BE DELIVERED ON OR ABOUT	MILEAGE 62			
USED VEHICLE TRADED IN AND/OR OTHER CREDITS				
YEAR 1997	MAKE CHEVROLET	BODY TYPE CC;UT	CASH PRICE OF VEHICLE & ACCESSORIES	
MODEL OR SERIES TAHOE	TITLE # 54865882102		STATE AND LOCAL TAXES	
COLOR RED	LICENSE #	EXPIRATION	TITLE FEE \$ 22.50 ENCUMBRANCE FEE \$ 5.00	
M.V.I. OR SERIAL NO. 1GNEK13R5VJ		MILEAGE 98172	TRANS. FEE \$ 6.00 REGISTRATION FEE \$ 3.35	
BALANCE OWED TO	GOOD UNTIL		DOCUMENTARY FEE \$ 5.00	
ADDRESS			TOTAL PRICE OF UNIT \$ 22,000.00	
USED TRADE-IN ALLOWANCE \$ 827.52			TOTAL CREDIT (TRANSFERRED) \$ 22,000.00	
LESS BALANCE OWED ON TRADE-IN N/A			UNPAID CASH BALANCE DUE ON DELIVERY	
NET ALLOWANCE ON USED TRADE-IN \$ 827.52			66% STATE SALES TAX	
PARTIAL PAYMENT N/A			CASH DUE AT DELIVERY	
CASH WITH ORDER N/A			TOTAL BALANCE DUE ON DELIVERY	
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN) \$ 827.52			TOYOTA MOTOR CREDIT CORP.	

CONTRACTUAL DISCLOSURE STATEMENT FOR A USED VEHICLE ONLY.
 THE INFORMATION YOU SEE ON THE FEDERAL TRADE COMMISSION WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
 AS IS: THIS MOTOR VEHICLE IS SOLD AS IS WITH NO WARRANTY EXPRESSED OR IMPLIED. THE PURCHASER WILL BE RESPONSIBLE FOR REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR MAY OCCUR IN THE VEHICLE.
 CUSTOMER SIGNATURE: _____
 If you cancel this purchase agreement prior to the delivery of the vehicle ordered, except as permitted by law, you shall be responsible for all damages.
 Purchaser hereby acknowledges to the dealer that:
 Customer Signature: _____
 THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE MADE BY THE DEALER HEREIN OR THE MANUFACTURER ON THE MOTOR VEHICLE DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE PRINTED NEW VEHICLE WARRANTY DELIVERED TO PURCHASER WITH EACH VEHICLE OR CHASSIS AND HEREBY MADE A PART HEREOF AS TO WHOM FULL FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO SUCH NEW VEHICLE OR CHASSIS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE CASE OF A NEW VEHICLE OR CHASSIS, THE DEALER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR A USED VEHICLE OR CHASSIS. THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH WARRANTY.
 THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE CUSTOMER UNTIL SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. CUSTOMER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.
 WE CANNOT INCREASE THE CONTRACT PRICE OF A MOTOR VEHICLE AFTER THE CONTRACT HAS BEEN ACCEPTED BY THE DEALER OR THE AUTHORIZED DEALER REPRESENTATIVE. THE INCREASE IS DUE TO THE PASSAGE OF A LAW OR REGULATION OF THE UNITED STATES OR THE COMMONWEALTH OF PENNSYLVANIA WHICH REQUIRES THE ADDITION OF NEW EQUIPMENT TO CERTAIN VEHICLES; OR, IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO A REVALUATION OF THE UNITED STATES DOLLAR VERSUS THE CURRENCY OF THE COUNTRY OF MANUFACTURE. HOWEVER, WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE IN VEHICLE IF THE DEALER CAN ESTABLISH THAT THE VEHICLE HAS SUFFERED FROM EXCESSIVE WEAR, DETERIORATION SINCE THE DATE OF THE VALUATION BUT PRIOR TO ITS DELIVERY TO THE DEALER OR UNLESS PARTS OR ACCESSORIES OF SUPERIOR QUALITY HAVE BEEN REPLACED OR REPLACED WITH PARTS OR ACCESSORIES OF INFERIOR QUALITY. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT.
 I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND HEREBY ACKNOWLEDGE RECEIPT OF THE MOTOR VEHICLE DESCRIBED ON THE FACE HEREOF.
 DEALER'S AUTHORIZED SIGNATURE: _____ DATE: 05/25/04



SAVAGE TOYOTA

ACCOUNTING

455 ROUTE 61 SOUTH
P.O. BOX 38
SCHUYLKILL HAVEN, PA 17972
(570) 385-1334



17965

PAGE 1

3720 BUS

1019

SERVICE ADVISOR: 175 PHIL RIZZO

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
05	TOYOTA COROLLA	1NXBR32E35Z		16627/16801		
PROD. DATE	WARR. EXP	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
		WAIT 01APR05		63.00	CASH	03MAY05
READY	OPTIONS:					
	STK:81870 DLR:37167 ENG:1.8 TRN:AT 1)TOY PLAT					

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
------	--------	------	------	-------	-------	------	------	------	------	-----	-------

A CUSTOMER STATES: VEHICLE TAKES SEVERAL ATTEMPTS BEFORE STARTING.
 CAUSE: ENGINE KEEPS STALLING OUT, E.C.U. W/POOR CONTACT. REPLACE
 E.C.U., PROGRAM KEYS AS NEEDED, PROBLEM CORRECTED.

123 KEPPLEY, JACK LIC#: 0	W	1.70	0.40	610	2520					25.20	25.20
780-02030 COMPUTER											
TRANS				13639	19777	0	226.87			197.77	197.77
PROGRAM 4 TRANSPONDER KEYS TO NEW E.C.U.											
123 KEPPLEY, JACK LIC#: 0	W	0.80	0.80	1220	5040					50.40	50.40

222700D040				13639	19777	TPARTS					
------------	--	--	--	-------	-------	--------	--	--	--	--	--

LABOR TYPE: RG
 1830 7560 TLABOR
 All non-warranty repairs
 are flat fee menu priced

Proper maintenance ensures coverage under
 your factory Toyota warranty

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
445	7560	1830		4720	19777	13639	
220	27337	*****					

NET SALE, & COMP TOTALS 15469 27337 0

ON BEHALF OF THE SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER UNLESS OTHERWISE INDICATED. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNATURE) GENERAL MANAGER OR AUTHORIZED PERSON (ID)



5706283720

45318

SAVAGE TOYOTA

455 ROUTE 61 SOUTH
P.O. BOX 38
SCHUYLKILL HAVEN, PA 17972
(570) 385-1334

WORKORDER

PAGE 2

2

PORT CARBON PA
HOME BUS:

SERVICE ADVISOR: 175 RIZZO, PHIL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVER	05	TOYOTA COROLLA	1NXBR32E35Z		166871/16801		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
25MAY04 IS			** WAITER **		63.00	CASH	
R.O. OPENED	READY	OPTIONS: STK:81870 DLR:37167 ENG:1.8 TRN:AT 1) TOY					
01APR2005 14:03		PLAT					

LINE OP CODE	FLAT TECH. TYPE	DESCRIPTIONS/INSTRUCTIONS
FA DIAG	C	TAKING TWO TIMES TO TURNOVER

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

PRELIMINARY ESTIMATE \$ _____

AUTHORIZATION FOR REPAIRS

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 above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

APPROVAL

101	18	123	875012	(W)	18 15 74	TH(J)
STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO.	45318	TIME	OFF	
17	04	EMP. NO.	123	875011	(W)	18 14 90
		EMP. NO.				3 8 26

Inspect vehicle to verify condition
 Test Drive vehicle

~~Richard J. [unclear]~~

CORRECTION

COMPLAINT Vehicle not starting, multiple crank-overs before starting, but intermittent

CAUSE E.C.V. w/ poor contact

CORRECTION Replace E.C.V., program all of customer's transponder keys to operate w/new E.C.V.

COMPLAINT

CAUSE

CORRECTION

Diag - Sta 11/1/04 - Code B2780

INSPECTION	EXPIRATION DATE	BRAKES	TIRES
	1	↑	↑



Central Atlantic Toyota Distributors
a division of Toyota Motor Sales, U.S.A., Inc.
6710 Baymeadow Drive
Glen Burnie, MD 21060
(410) 760-1500

May 26, 2005

VIA U.S. MAIL

Shannon Ryan
Kimmel & Silverman, PC
30 East Butler Pike
Ambler, PA 19002

Re: Claim of [REDACTED]
VIN 1NXBR32E35Z [REDACTED]
Vehicle model and year Corolla 2005

Dear Ms. Ryan:

Toyota Motor Sales, U.S.A., Inc. ("TMS") is in receipt of your correspondence dated May 25, 2005 wherein you are seeking relief under Pennsylvania's Lemon Law on behalf of Bernadette Hammer. This letter has been forwarded to me at Central Atlantic Toyota to ensure efficient handling and a prompt response.

At this time, we are uncertain as to the specific mechanical concerns which form the basis for Bernadette Hammer's Lemon Law demand. Because we cannot investigate this claim without such information, we ask that you contact us immediately.

We will need to review the following information which you or your client may have in your possession:

1. Legible copies of any and all documents relating to the purchase or lease of the subject vehicle;
2. Legible copies of any and all documents relating to any prior debts which were rolled into the purchase price or lease terms of this vehicle;

3. Legible copies of any and all documents relating to the purchase and installation of any after-market equipment added to the vehicle on or after the date of purchase;
4. Legible copies of any and all maintenance records for the subject vehicle, including non-Toyota repair facilities; and,
5. Legible copies of any and all documents relating to any accidents involving the vehicle.
6. Copies of current registration and/or title.

Please send this information to the following address:

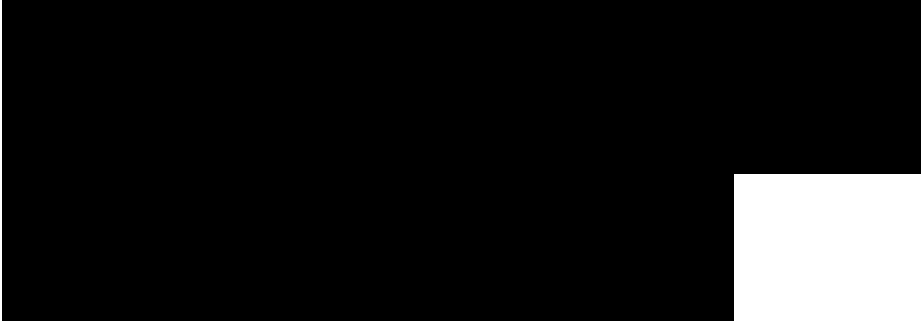
Central Atlantic Toyota
6710 Baymeadow Drive
Glen Burnie, MD 21060
ATTN: Customer Relations Department

In the meantime, we will compile our records on this matter. Depending on the underlying facts, we may want to conduct an inspection of the vehicle. Because Toyota values retaining your client as a customer, we would like to inform you that the National Center for Dispute Settlement (NCDS) arbitration services are available to your client. This program is part of Toyota's commitment to provide its customers with an impartial non-affiliated organization to promptly and equitably resolve their concerns. To obtain more information about this process please contact the Toyota National Customer Assistance Center at 1-800-331-4331, Monday through Friday, 6:00 a.m. to 6:00 p.m., Pacific time.

We appreciate the opportunity to lend our assistance. Please be assured that we will be contacting you shortly with hopes of amicably resolving this matter.

Very Truly Yours,


Lisa M. Karns
Customer Relations
Representative



Case Report - 200409300794

Customer/Caller Summary:

Customer Name/Address:

[Redacted]
Somerset, NJ [Redacted]

Caller Phone:

Caller Alt. Phone:

[Redacted]

Case Summary:

Case Title: Potential Arbitration; Abnormal Condition; Engine- Powertrain; Stalls
Case Type: General
Contact Method: Phone
Cust Attitude: Frustrated
Coding Type: Complaint
Category: Potential Arbitration
Problem Area: Abnormal Condition
Component: Engine- Powertrain
Condition: Stalls
VIN: 2T1BR32E25C [Redacted]
Dofu: 09/13/2004
Current Miles: 1053
Incident Miles: 1000
Model Year: 2005
Model Name: Corolla
Region: New York
District: 03
Dealer 1: Dch Brunswick Toyota, 29085
Selling Dealer: Dch Brunswick Toyota, 29085

Case History:

Customer Seeks: perm fix for engine stalling or toy to replace veh
CAC Stated: ncr apol & provided case#. region open 3 business days (updated cpa)

*** PHONE LOG 09/30/2004 12:33:55 PM TWitherspoon

===PA===

NO PREV CASE#

cust sts w/in 1 month of purch, veh has stalled 6X. sts storage compartment also not working properly & having other concerns w/veh. sts dlr replaced computer & after picked up, veh wouldnt start and elect instruments would not work. sts she has been loyal toy cust & very dissatis w/veh. sts has been working w/pete-svc rep & has not spk to CRM/svc mgr. sts sks perm fix or toy to replace veh.

*** NOTES 09/30/04 04:10:32 PM ny5

REGION- case has been assigned to DPSM(c. underwood) and FTS (t. senneca)

*** NOTES 10/06/04 05:12:49 AM ny5

DSPM called cust on 10/5/2004 @ 11am at [Redacted] to discuss concern. Cust adv veh has been at the dlr since 9/29/2004 for no start concern. Cust adv she thinks the dealer found out the concern this time. DSPM gave cust info and adv would contact dlr to make find out more details. Cust satisfied. Case closed.

*** CASE CLOSE 10/06/04 05:14:14 AM ny5

DSPM called cust on 10/5/2004 @ 11am at [Redacted] to discuss concern. Cust adv veh has been at the dlr since 9/29/2004 for no start concern. Cust adv she thinks the dealer found out the concern this time. DSPM gave cust info and adv would contact dlr to make find out more details. Cust satisfied. Case closed.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Create	09/30/2004 12:25:56 PM	TWitherspoon	Contact = Monique Jackson, Priority = Customer, Status = Action CAC.
CPU Created	09/30/2004 12:31:18 PM	TWitherspoon	Cust Prof Upd - Created for VIN: 2T1BR32E25C [Redacted]

Modify 09/30/2004 12:33:55 PM TWitherspoon
Modify 09/30/2004 12:33:55 PM TWitherspoon
Phone Log 09/30/2004 12:33:55 PM TWitherspoon

Dispatch 09/30/2004 12:33:58 PM TWitherspoon
Chg Status 09/30/2004 12:33:58 PM TWitherspoon
Yanked 09/30/2004 04:09:37 PM ny5

Chg Status 09/30/2004 04:09:37 PM ny5
Notes 09/30/2004 04:10:32 PM ny5
Notes 10/06/2004 05:12:49 AM ny5
Case Close 10/06/2004 05:14:14 AM ny5

Customer: [REDACTED]
Somerset, NJ [REDACTED]
into WIP default and Status of Action CAC.
into WIP default and Status of Action CAC.
Start = 09/30/2004 12:25:56 PM End = 09/30/2004
12:33:55 PM, Contact = [REDACTED]
Action Region to New York
Case sent to region: New York
Case grabbed from TWitherspoon to ny5's default
WipBin.
Action Region
Log notes.
Log notes.
Status = Closed, Resolution Code = Full, State =
Open.

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.

[REDACTED]

Somerset, New Jersey

v.

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

SUPERIOR COURT OF NEW JERSEY
SOMERSET COUNTY

CIVIL ACTION

NO. L-164-05

LEGAL SERVICES
FEB 23 2005
GROUP RECEIVED

COMPLAINT

1. Plaintiffs, [REDACTED] are adult individual citizens and legal residents of the State of New Jersey [REDACTED] Somerset, New Jersey [REDACTED]

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 August 31, 2004, Plaintiffs purchased a new 2005 Toyota Corolla, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2T1BR32E25[REDACTED]

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 \$25,051.14. 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. DCH Brunswick Toyota, is 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 August 31, 2004, 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 requested, 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 malfunction indicator light on, stalling condition, jerk in transmission, no-start condition and defective engine control module. 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, Plaintiffs 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.

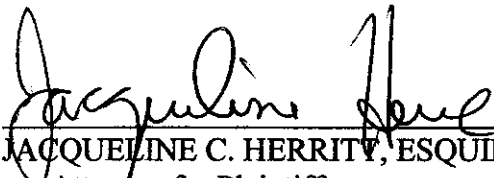
60. As a result of Defendant's unlawful conduct, Plaintiffs have and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- 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.

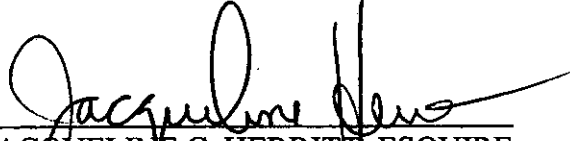
KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITY, 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

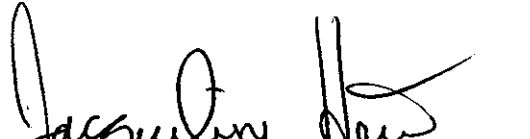
KIMMEL & SILVERMAN, P.C.

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 *January 28, 2005*

KIMMEL & SILVERMAN, P.C.

By: *Jacqueline Herritt*
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiffs

RETAIL INSTALLMENT CONTRACT - SIMPLE INTEREST

Dealer Number:

Account Number:

Buyer (and Co-Buyer) - Name(s) and Residence Address(es) (Include County and Zip Code)

Creditor (Seller) - Name and Business Address

SOMERSET NJ

SOMERSET NJ

DCH BRUNSWICK TOYOTA
1504 RT 1
NORTH BRUNSWICK, NJ 08902

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation or, if your vehicle was purchased from a Lexus dealership, to Lexus Financial Services, a division of Toyota Motor Credit Corporation, ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Radio - Cassette	<input type="checkbox"/> 4-5 Speed Transmission	<input type="checkbox"/> Power Steering	<input type="checkbox"/> personal	<input type="checkbox"/> agricultural
<input type="checkbox"/> Sun Roof	<input type="checkbox"/> Stereo - CD Player	<input type="checkbox"/> Automatic Transmission	<input type="checkbox"/> Custom Wheels	<input type="checkbox"/> business	<input type="checkbox"/> If business use is checked, Buyer is:
Other - Describe				<input type="checkbox"/> an individual	<input type="checkbox"/> a corporation <input type="checkbox"/> a partnership
				<input type="checkbox"/> Cellular Telephone	Odometer Miles

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including down payment of
9.70 %	\$ 4694.70	\$ 14302.50	\$ 19997.20	\$ 17761.44

Your Payment Schedule Will Be:

Number of Payments	Amount of Each Payment	When Payments Are Due:
Deferred down payment of \$ 6053.94	2694.85	10/15/04
Regular Payments of	N/A	Monthly beginning

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of \$10.00.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Think, read the reverse side for additional information about security interests, nonpayment, default, any required repayment and before the

ITEMIZATION OF THE AMOUNT FINANCED 17761.44

1. Cash Price (including any accessories, service, sales tax)	9899.94	3253.94	17761.44
2. Total Downpayment = Net Trade-in \$ + Cash Downpayment \$ (including deferred downpayment of \$ 6053.94 payable before the due date of the first scheduled payment)	1999	6053.94	8052.94
Your Trade-in is a _____ Year _____ Make _____ Model _____			\$ 11707.50 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)			\$ 9708.50 (3)
4. Amounts Paid to Creditor:			
A. Price of Optional Mechanical Breakdown Protection (MBP) or Vehicle Service Agreement Purchased from the Creditor -			1895.00
Covering Certain Mechanical Repairs			\$
B. Other Charges Paid to the Creditor (Creditor must describe purpose)			500.00
FOR			N/A
FOR			\$ 2395.00
Total Amounts Paid to Creditor Seller may retain, or receive a portion of these amounts			
5. Amounts Paid to Others on Your Behalf (Seller may retain, or receive a portion of these amounts):			
A. Price of Optional Mechanical Breakdown Protection Purchased from the MBP Company Named Below -			N/A
Covering Certain Mechanical Repairs			\$
B. Price of Required Physical Damage Insurance Purchased from the Insurance Company Named Below -			N/A
Covering Damage to the Vehicle			\$
C. Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below -			N/A
Life \$			\$ 97.50
Disability, Accident and Health \$			\$
D. Government License and/or Registration Fees			\$ N/A
E. Government Certificate of Title Fees			\$
F. Other Charges (Creditor must identify who will receive payment and describe purpose)			\$ 95.00
TO DCH BRUNSWICK TOYOTA	FOR		\$
TO	FOR		\$
Total Amounts Paid to Others on Your Behalf 2587.50			
14302.50 (5)			



5.	Amounts Paid to Others on Your Behalf (Seller may retain, or receive a portion of these amounts):			
A	Price of Optional Mechanical Breakdown Protection Purchased from the MBP Company Named Below - Covering Certain Mechanical Repairs		\$	N/A
B	Price of Required Physical Damage Insurance Purchased from the Insurance Company Named Below - Covering Damage to the Vehicle		\$	N/A
C	Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below - Life \$	N/A	\$	N/A
	Disability, Accident and Health \$		\$	97.50
D	Government License and/or Registration Fees		\$	N/A
E	Government Certificate of Title Fees		\$	
F	Other Charges (Creditor must identify who will receive payment and describe purpose)		\$	TIRE FEES 3/4
	TO _____ FOR _____		\$	95.00
	TO DCH BRUNSWICK TOYOTA FOR _____		\$	
	Total Amounts Paid to Others on Your Behalf		\$	2587.50
6	Amount Financed - Unpaid Balance (3 plus 4 plus 5)		\$	14302.50

Optional Mechanical Breakdown Protection ("MBP"): Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase MBP under this contract by signing below and agreeing to pay the purchase price which is shown in 4A or 5A of the Itemization above.

The term of this protection will be _____ months from the date of delivery of the vehicle or _____ miles, whichever occurs first. The benefits payable under this contract will not exceed \$ _____. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of your completed contract will be sent to you by the MBP company.

MBP Company: _____ Deductible: _____
 Buyer Signature: _____ Date: _____
 Seller Signature: _____ Date: _____

Required Physical Damage Insurance: Physical damage insurance is required, but you may obtain it from anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is shown in 5B of the Itemization above.

Insurance Company: _____ Term: _____ months
 \$ _____ Deductible Collision AND
 \$ _____ Deductible Other than Collision including
 Fire, Theft and Combined Additional Coverage

Optional Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the purchase price which is shown below and in 5C of the Itemization above.

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE DESCRIBED BELOW.

Type	Premium	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$ _____	N/A	You want the specified credit life coverage. Buyer Signature Date Co-Buyer Signature Date
	<input type="checkbox"/> Joint Coverage \$ _____	N/A	
Credit Disability	Single Coverage (Buyer Only) \$ _____	N/A	You want the specified credit disability coverage. Buyer Signature Date Co-Buyer Signature Date

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued to you by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ _____. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ _____. Insurance Company: _____

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.

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You signed this contract and received a completely filled-in copy on _____

Accepted _____ By _____
 Creditor DCH BRUNSWICK TOYOTA Signature and Title

This contract is assigned to TMCC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side.	This contract is assigned to TMCC without recourse or with limited recourse under the terms of the "Seller's Assignment" on the reverse side.
Seller _____ By (If Corp. or Partnership) _____ Title _____	Seller _____ By (If Corp. or Partnership) _____ Title _____

DCH Brunswick Toyota/SCION

1504 ROUTE 1, NORTH BRUNSWICK, NEW JERSEY 08902
 TEL: (732) 418-7888 FAX: (732) 418-9134
 www.dchbrunswicktoyota.com

SOMERSET, NJ

SERVICE ADVISOR **PETE PEREZ**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14SEP04	28SEP04	BT50248	2T1BR32E25C				28SEP04	400974
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:11	17:03	05	TOYOTA COROLLA		0.00	31AUG04	55	55
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
1047	1049							

A CUSTOMER STATES MALFUNCTION INDICATOR LIGHT IS ON.
 CAUSE: TECH VERIFIED CONCERN CONFIRMED INOP ECU REPLACED ECU ASSY RECHECK FOR NORMAL OPERATION
 895011 ENGINE CONTROL MODULE R&R
 13 WP 0.40 (N/C)
 1 89661-02C11 COMPUTER, ENGINE CON (N/C)
 Z Z TIME
 13 WP 1.50 (N/C)
 INFO DIAG TIME
 13 WP 1.50 (N/C)
 FC: T1-99, T2-99
 PART#: 89661-02C11
 COUNT: 1
 CLAIM TYPE: REG
 AUTH CODE:

B CUSTOMER STATES CAR STALLED 3X INFO INFO ONLY
 13 ITY 0.00 (N/C)

C ==CUSTOMER STATES THAT WHEN SHE PUTS THE CAR INTO GEAR IT JERKS

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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 above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X



ON BEHALF OF THE VEHICLE ACCIDENT NOTIFICATION

IF THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY OF THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) **CUSTOMER COPY** DENNIS GENERAL MANAGER OR AUTHORIZED PERSON DATE

DCH Brunswick Toyota/Scion
 1504 ROUTE 1, NORTH BRUNSWICK, NEW JERSEY 08902
 TEL: (732) 418-7888 FAX: (732) 418-9134
 www.dchbrunswicktoyota.com

SOMERSET, NJ

SERVICE ADVISOR **PETE PEREZ**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14SEP04	28SEP04	BT50248	2T1BR32E25C				28SEP04	400974
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:11	17:03	05	TOYOTA COROLLA		0.00	31AUG04	55	55
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
1047	1049							

TECH	TYPE	HOURS	LIST AMT	NET AMT	TOTAL
INFO	INFO ONLY				
	13 ITY	0.00			(N/C)
TECH # 13 RE-INSTALLED GLOVE BOX ASSY					
D** RENTAL CAR					
RC RENTAL CAR					
	13 CP4	0.00		0.00	0.00
MISC TRAC CAR RENTAL					
PO#55					
	WRNT				(N/C)
BACKORDER PARTS # YC4724TY					

** PRE-INVOICE **

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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 above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

YOUR COMPLETE SATISFACTION IS OUR GOAL AND IF WE HAVE NOT MET YOUR EXPECTATIONS, PLEASE CALL OUR SERVICE MANAGER, BOB HOSSLER AT (732) 867-5151.
******* NOW YOU CAN MAKE YOUR OWN SERVICE APPOINTMENT ON LINE AT OUR DEALER WEB SITE. CHECK IT OUT AT (WWW.DCHBRUNSWICKTOYOTA.COM) *******

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) **CUSTOMER COPY** DEALER GENERAL MANAGER OR AUTHORIZED PERSON DATE

SOMERSET, NJ

DCH Brunswick Toyota/SCION
 1504 ROUTE 1, NORTH BRUNSWICK, NEW JERSEY 08902
 TEL: (732) 418-7888 FAX: (732) 418-9134
 www.dchbrunswicktoyota.com

SERVICE ADVISOR **PETE PEREZ**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
30SEP04	05OCT04	BT50248	2T1BR32E25C				05OCT04	402616
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DEIVERY DATE	PREPARED BY	SIA
07:42	17:22	05	TOYOTA COROLLA		0.00	31AUG04	55	55
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
1077	1116							

A VEHICLE TOWED TO DEALERSHIP CAUSE: TECH VERIFIED CONCERN CONFIRMED BAD BATTERY & TERMINAL REPLACED BATTERY & TERMINAL RECHECK FOR NORMAL OPERATION Z DIAGNOSE NO START CONDITION 13 WP 4.00 (N/C) 1 00544-035T2-525 (N/C) TRUK-2 35 (N/C) 1 90982-05035 TERMINAL ASSY, BATTE (N/C) FC: T1-99, T2-99 PART#: 00544-035T2-252 COUNT: 2 CLAIM TYPE: REG AUTH CODE:	
SUBL TOW JAYS RECOVERY PO#55 WP (N/C)	
B INSPECT NO START DIAG INSPECT / DIAGNOIS. 13 ITY 0.00 (N/C)	
C RENTAL CAR RC RENTAL CAR	

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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 above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.
X

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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SOMERSET, NJ

SERVICE ADVISOR **PETE PEREZ**

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30SEP04	05OCT04	BT50248	2T1BR32E25C				05OCT04	402616
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	SIA
07:42	17:22	05	TOYOTA COROLLA		0.00	31AUG04	55	55
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
1077	1116							

REAR	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
13	CP4	0.00		0.00	0.00
MISC TRAC CAR RENTAL					
PO#55					
WRNT (N/C)					
D CUSTOMER STATES VEHICLE IS BACK IN FOR A REPEAT CONCERN.					
REPEAT CUSTOMER STATES VEHICLE IS BACK IN FOR A REPEAT CONCERN.					
13	CP4	0.00		0.00	0.00

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

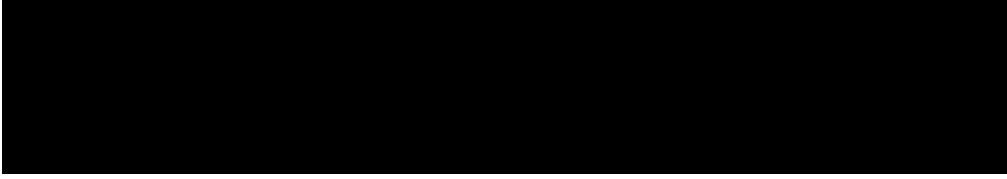
I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of 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 above vehicle to secure the amount of repairs thereto.

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(SIGNED) **CUSTOMER COPY** DEALER GENERAL MANAGER OR AUTHORIZED PERSON DATE



Printed by RBrown

Case Report - 200707051568**Customer/Caller Summary:**

Customer Name/Address:

Cherry Hill, NJ

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Referrals; Referrals; Other/Not applicable; Not Applicable
Case Type: General
Contact Method: Written
Cust Attitude: To Pursue Legal Acti
Coding Type: Inquiry/Request
Category: Referrals
Problem Area: Referrals
Component: Other/Not applicable
Condition: Not Applicable
VIN:
Dofu:
Current Miles: 0
Incident Miles: 0
Model Year: 2006
Model Name: Corolla
Region: New York
District: 0
Dealer 1: New York Region, 29018
Selling Dealer:

Case History:

Caller Seeks: Possible Final Repair Attempt, Repurchase or Replacement
CAC Stated: Region to follow up with Atty.

*** PHONE LOG 07/05/2007 04:30:17 PM KCravin
==LEMON LAW (NJ)== Rec.via Inter-Office delivery. Atty J.C. Herritt (KIMMEL & SILVERMAN) sent ltr advising of cust's legal representation pursuant to NJ Lemon Law, Mag-Moss Warranty, UCC & Unfair Trade Practices Act. Atty d/not state what resolution is been sought nor what issues cust has w/veh (veh repair history NOT supplied by Atty). . DO NOT CONTACT CUSTOMER. except to effectuate current repairs.

*** NOTES 07/05/2007 04:30:45 PM KCravin
Attorney Information:
KIMMEL & SILVERMAN
New Jersey Office
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
Jacqueline C. Herritt - Attorney
856-429-8334 Office
856-216-7344 Facsimile
www.lemonlaw.com

*** NOTES 07/06/2007 08:57:26 AM HDiver160
Case assigned to FTS T Morin, cc: CRS H Diver.

*** NOTES 07/06/2007 09:21:00 AM HDiver160
Acknowledgement letter sent to atty, J Herritt, via fax and US mail. Unable to request ROs, no VIN provided by atty.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	07/06/2007 09:21:00 AM	HDiver160	Log notes.
Notes	07/06/2007 08:57:26 AM	HDiver160	Log notes.

Chg Status 07/06/2007 08:57:06 AM HDiver160
Yanked 07/06/2007 08:57:05 AM HDiver160

Dispatch 07/05/2007 04:31:39 PM KCravin
Chg Status 07/05/2007 04:31:39 PM KCravin
Modify 07/05/2007 04:31:38 PM KCravin
Notes 07/05/2007 04:30:45 PM KCravin
Phone Log 07/05/2007 04:30:17 PM KCravin

Create 07/05/2007 04:26:40 PM KCravin

Action Region
Case grabbed from KCravin to HDiver160's default
WipBin.
Action Region to New York
Case sent to region: New York
into WIP default and Status of Action CAC.
Log notes.
Start = 07/05/2007 04:26:40 PM, End = 07/05/2007
04:30:17 PM, Contact = Venessa Kingston.
Contact = ██████████, Priority = Lemon Law,
Status = Action CAC.

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

RECEIVED/FILED
Superior Court of New Jersey

JUL 31 2007

CIVIL CASE MANAGEMENT
UNION COUNTY

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

[REDACTED]
Elizabeth, NJ [REDACTED]

v.

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

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY

CIVIL ACTION

NO.

UNNL-2665-07

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED] Elizabeth, NJ [REDACTED]

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 February 26, 2007, Plaintiff purchased a used 2006 Toyota Corolla, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1NXBR32E66Z [REDACTED]

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 \$19,152.00. 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 Plaintiff 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 Plaintiff.

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 Plaintiff.

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: vehicle revs high; vehicle jerks intermittently; vehicle stalls; noise in brakes; vehicle heats up when accelerating; vehicle shakes and shimmys when braking and vehicle is smoking when braking. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

12. Plaintiff avers 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).

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

14. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

17. 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.

18. 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.

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

20. 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.

21. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

23. 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.

24. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

27. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands 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 II
UNIFORM COMMERCIAL CODE

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. 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.

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

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

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

Executive Quarters

1930 E. Marlton Pike, Suite T11

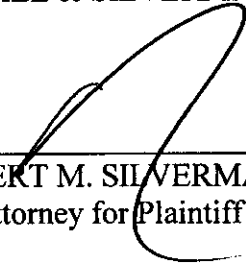
Cherry Hill, NJ 08003

(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

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.

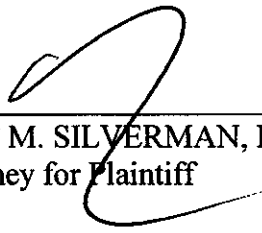
By: 

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is 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

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff



NEW & USED CAR SALES
 170 - 199 - 200 CENTRAL AVE.
 ORANGE, N. J. 07051 (973) 676-3000

SOLD TO

ADDRESS

ELIZABETH NJ

DATE	INVOICE NO.	STOCK NO.
02/26/07	D 23021	DX5129
SALESMAN NUMBER		
97073		
DESCRIPTION	SALE	
NEON		
STRATUS		
INTREPID		
AVENGER		
CARAVAN		
DAKOTA		
DURANGO		
RAM VAN		
RAM PICKUP		
RAM WAGON		
SERVICE CONTRACT		
LIEN PAY-OFF		
U. CAR RETAIL		13495.00
U. CAR WHLSE.		
SALES TAX		15408
LICENSE AND TITLE		944.85
DOC. & PREP.		240.00
		127.50
TOTAL CASH PRICE		14807.15
FINANCING		
INSURANCE		4354.85
TOTAL TIME PRICE		19162.00
DEPOSIT		
CASH ON DELIVERY / REBATE		
COD		1000.00
USED CAR ALLOWANCE		
PAYMENTS		
MONTHS	25	
	@	PER MONTH
TOTAL		19162.00
		13807.15

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2006	TOYOTA	COROLLA	USED	1NXBR32E66Z
SALESMAN			KEY NOS.	
ZALOMSKIY, ANDREY				

GROUP	DESCRIPTION	PRICE
OPTIONAL EQUIPMENT AND ACCESSORIES		
JP MORGAN CHASE BANK, NA PO BOX 29214 PHOENIX AZ 85038		

ALL-STATE LEGAL®
 PLANTIFF'S EXHIBIT
 A

IN SATISFACTORY CONDITION

USED CAR TRADED

MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.

Always Bring Your Car Here For Factory Authorized

car Services, Inc. 80032 (2/07)

3537036

294856



ROUTE 22 TOYOTA / ROUTE 22 SCION
SERVICE 1477 NORTH BROAD ST. HILLSIDE, NJ 07206 (973) 705-3500
SALES 109 RT. 22 HILLSIDE, NJ 07205 (973) 705-9400

INVOICE

PAGE 1

SERVICE ADVISOR: 9574 DANIEL VELI

ELIZABETH, NJ

HOME: [REDACTED] BUS: [REDACTED]

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes data for 06 TOYOTA COROLLA and 01JAN06 IS.

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A CUSTOMER STATES VEHICLE REVS HIGH JERKS AT TIMES
NPF UNABLE TO VALIDATE CUSTOMERS COMPLAINT AT THIS TIME
1566 VALDIVIA, BRYAN LIC#: 1566 ISHOP (N/C)

B CUSTOMER STATES VEHICLE STALLED CHECK AND ADVISE
NPF UNABLE TO VALIDATE CUSTOMERS COMPLAINT AT THIS TIME
1566 VALDIVIA, BRYAN LIC#: 1566 ISHOP (N/C)

THANK YOU FOR YOUR PATRONAGE!
FROM YOUR SERVICE TEAM AT RT 22 TOYOTA
WINNER OF TOYOTA'S EXCELLENCE AWARD, 1999, 2000, 2001, 2002, 2003, 2004, 2005
MY GOAL TO OUR CUSTOMERS IS 100% SATISFACTION
IF FOR ANY REASON YOU ARE NOT SATISFIED
PLEASE CALL ME AT 973-705-3500 --- JOE RIBEIRO

PAYMENT IN CASH ONLY

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY. LABOR AND PARTS FOR 90 DAYS OR 4000 MILES, WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE PERFORMED AT SELLER'S PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD STATED. WARRANTY DETAILS AVAILABLE.

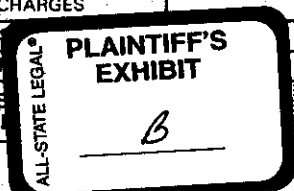
ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE.
SERVICE * PARTS * COLLISION REPAIRS

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS IN, SALES T, PLEASE THIS A.



NOTICE TO CONSUMER, PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #: 3537036

294856

ROUTE 22 TOYOTA
ROUTE 22 SCION

WORKORDER

SERVICE SALES
1477 NORTH BROAD ST. 109 RT. 22
HILLSIDE, NJ 07205 HILLSIDE, NJ 07205
(973) 705-3500 (973) 705-9400

PAGE 1

ELIZABETH, NJ

HOME BUS

SERVICE ADVISOR: 9574 VELI, DANIEL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	06	TOYOTA COROLLA	1NXBR32E66Z		27916/	T946	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN06 IS			19:00 09MAY07		-	CASH	
R.O. OPENED	READY	OPTIONS: DLR:29083 ENG:1ZZ-FE					
09MAY2007 17:25							

VEHICLE SERVICE HISTORY

CLSD DTE

RO# S/A MILEAGE OP CODE TECH. TYPE DESCRIPTION

LINE OP CODE TECH. TYPE DESCRIPTIONS/INSTRUCTIONS
A CP CUSTOMER STATES VEHICLE REVS HIGH JERKS AT TIMES

B CP CUSTOMER STATES VEHICLE STALLED CHECK AND ADVISE

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work as per an oral estimate provided or to be provided by the Dealership and waive the necessity of a written estimate of the cost of repairs and material for the vehicle. I agree that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft or any other cause or for any delays caused by unavailability of parts. I hereby grant the Dealership permission to operate the vehicle herein described for the purpose of testing and inspection. An express mechanic's lien is acknowledged on the vehicle to secure the amount of repairs thereto. I authorize Dealership to retain the vehicle pending receipt of an insurance estimate, if applicable. I agree to pay Dealership the diagnostic charge as set forth below (\$60 minimum diagnostic charge) regardless of whether I elect to retain Dealership for further repairs. I agree to pay any additional storage charge(s) at a rate of \$20.00 per day commencing after receipt of insurance estimate, if applicable (to be paid only in the event that I elect that the vehicle will not be repaired by Dealership.) I acknowledge that I have been informed and hereby waive my right to receive replaced parts from the vehicle. I acknowledge my right to inspect the repaired vehicle before paying for the repair work.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE

NO CARS RELEASED AFTER P.M. STORAGE CHARGE \$20.00 PER DAY, 24 HOURS AFTER WORK COMPLETION OR IF NO WORK IS DONE THEN FROM DATE OF RECEIPT.

SIGNATURE X

CUSTOMER COPY

SALE

36

295081



*INVOICE

Route 22 Toyota/Scion
1477 N. Broad Street, Hillside, New Jersey 07205

ROUTE 22 TOYOTA
109 ROUTE 22
HILLSIDE, NJ 072050000
9737059400
TID: 00007H06

PAGE 1

DATE: 05/12/07 TIME: 12:37
MID: 000004174568993

SERVICE ADVISOR

Service Hours:
Mon. - Fri. 7:00am to 6:30pm
Sat. 7:00am to 5:00pm
Sunday Closed

Telephone: 973-705-3500
Fax: 973-926-5500
E-mail: r22toyotaservice@bramcorp.com

MODEL	COROLLA		VIN	1NXBR32H		27969/27970	T2121
EXP	PROMISED	PG NO.	RATE	PAYMENT	INV DATE		
	19:00	12MAY07		CASH	12MAY07		

SEQ: 045 SALE/SWIPED
INVOICE: 32045
APPROVAL CODE: 073612

AMOUNT \$ 28.30
TOTAL \$ 28.30

THANK YOU
COME AGAIN

BOTTOM COPY-CUSTOMER

OPTIONS: DLR:29083 ENG:1ZZ-FE

HOURS	LIST	NET	TOTAL
-------	------	-----	-------

CHANGE, INCLUDES TOYOTA OIL FILTER, DRAIN PLUG
5 QTS OF OIL, 27 PT INSPECTION CHK TIRE PRESURE,
WASHER FLUID EXTRA \$2.50 A GALLON WASTE
PLUS STATE TAX..

OTA OIL CHANGE, INCLUDES TOYOTA
OIL FILTER, DRAIN PLUG WASHER, UP TO 5 QTS
OF OIL, 27 PT INSPECTION CHK TIRE PRESURE,
CHK ALL FLUIDS, WASHER FLUID EXTRA \$2.50 A
GALLON WASTE DISPOSAL EXTRA, PLUS STATE

Handwritten signature

DESCRIPTION	AMOUNT	NET	TOTAL
90015-YZZF2-DS FILTER S/A, OIL	8.21	5.95	5.95
90430-12028 GASKET	1.25	1.25	1.25
OIL MOTOR OIL	2.75	1.75	7.00
1W500 W/S WASH SOLV	2.50	1.25	1.25

B CUSTOMER STATES NOISE FROM BRAKES CHECK AND ADVISE
NPF UNABLE TO VALIDATE CUSTOMERS COMPLAINT AT
THIS TIME

HAZARDOUS WASTE REMOVAL	0.00	0.00	2.00
-------------------------	------	------	------

THANK YOU FOR YOUR PATRONAGE!
FROM YOUR SERVICE TEAM AT RT 22 TOYOTA
WINNER OF TOYOTA'S EXCELLENCE AWARD, 1999,
2000, 2001, 2002, 2003, 2004, 2005
MY GOAL TO OUR CUSTOMERS IS 100% SATISFACTION
IF FOR ANY REASON YOU ARE NOT SATISFIED
PLEASE CALL ME AT 973-705-3500 -- JOE RIBEIRO

PAYMENT IN CASH ONLY
THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY.
LABOR AND PARTS FOR 90 DAYS OR 4000 MILES,
WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE
PERFORMED AT SELLER'S PLACE OF BUSINESS. SELLER
HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD
STATED. WARRANTY DETAILS AVAILABLE.

ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT
UNLESS SPECIFIED OTHERWISE.
SERVICE * PARTS * COLLISION REPAIRS

STATEMENT OF DISCLAIMER
The factory warranty constitutes all
of the warranties with respect to
the sale of this item/items. The
Seller hereby expressly disclaims all
warranties either express or
implied, including any implied
warranty of merchantability or
fitness for a particular purpose.
Seller neither assumes nor
authorizes any other person to
assume for it any liability in
connection with the sale of this
item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	9.50
PARTS AMOUNT	15.45
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.00
TOTAL CHARGES	26.95
LESS INSURANCE	0.00
SALES TAX	1.35
PLEASE PAY THIS AMOUNT	28.30

NOTICE TO CONSUMER, PLEASE READ IMPORTANT INFORMATION ON BACK.

3537036

298564



ROUTE 22 TOYOTA / ROUTE 22 SCION
SERVICE SALES
1477 NORTH BROAD ST. 109 RT. 22
HILLSIDE, NJ 07205 HILLSIDE, NJ 07205
(973) 705-3500 (973) 705-9400

INVOICE

DUPLICATE 1
PAGE 1

ELIZABETH, NJ
HOME: BUS:

SERVICE ADVISOR: 4802 ANTHONY RADICE

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes details for 06 TOYOTA COROLLA 1NXBR32E66Z...

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A CUSTOMER REQUESTS PERFORM 25 POINT SAFETY INSPECTION / /
25 NEXT SERVICE DUE CALL TONY RADICE AT
973-705-3500

BILL MASON LIC#:
ISHOP (N/C)

B. CUSTOEMR THE VEHICLE HEATS UP WHEN ACCELERATING, THE VEHICLE BARELY
NOVES, NO GEAR CHANGE,
25 SEE LINE BELOW FOR REPAIRS

BILL MASON LIC#:
ISHOP (N/C)

C CUSTOMER STATES THE VEHICLE SHAKES AND SHIMMYS WHEN BRAKING
CAUSE: TECH REPLACED BOTH FRON CALIPERS DUE TO SIEZING ON BOTH SIDES
473011 REPLACED FRONT DISC DUE TO CALIPERS
SIEZING

BILL MASON LIC#:
WP93 (N/C)

- 1 47730-02140 CYLINDER ASSY, DISC (N/C)
1 04465-02070 PAD KIT, DISC BRAKE (N/C)
2 43512-02111 DISC, FR (N/C)
1 00289-2BC00-CA NON CHLOR BRAKE CLNR (N/C)
1 90080-94137 HOSE, FLEXIBLE (N/C)
1 90080-94136 HOSE, FLEXIBLE (N/C)
2 47389-50020 GASKET, FLEXIBLE HOS (N/C)

473011A TECH REPLACED OPPOSIE ROTORS DUE TO
CALIPER SIEZING

BILL MASON LIC#:
WP93 (N/C)

- 1 47750-02140 CYLINDER ASSY, DISC (N/C)
1 00475-1BF03 BRAKE FLUID (N/C)

473011B TECH REPLACED THE FRONT BRAKES PADS ON
AND CALIPERS ON BOTH SIDES

BILL MASON LIC#:

PAYMENT IN CASH ONLY
THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY.
LABOR AND PARTS FOR 90 DAYS OR 4000 MILES,
WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE
PERFORMED AT SELLER'S PLACE OF BUSINESS. SELLER
HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD
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SERVICE * PARTS * COLLISION REPAIRS

STATEMENT OF DISCLAIMER
The factory warranty constitutes all
of the warranties with respect to
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Seller hereby expressly disclaims all
warranties either express or
implied, including any implied
warranty of merchantability or
fitness for a particular purpose.
Seller neither assumes nor
authorizes any other person to
assume for it any liability in
connection with the sale of this
item/items.
CUSTOMER SIGNATURE

Table with columns: DESCRIPTION, TOTALS. Rows include LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.

NOTICE TO CONSUMER, PLEASE READ IMPORTANT INFORMATION ON BACK.

3537036

298564



ROUTE 22 TOYOTA / ROUTE 22 SCION
SERVICE SALES
1477 NORTH BROAD ST. 109 RT. 22
HILLSIDE, NJ 07205 HILLSIDE, NJ 07205
(973) 705-3500 (973) 705-9400

INVOICE

DUPLICATE 1
PAGE 2

SERVICE ADVISOR: 4802 ANTHONY RADICE

ELIZABETH NJ
HOME:
BUS:

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes data for 06 TOYOTA COROLLA, VIN 1NXBR32E66Z, and dates 01JAN06 IS, 17:39 25JUN07, 17:16 29JUN07.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes entries for 473011C TECH REPLCAED OPPOSITE SIDES and 464011 TECH REPLACED FLEXIBLE HOSE FOR LINES.

D CUSTOMER STATES THE VEHICLE IS SMOKING WHEN BRAKING
CAUSE: RETINAL FOR SIEZED CALIPER
RENTAL RENTAL FOR SIEZED CALIPER AND LINES
LEAKING
BILL MASON LIC#:
FC: 99,99 PART#: COUNT:
CLAIM TYPE: WP93
AUTH CODE:

SUBL PAYLESS RENTAL
WP93

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3537036

298564



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SERVICE SALES
1477 NORTH BROAD ST. 109 RT. 22
HILLSIDE, NJ 07205 HILLSIDE, NJ 07205
(973) 705-3500 (973) 705-9400

INVOICE

DUPLICATE 1
PAGE 3

ELIZABETH, NJ
HOME: [REDACTED]

BUS: [REDACTED]

SERVICE ADVISOR: 4802 ANTHONY RADICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	06	TOYOTA COROLLA	1NXBR32E66Z [REDACTED]		30033/30037	T2776	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN06 IS			19:00 25JUN07		-	CASH	29JUN07

R.O. OPENED	READY	OPTIONS:	DLR:29083 ENG:1ZZ-FE
17:39 25JUN07	17:16 29JUN07		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

THANK YOU FOR YOUR PATRONAGE!
 FROM YOUR SERVICE TEAM AT RT 22 TOYOTA
 WINNER OF TOYOTA'S EXCELLENCE AWARD, 1999,
 2000, 2001, 2002, 2003, 2004, 2005
 MY GOAL TO OUR CUSTOMERS IS 100% SATISFACTION
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 STATED. WARRANTY DETAILS AVAILABLE.

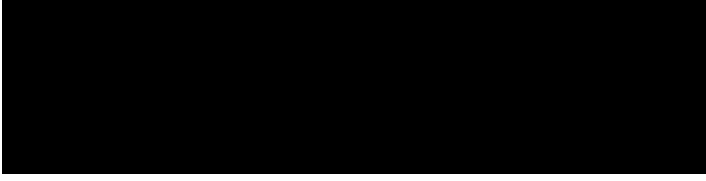
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 authorizes any other person to
 assume for it any liability in
 connection with the sale of this
 item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

NOTICE TO CONSUMER, PLEASE READ IMPORTANT INFORMATION ON BACK.



Case Report - 200709070277

Customer/Caller Summary:

Customer Name/Address:

Wayne, NJ

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Referrals; Referrals; Other/Not applicable; Not Applicable
 Case Type: General
 Contact Method: Written
 Cust Attitude: To Pursue Legal Acti
 Coding Type: Inquiry/Request
 Category: Referrals
 Problem Area: Referrals
 Component: Other/Not applicable
 Condition: Not Applicable
 VIN: 2T1BR32E96C
 Dofu: 04/07/2006
 Current Miles: 0
 Incident Miles: 0
 Model Year: 2006
 Model Name: Corolla
 Region: New York
 District: 09
 Dealer 1: Crestmont Toyota, 29081
 Selling Dealer: Crestmont Toyota, 29081

Case History:

Caller Seeks: Possible Final Repair Attempt, Repurchase or Replacement
 CAC Stated: Region to follow up with attorney

*** PHONE LOG 09/07/2007 08:33:03 AM BSanchez1

==LEMON LAW==

Prev Case#200708270517

Letter rcvd via Inter-Office mail. Atty Jacqueline C. Herritt (KIMMEL & SILVERMAN) sent ltr advising of cust's legal representation pursuant to VT Lemon Law, Mag-Moss, UCC & Unfair Trade Practices Act. Atty did not state what resolution is been sought nor what issues cust has w/veh. Atty instructs DO NOT CONTACT CUSTOMER. All correspondence should be directed to Atty's Office.

*** NOTES 09/07/2007 08:33:31 AM BSanchez1

Attorney Information
 Jacqueline C. Herritt
 Kimmel & Silverman
 30 E Butler Pike
 Ambler, PA 19002
 Phone: 215-540-8888
 Fax: 215-540-8817

*** NOTES 09/10/2007 02:18:00 PM DMitzka160

assigned case to FTS Joe Bingaman & cc DPSM Andrea Buin & cc CRS Hanna Diver

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Assign	09/10/2007 02:18:07 PM	DMitzka160	200709070277 to HDiver160, WIP cable
Notes	09/10/2007 02:18:00 PM	DMitzka160	Log notes.
Yanked	09/10/2007 02:17:38 PM	DMitzka160	Case grabbed from BSanchez1 to DMitzka160's default WipBin.
Chg Status	09/10/2007 02:17:38 PM	DMitzka160	Action Region
Dispatch	09/07/2007 08:33:40 AM	BSanchez1	Action Region to New York
Chg Status	09/07/2007 08:33:40 AM	BSanchez1	Case sent to region: New York
Notes	09/07/2007 08:33:31 AM	BSanchez1	Log notes.
Modify	09/07/2007 08:33:03 AM	BSanchez1	into WIP default and Status of Action CAC.

Phone Log 09/07/2007 08:33:03 AM BSanchez1

Create 09/07/2007 08:20:33 AM BSanchez1

Start = 09/07/2007 08:20:33 AM, End = 09/07/2007
08:33:03 AM, Contact = Qinghui Lin.
Contact = Qinghui Lin, Priority = Lemon Law, Status
= Action CAC.

Case Report - 200708270517**Customer/Caller Summary:**

Customer Name/Address:

Wayne, NJ

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Arbitration Request; Abnormal Condition; Engine- Powertrain; Stalls
Case Type: General
Contact Method: Phone
Cust Attitude: Concerned
Coding Type: Complaint
Category: Arbitration Request
Problem Area: Abnormal Condition
Component: Engine- Powertrain
Condition: Stalls
VIN: 2T1BR32E96C
Dofu: 04/07/2006
Current Miles: 25000
Incident Miles: 25000
Model Year: 2006
Model Name: Corolla
Region: New York
District: 0
Dealer 1: New York Region, 29018
Selling Dealer: Crestmont Toyota, 29081

Case History:

Caller Seeks: Seeks to pursue arb for reoccurring cncrns w/engine
CAC Stated: Ncr apol, adv would send ARB ppwk, allow 10-14 bus days. Ncr adv ARB process takes 40 days. Ncr adv case#.

*** PHONE LOG 08/27/2007 09:09:42 AM AGutierrez
ARB

Caller states: veh gets 19MPG. Sts Universe Toy adv veh performing as should. Sts veh stalls & Universe Toy had veh for lmonth 06/07. Sts rep adv veh was rpr'd, sts cncrn continued. Sts took veh to Crestmont Toy 08/07 & veh was rpr'd. Sts lwk after cncrn cont & engine light went on. Sts took veh back to Crestmont Toy & was adv rep was going to get region involvement. Sts feels veh is a lemon. Sts does not know what part was rpr'd. Sks ARB ppwk.

*** RETURN 08/27/2007 09:11:57 AM SAboolian
ARB case needs ARB coding.

*** NOTES 08/28/2007 09:37:41 AM ABranche
OUTGOING CALL TO DLR- Crestmont Toyota
Svc mgr, Roger, provided the following rpr info sts veh currently at dlr.
RO: 391340, dtd - 8/27/07 @ 25459 mi
Cond: Engine would not accelerate & stalls when turning.
Remedy: dlr was able to duplicate, found broken ground wire (EFI harness part# 82121-02c70). Ordered wiring harness, sts FTS Tom will come out to inspect after rpr is performed.

*** NOTES 08/28/2007 09:38:15 AM ABranche
RO: 389751, dtd - 8/9/07 @ 25089 mi
Cond: When stopping engine shakes & stalls
Remedy: dlr was able to duplicate, found code for stuck throttle body (P3111); found loose connection at accelerator switch. Dlr cleaned throttle body, readjusted wiring.

*** NOTES 08/28/2007 09:48:23 AM ABranche
OUTGOING CALL TO DLR2- Toyota Universe
NCR clld SM to obtain veh info. SM not avail. NCR left v/m: provided brief reason for call, name of cust, veh MY, case #, requested a c/b @ contact #310-468-9577 (ABranche) & hours of avail (7-3:30 PST).

*** NOTES 08/28/2007 09:56:42 AM ABranche

+OUTGOING CUST CALL+

Ncr spk w/cust adv dlr sts found cnrcn & is working w/FTS to rpr veh. Ncr inquired if cust wants to continue to work w/Toy at this time opposed to pursuing arb. Cust sts has already filed claim for lemon law, sts will continue to pursue arb. NCR apol & adv Arb parameters; adv info located in owner's warr rights notification book; adv will send ppwk & it should arrive within 10-14 b/d; Cust understood.

*** NOTES 08/28/2007 01:52:41 PM DMitzka160

region closed-assigned case tp FTS Tom Morin & cc DPSM Andrea Buin & cc CRC Alice DeCristo

*** CASE CLOSE 08/28/2007 01:52:46 PM DMitzka160

region closed-assigned case tp FTS Tom Morin & cc DPSM Andrea Buin & cc CRC Alice DeCristo

*** NOTES 08/29/2007 05:14:27 AM DMitzka160

On Aug 28 the FTS contacted the cust regarding check engine light concerns. The FTS informed the cust that he has been involved with the diagnosis and the final repair of his vehicle and will do a inspected on his vehicle on Aug 29. The cust thanked the FTS and informed him that if the vehicle is repaired he will not pursue lemon law. The FTS thanked the cust for his patience and assured him that the vehicle will be repaired when he picks it up.

*** NOTES 08/29/2007 11:25:33 AM ECastaneda

Mailed arb ppwk 08/29/07.

*** NOTES 09/14/2007 07:35:59 AM HDiver160

Acknowledgement letter sent to atty today via fax and US mail.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	09/14/2007 07:35:59 AM	HDiver160	Log notes.
Notes	08/29/2007 11:25:33 AM	ECastaneda	Log notes.
Notes	08/29/2007 05:14:27 AM	DMitzka160	Log notes.
Case Close	08/28/2007 01:52:46 PM	DMitzka160	Status = Closed, Resolution Code = Full, State = Open.
Notes	08/28/2007 01:52:41 PM	DMitzka160	Log notes.
Yanked	08/28/2007 01:52:07 PM	DMitzka160	Case grabbed from ABranche to DMitzka160's default WipBin.
Chg Status	08/28/2007 01:52:07 PM	DMitzka160	Action Region
Dispatch	08/28/2007 10:00:59 AM	ABranche	Action Region.
Chg Status	08/28/2007 10:00:59 AM	ABranche	Case sent to region: New York
Modify	08/28/2007 10:00:58 AM	ABranche	into WIP default and Status of Action CAC.
Notes	08/28/2007 09:56:42 AM	ABranche	Log notes.
Notes	08/28/2007 09:48:23 AM	ABranche	Log notes.
Notes	08/28/2007 09:38:15 AM	ABranche	Log notes.
Notes	08/28/2007 09:37:41 AM	ABranche	Log notes.
Modify	08/28/2007 09:37:41 AM	ABranche	into WIP default and Status of Action CAC.
Set Originato	08/28/2007 09:19:09 AM	ABranche	Set Originator: by ABranche
Chg Status	08/28/2007 09:18:59 AM	ABranche	Case yanked
Yanked	08/28/2007 09:18:58 AM	ABranche	Case grabbed from AGutierrez to ABranche's default WipBin.
Dispatch	08/27/2007 09:23:54 AM	AGutierrez	from WIP default to Queue Toyota Resolution Queue.
Modify	08/27/2007 09:23:47 AM	AGutierrez	into WIP default and Status of Action CAC.
Rule Action	08/27/2007 09:12:03 AM	rulemgr	Action Notify owner of rejected case of rule Toyota Rejected Cases fired
Return	08/27/2007 09:11:57 AM	SAboolian	from Queue Toyota Resolution Queue to WIP default.
Dispatch	08/27/2007 09:09:48 AM	AGutierrez	from WIP default to Queue Toyota Resolution Queue.
Modify	08/27/2007 09:09:42 AM	AGutierrez	into WIP default and Status of Action CAC.
Phone Log	08/27/2007 09:09:42 AM	AGutierrez	Start = 08/27/2007 08:59:25 AM, End = 08/27/2007 09:09:42 AM, Contact = Qinghui Lin.
Create	08/27/2007 08:59:25 AM	AGutierrez	Contact = Qinghui Lin, Priority = Customer, Status = Action CAC.

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

RECEIVED & FILED
SUPERIOR COURT OF NEW JERSEY
SEP 27 2007
PASSAIC COUNTY

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

[REDACTED]

Wayne, NJ [REDACTED]

v.

TOYOTA MOTOR SALES, U.S.A., INC.
Attention: Legal Department
19001 South Western Avenue

Torrance, CA 90501

SUPERIOR COURT OF NEW JERSEY
PASSAIC COUNTY

CIVIL ACTION

NO. L-4050-07

SEP 27 2007

SEP 26 2007

SEP 26 2007

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED], Wayne, NJ [REDACTED].

2. Defendant, Toyota Motor Sales, U.S.A., 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 Attention: Legal Department, 19001 South Western Avenue, Torrance, CA 90501, and can be served at this address.

BACKGROUND

3. On or about April 06, 2006, Plaintiff purchased a new 2006 Toyota Corolla, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2T1BR32E96C [REDACTED].

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 \$17,647.04. 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 Plaintiff 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 Plaintiff.

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 Plaintiff.

10. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: engine light on; vehicle shutters; engine shakes and stalls; engine malfunction warning light on; abnormal shuttering in vehicle when brakes applied; warped brake drums; engine does not accelerate and oil filter leak. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

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

14. Crestmont Toyota, as 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.

15. On or about April 06, 2006, Plaintiff 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.

16. 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). Plaintiff believes and therefore avers 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.

17. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

18. 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 or 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.

19. 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 requested, 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.

20. Plaintiff has 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.

21. 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.

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

24. Plaintiff has 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.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks 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 demands 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

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

28. Plaintiff avers that the Federal Trade Commission (F.T.C.) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

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

30. Plaintiff is a "Consumer" 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. Plaintiff has 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, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is 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. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands 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

44. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

45. 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.

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

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

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

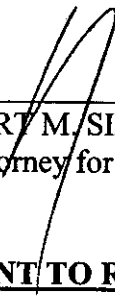
KIMMEL & SILVERMAN, P.C.

By: _____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: 
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

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: 
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is 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

KIMMEL & SILVERMAN, P.C.

By: 
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

Crestmont Volkswagen

73 Route 23 Pompton Plains, NJ 07444
 TEL (973) 839-4000 FAX (973) 839-8147



New Pre-Owned

DATE & TIME OF PICKUP

SALESPERSON
 Steve K...

CUSTOMER [REDACTED] DATE 4/16/06
 ADDRESS [REDACTED] Email [REDACTED]
 RES. PHONE [REDACTED] BUS. PHONE [REDACTED] CELL PHONE [REDACTED]

ALT 800#

PLEASE ENTER MY ORDER FOR ONE 2001 Toyota Corolla AUTO MANUAL
 DOORS 4 COLOR Blue EXTERIOR / INTERIOR
 SERIAL NO. 0T1BR386060

MILEAGE 15

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:

Cash Purchase Finance Purchase Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON SEPARATE LEASE CONTRACT.

*IF A LEASE OR CREDIT SALE: SALE SUBJECT TO PRIMARY LENDERS APPROVAL.

SELLING PRICE

As Equipped Per Window Sticker

Dealer Installed Options

None

Lease Term: Months Miles Per Year

Monthly Payment

Total Due For Lease

Total Paid By

TOTAL PRICE OF VEHICLE 16,234.00

Optional Anti-Theft Protection \$ 179.00

1 Year Auto Care \$ 125.00

Less Trade-In

TOTAL TAXABLE AMOUNT 16,234.00

NJ Sales Tax 974.04

Motor Vehicle Tire Fee 7.50

Registration / Temp / Title Fee (Estimated)

*See Paragraph #15 On Reverse side 242.00

Documentary Fee

Document Delivery Service \$ 94.75
 Clerical Expense \$ 94.75 \$ 189.50

NET PAY-OFF ON TRADE-IN

TOTAL 17,647.04

Deposit (Minimum Required 10%) 5000

Factory Rebate 500

Amount Financed 12,147.04

INS. CO. First American POLICY # 1529771

AGENCY Keybank Agency ADDRESS

PHONE 800 470 2777 FAX

IF A NEW VEHICLE SALE OR LEASE

The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX

This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR
 The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

Date 4/16/06 Customer's Signature [Signature]

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

Date 4/16/06 Customer's Signature [Signature]

TRADE-IN DESCRIPTION AND ALLOWANCE (LOST TITLE FEE \$100.00)

TRADE APPRAISED AS EQUIPPED

YEAR 2001 TRADE-IN VALUE 12,147.04

MAKE Toyota LESS BALANCE OWED 0.00

MODEL Corolla NET TRADE-IN ALLOWANCE 12,147.04

V.I.N. 0T1BR386060

BALANCE OWED TO: NO TRADE-IN

ADDRESS: [REDACTED]

ACCOUNT NO. [REDACTED]

Customer verifies that the above stated mileage on the trade-in vehicle is accurate.

CUSTOMER CERTIFIES THE ACCURACY OF THE SEPARATE FEE SCHEDULE. THE CUSTOMER CERTIFIES THAT THE BLOCK IS NOT COPIED. THE VEHICLE IS NOT BEING USED FOR BUSINESS PURPOSES.

ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
A



TOYOTA

TOYOTA UNIVERSE



TOYOTA

1485 ROUTE 46 EAST
LITTLE FALLS, NJ 07424
(973) 785-4710

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: W88333

WAYNE
WORK:

WAYNE
WORK:

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0729 ADV: 060 ANDERSON, INVOICE: PRELIM WAR W CA
TAX RULES: YY1NN INVOICED: 08/10/2007 11:23:35
ODOMETER IN: 24656 OUT: 24657 DIST: JT2
DATES BEGIN: 08/04/07 DONE: 08/10/07

VIN 2T1BR32E96C LICENSE NUMBER: NJ 1
06 TOYOTA COROLLA 4DR SDN

CONCERN 51 CUSTOMER STATES CHECK ENGINE LIGHT IS ON. SOP HERE
CAUSE CAR STUTTERING ECM NEED REPLACEMENT
CORRECTION REPLACED ECM

OPERATION	TECH	HOURS	AMOUNT
ECM	033	.0	

PART NUMBER	QTY	NOTE	DESCRIPTION	SELL
TOY 89661-02K20	1		COMPUTER, ENGINE CON	

FACTORY TECH: 033 - HOLDEN, RANDALL
CLAIM TYPE: W
FP 8966102K20

T2 CODE : 99 T1 CODE : 99

PAYMENT DISTRIBUTION FOR INVOICE W88333

IF YOU HAVE ANY QUESTIONS - PLEASE SEE CHRISTOPHER J. ANDERSON

PAGE 1
LAST PAGE

ON LINE SERVICE INVOICING BY

Thank You

ALL-STATE LEGAL®
PLAINTIFF'S
EXHIBIT
B

FORM PRINTED ON PREMIUM CARBONLESS, RECYCLED PAPER

0107000000

TO REORDER FORMS OR SUPPLIES CALL 1-800-999-6666

6966628

389751



INVOICE

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(973) 839-2500 · Fax (973) 839-0185
Parts Direct Line: (973) 839-6444
www.crestmont.com

PAGE 1

WAYNE, NJ

HOME:

BUS

CELL:

SERVICE ADVISOR: 156 AL FIGARELLI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
040/WHITE	06	TOYOTA COROLLA	2T1BR32E96C		25005/25089	T4581	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	DATE	PAYMENT	INV. DATE
06APR06	IS		16:00 24AUG07		100.00	CASH	22AUG07
H.O. OPENED		READY		OPTIONS: STK:TY6644 DLR:29081/408245			
14:48 09AUG07		18:29 22AUG07		ENG:1ZZ8433337			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUST STATES WHEN STOPPING ENGINE SHAKES AND STALLS ON OWN CUST STATES							
GETTING 19MPG							
CAUSE: THROTTLE BODY STICKING REPLACE							
820991 OTHERS-WIRE HARNESS							
							(N/C)
50 WT3							(N/C)
1 22271-0D051 GASKET, THROTTLE BOD							
FC: 210061							
PART#: 22030-0D031							
COUNT: 2							
CLAIM TYPE: RG							
AUTH CODE: T1,04-T2,83							

LUBE FILL FUEL TANK							(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:							0.00

CHECKED FUEL OK R&R MAS AIR FLOW SENSOR OK R&R T BODY OK USED SCAN TOOL
 THE CHECKED SYSTEMS NO ABNORMAL READINGS FOUND AFTER ALOT OF ROAD
 TESTED WE GOT A CODE CODE P3111 THROTTLE ACTUATOR STRUCK OPEN R&R
 THROTTLE BODY & CLEANED & CHECKED FOR DIRT PASSED ALL TESTS REINSTALLED
 T BODY CHECKED WIRES TO THE ECM FROM ACCELERATOR POS SWITCH TO ECM &
 FROM ECM TO THROTTLE BODY OK CALL TECH LINE CASE #TA072260239 FINDLY
 FOUND A LOSE WIER CONNECTION AT THE ACCELERATOR POS SWITCH PLUG #25
 WIRE #VCP2 WIRE #4 REPAIRED WIE CONNECTION ROAD TESTED VEHICLE 84 MILES
 ALL NORMAL

B** TECH STATES:ENGINE MALFUNCTION WARNING LIGHT IS ON							
CAUSE: CODE STORED P2238,AIR/FUEL SENSOR FAILING							
895131 REPLACE AIR/FUEL SENSOR							
							(N/C)
50 WT3							(N/C)
1 89467-02020 SENSOR, AIR FUEL RAT							
FC: 895131							
PART#: 89467-02020							
COUNT: 1							

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	NOTICE OF DISCLAIMER		DESCRIPTION		TOTALS	
	I acknowledge that all repairs performed were authorized prior to the repairs being performed. Dealer guarantees the labor performed in this repair has been competently performed and that any defect that occurs will be corrected without charge by this repair shop for a period of 90 days or 4000 miles from the date of repair, whichever occurs first, except fuel contamination and wheel alignments. This part(s) is sold "as is". The only warranties applying to this part(s) are those, which may be offered by the manufacturer(s). The selling dealer 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 this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability" negligence or otherwise.		LABOR AMOUNT			
			PARTS AMOUNT			
			GAS, OIL, LUBE			
			SUBLET AMOUNT			
			MISC. CHARGES			
			TOTAL CHARGES			
			LESS INSURANCE			
			SALES TAX			
	CUSTOMER SIGNATURE		PLEASE PAY THIS AMOUNT			

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER COPY

6966628

389751



INVOICE

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(973) 839-2500 · Fax (973) 839-0185
Parts Direct Line: (973) 839-6444
www.crestmont.com

PAGE 2

WAYNE, NJ
HOME: [REDACTED]
CELL: [REDACTED]

BUS: [REDACTED]

SERVICE ADVISOR: 156 AL FIGARELLI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
040/WHITE	06	TOYOTA COROLLA	2T1BR32E96C [REDACTED]	[REDACTED]	25005/25089	T4581	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
06APR06 IS			16:00 24AUG07		100.00	CASH	22AUG07
R.O. OPENED	READY	OPTIONS: STK:TY6644 DLR:29081/408245 ENG:1ZZ843337					
14:48 09AUG07	18:29 22AUG07						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
CLAIM TYPE: RG							
AUTH CODE: T1-8A, T2-T2-71							

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

TEST AND LOCATE FAILED PART CODE P2238 REPLACE AIR/FUEL SENSOR BANK 1 SENSOR 1

C TECH STATES: THEIR IS AN ABNORMAL SHUTTERING IN VEHICLE WHEN BRAKES ARE APPLIED

CAUSE: EXCESSIVE RUN-OUT OF FRONT BRAKE ROTORS

473025 F.DSC 1-SD (ON-VEH) GND (N/C)

50 WT3 (N/C)

1 04465-02070 PAD KIT, DISC BRAKE (N/C)

473025A COMB. OPPOSITE SIDE (N/C)

50 WT3 (N/C)

FC: 473025A PART#: COUNT:

CLAIM TYPE: RG

AUTH CODE: T1-9B, T2-13

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

.006 TO .008 OUT OF SPEC MACHINED 2 FRONT BRAKE ROTORS REPL FRONT BRAKE PADS MACHINED 2 REAR BRAKE ROTORS

D** TECH STATES: REAR BRAKE DRUMS HAVE EXCESSIVE RUN-OUT

CAUSE: WARPED REAR BRAKE DRUMS

472155 REAR BRAKE DRUM (ONE SIDE) R&R (N/C)

50 WT3 (N/C)

472155A OPPOSITE SIDE (N/C)

50 WT3 (N/C)

FC: 472155A PART#: COUNT:

CLAIM TYPE: RG

AUTH CODE: T1-9B, T2-13

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	NOTICE OF DISCLAIMER	
	I acknowledge that all repairs performed were authorized prior to the repairs being performed. Dealer guarantees the labor performed in this repair has been competently performed and that any defect that occurs will be corrected without charge by this repair shop for a period of 90 days or 4000 miles from the date of repair, whichever occurs first, except fuel contamination and wheel alignments. This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer 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 this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability" negligence or otherwise.	
	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT

CUSTOMER COPY

6966628

389751



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WAYNE, NJ
HOME
CELL

BUS: [REDACTED]

PAGE 3

SERVICE ADVISOR: 156 AL FIGARELLI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
040/WHITE	06	TOYOTA COROLLA	2T1BR32E96C		25005/25089	T4581	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
06APR06 IS			16:00 24AUG07		100.00	CASH	22AUG07
R.O. OPENED	READY	OPTIONS: STK:TY6644 DLR:29081/408245					
14:48 09AUG07	18:29 22AUG07	ENG:1ZZ8433337					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL			
PARTS:				0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00

MACHINED REAR BRAKE DRUMS

E SUPER SERVICE WASH

SSW SUPER SERVICE WASH

199 IPST

(N/C)

SUBL SUPER WASH

PO#43928

IPST

(N/C)

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
--------	------	--------	------	--------	------	---------------	------

COMPLETED

F** '07 COROLLA VPG32M

CAUSE: VEHICLE DOWN FOR EXTENSIVE DIAGNOSIS AND REPAIR

TY9026 '07 COROLLA VPG32M

199 WRT

(N/C)

FC: RENTAL PART#: COUNT:

CLAIM TYPE: GW

AUTH CODE:

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00
--------	------	--------	------	--------	------	---------------	------

PLEASE CALL CUSTOMER SERVICE AT 800-888-8888

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INFORMATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPAIRED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY INCIDENT, DAMAGE OR FAILURE RECORDS SUPPORTING THIS CLAIM. I AM AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

NOTICE OF DISCLAIMER

I acknowledge that all repairs performed were authorized prior to the repairs being performed. Dealer guarantees the labor performed in this repair has been competently performed and that any defect that occurs will be corrected without charge by this repair shop for a period of 90 days or 4000 miles from the date of repair, whichever occurs first, except fuel contamination and wheel alignments. This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacture(s). The selling dealer 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 this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability negligence or otherwise.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, OWNER, MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

HAVE AGREEMENT SUMMIT

6966628

391340



INVOICE

730 Route 23 · Pompton Plains, New Jersey 07444
(973) 839-2500 · Fax (973) 839-0185
Parts Direct Line: (973) 839-6444
www.crestmont.com

PAGE 1

WAYNE, NJ

BUS

SERVICE ADVISOR: 156 AL FIGARELLI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
440/WHITE	06	TOYOTA COROLLA	2T1BR32E96C		25459/25488	T2674	
DEL DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
06 APR 06 IS			16:00 30AUG07		100.00	CASH	30AUG07
NO OPENED	READY	OPTIONS: STK:TY6644 DLR:29081/408245					
06 15 27AUG07	13:56 30AUG07	ENG:1ZZ8433337					

OPCODE	TECH	HOURS	LIST	NET	TOTAL		
TECH STATES:WHEN FIRST STARTING AND DRIVING VEHICLE AFTER 5 MINUTES ENGINE WOULD NOT ACCELERATE AND WANTED TO STALL UPON TURNING,REPORT-IF VEHICLE WAS RESTARTED ACTED NORMAL DIAGN: OPEN CIRCUIT IN ENGINE WIRE HARNESS B20991 TRACE AND LOCATE FAILED PART,REPLACE ENGINE WIRE HARNESS 50 WT3 (N/C) 1 82121-02C70 WIRE, ENGINE (N/C) PC: 820991 PART#: 82121-02C70 COUNT: 1 CLAIM TYPE: RG AUTH CODE: T1-04,T2-71							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

CHECKED CODES P0121/2103/2111 AFTER HOURS OF CHECKING WIRES & CONNECTIONS & GROUNDS I FOUND A BR WIRE FROM CONNECTOR T6 TO CONNECT OR BROKEN (GROUND WIRE) FOR THROTTLE BODY REPL ENGINE WIRE HARNESS
 CANCEL ALL CODES MILES OUT 25,488

**** '07 COROLLA VMR78G**
DIAGN: VEHICLE DOWN FOR EXTENSIVE DIAGNOSIS AND REPAIR-INSPECTED BY TOYOTA FTS
TY8778 '07 COROLLA VMR78G
 199 WRT (N/C)
 PC: TY8778 PART#: COUNT:
 CLAIM TYPE: GW
 AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C TECH STATES:NON FACTORY OIL FILTER LEAKS**

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION BY THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

NOTICE OF DISCLAIMER
 I acknowledge that all repairs performed were authorized prior to the repairs being performed. Dealer guarantees the labor performed in this repair has been competently performed and that any defect that occurs will be corrected without charge by this repair shop for a period of 90 days or 4000 miles from the date of repair, whichever occurs first, except fuel contamination and wheel alignments. This part(s) is sold "as is". The only warranties applying to this part(s) are those, which may be offered by the manufacturer(s). The selling dealer 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 this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability" negligence or otherwise.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

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PAGE 2

BUS:

SERVICE ADVISOR: 156 AL FIGARELLI

Table with columns: MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, PROD. DATE, WARR. EXP, PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes vehicle info: TOYOTA COROLLA, VIN 2T1BR32E96C, License 25459/25488, Tag T2674.

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE C. Includes description: 1995 OIL & FILTER CHANGE WITH COMPLIMENTARY INSPECTION. Labor: 0.00, Other: 0.00, Total: 0.00.

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE D. Includes description: SUPER SERVICE WASH. Labor: 0.00, Other: 0.00, Total: 0.00.

BY ACCEPTING THIS SERVICE ORDER, I HEREBY CERTIFY... I ACKNOWLEDGE THAT ALL REPAIRS PERFORMED WERE AUTHORIZED PRIOR TO THE REPAIRS BEING PERFORMED...

NOTICE OF DISCLAIMER
I acknowledge that all repairs performed were authorized prior to the repairs being performed. Dealer guarantees the labor performed in this repair has been competently performed...

Table with columns: DESCRIPTION, TOTALS. Includes rows: LABOR AMOUNT (0.00), PARTS AMOUNT (0.00), GAS, OIL, LUBE (0.00), SUBLET AMOUNT (0.00), MISC. CHARGES (0.00), TOTAL CHARGES (0.00), LESS INSURANCE (0.00), SALES TAX (0.00), PLEASE PAY THIS AMOUNT (0.00).

CUSTOMER COPY



Case Report - 200511010611**Customer/Caller Summary:**

Customer Name/Address:

Brandon, FL

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Arbitration Request; Abnormal Condition; Pump- Fuel; Inoperative
Case Type: General
Contact Method: Email
Cust Attitude: Concerned
Coding Type: Complaint
Category: Arbitration Request
Problem Area: Abnormal Condition
Component: Pump- Fuel
Condition: Inoperative
VIN: 1NXBR32E15Z [REDACTED]
Dofu: 01/31/2005
Current Miles: 0
Incident Miles: 0
Model Year: 2005
Model Name: Corolla
Region: SET
District: 02
Dealer 1: Courtesy Toyota, 09200
Selling Dealer: Precision Toyota, 09004

Case History:

Customer Seeks: to replace current veh
CAC Stated: ncr apol & adv arb parameters. adv cust would receive arb paperwork within 10 business days. adv case#.

*** PHONE LOG 11/01/2005 10:30:33 AM QHolmes

RNW#051026-000088

ncr paraphrase: cust sts veh to dlr for multiple rpr's (fuel pump, dashboard and seals around the front windows). sts no longer seeks to keep veh.

*** SUBCASE 200511010611-1 CREATED 11/01/2005 10:32:10 AM QHolmes

cust sts "Customer Information

First Name [REDACTED]

Last Name : [REDACTED]

Account Number: NO ACCOUNT

Contact Information

Email Address : [REDACTED]

Preferred Method of Contact: Email

Message:

We have had what we view as too many issues with our car which we purchased new the last week of January 2005. Our car is a 2005 Corolla. 45 days after we purchased the car it left me stranded in the rain on my way to work (fuel pump). It took about 2 wks to fix. Then the radio went and had to be replaced. Then the dashboard separated around the instrument panel and that had to be fixed. Now the seals around the front windows are buckling. It was interesting, when I called the service manager to make the appointment to have this fixed he said "That does happen in rare cases and it depends on the age of the car as well". Are you kidding me? The car is only 8 months old. I have been extremely inconvenienced by this vehicle. To you it may not seem that bad but everytime I have to take the car in (minor or major problem) it is an inconvenience. The whole point of purchasing a new car is so it doesn't have to go to the shop often except for oil changes and regular maintenance. I am not going to keep this car! We are previous Toyota owners and believed in your product until now. I would like to give Toyota an opportunity to make this right for us. The car has been well taken care of. It has less than average mileage and obviously all its

maintenance is up to date. We will trade in this car with no loss to us and purchase/lease another Toyota vehicle. We need Toyota to stand behind its product and we, on our part will be understanding that sometimes one bad product may slip through but Toyota still believes in their product as a whole. Our maintenance dealership is Courtesy Toyota on Adamo Dr in Tampa. They can be reached at (813)622-8372. The service manager is Brett Schaffer. We want to be loyal to Toyota but we need you to be loyal to your customers. You may contact [REDACTED] at [REDACTED] or [REDACTED]

Thank you for your attention to this matter."

=====
ncr verbatim:

<as-html>

Thank you for contacting Toyota Motor Sales, U.S.A., Inc.<p>

We apologize for the concerns you have experienced with your Corolla.<p>

In order for Toyota to buy back or replace your vehicle, you will need to pursue arbitration.<p>

We have sent an arbitration packet to you. Once received, please fill out the Customer Claim form and submit to the National Center for Dispute Resolution (NCDS). Once NCDS receives your claim form, they will render a decision within forty days.<p>

If NCDS decides that Toyota needs to buy back or replace your vehicle, Toyota will do so. If NCDS finds that Toyota does not need to buy back or replace your vehicle, you are not bound by this decision and can pursue your request outside of Toyota.<p>

Additional information regarding arbitration, as well as a Customer Claim Form can be found in your Warranty Rights Notification booklet that came with your vehicle.<p>

Again, we apologize for the concerns you have experienced.<p>

Your email has been documented at our National Headquarters under file #incident.c\$clarifycasenumber. If we can be of further assistance, please contact our Customer Experience Center directly, by calling 800-331-4331. Our normal hours are from 6:00am to 6:00pm Pacific time, Monday through Friday. Any representative will be able to assist you.<p>

National Customer Relations
</as-html>

*** SUBCASE 200511010611-1 CLOSED 11/01/2005 10:32:12 AM QHolmes

*** NOTES 11/02/2005 08:25:38 AM JWatson
Customer was sent ARB paperwork on 11/02/05.

*** NOTES 11/03/2005 12:43:21 PM CELias500
REG closing case, as cust has stated he is not keeping the car and has been sent arb paperwork.

*** CASE CLOSE 11/03/2005 12:44:19 PM CELias500
REG Closing case, as cust stated he is NOT KEEPING HIS CAR and requested arb paperwork.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	11/03/2005 12:43:21 PM	CELias500	Log notes.
Case Close	11/03/2005 12:44:19 PM	CELias500	Status = Closed, Resolution Code = Full, State = Open.
Notes	11/02/2005 08:25:38 AM	JWatson	Log notes.
Accept	11/02/2005 08:48:58 AM	CELias500	from Queue SET to WIP District 2.
Create	11/01/2005 10:24:46 AM	QHolmes	Contact = [REDACTED] Priority = Customer, Status = Action CAC.
Modify	11/01/2005 10:30:33 AM	QHolmes	into WIP default and Status of Action CAC.
Phone Log	11/01/2005 10:30:33 AM	QHolmes	Start = 11/01/2005 10:24:46 AM, End = 11/01/2005 10:30:33 AM, Contact = [REDACTED]
Admin Subcase	11/01/2005 10:32:10 AM	QHolmes	Number = 200511010611-1, Created in WIP default with due date 11/01/2005 12:30:40 PM..
Subcase Close	11/01/2005 10:32:12 AM	QHolmes	Number = 200511010611-1, Status = Action CAC, Resolution Code = Full..
Modify	11/01/2005 10:32:35 AM	QHolmes	into WIP default and Status of Action CAC.

Dispatch 11/01/2005 10:32:36 AM QHolmes
Chg Status 11/01/2005 10:32:36 AM QHolmes

Action Region to SET
Case sent to region: SET

THE COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
CIVIL DIVISION

[REDACTED]

CASE NO.:

Plaintiff,

v

COMPLAINT
AND JURY DEMAND

TOYOTA MOTOR SALES U.S.A., INC. And
UNIVERSITY MOTORCARS, LLC d/B/a
PRECISION TOYOTA
Defendants.

INTRODUCTION

The Plaintiff, [REDACTED] (Hereinafter "PLAINTIFF"), through CONSUMER LEGAL SERVICES, P.C., and the undersigned counsel, sues defendant TOYOTA MOTOR SALES U.S.A. INC. (Hereinafter MANUFACTURER) UNIVERSITY MOTORCARS, LLC (hereinafter DEALER), for violations of EXPRESS WARRANTY Fla. Stat. 362 .101 et al, IMPLIED WARRANTY Fla. Stat. 362.101 et al, REVOCATION OF ACCEPTANCE Fla. Stat. 672.608 et al, MAGNUSON MOSS WARRANTY ACT 15 U.S.C. 2301 et al.(hereinafter "ACT"). Arising from defects associated with the 2005 TOYOTA COROLLA VIN 1NXBR32E15Z [REDACTED] (hereinafter "VEHICLE") warranted by the MANUFACTURER purchased from the DEALER an agent of the MANUFACTURER.

JURISDICTION

1. PLAINTIFF is a resident of the city of BRANDON, HILLSBOROUGH County,

Florida.

2. MANUFACTURER is a Foreign Corporation authorized to do business in the State of Florida and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in HILLSBOROUGH, County Florida.

3. DEALER is a FLORIDA Corporation authorized to do business in the State of Florida and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in HILLSBOROUGH County Florida.

4. The property that is the subject of this litigation is located in city of BRANDON, HILLSBOROUGH County, Florida.

5. The amount in controversy does not exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of interest and costs.

FACTS COMMON TO ALL COUNTS

6. On or about JANUARY 30, 2005 , PLAINTIFF purchased the VEHICLE from the MANUFACTURE'S seller/ agent PRECISION TOYOTA . (See EX. A).

7. Along with the sale of the VEHICLE, PLAINTIFF received written warranties and other express and implied warranties from the MANUFACTURER and DEALER.(See EX. B).

8. PLAINTIFF has taken the VEHICLE to the MANUFACTURER'S seller/ agent on at least FIVE (5) separate occasions. (See EX C).

9. By way of example, and not by way of limitation, the defects with PLAINTIFF'S VEHICLE include the following:

<u>Date</u>	<u>Invoice#</u>	<u>Complaint</u>
3/18/2005	W74555	VEHICLE STALLED AND COULD NOT BE RESTARTED
6/23/2005	W89539	RADIO INOPERABLE
9/23/2005	W04882	WINDOW RUNS DEFORMED
10/20/2005	W07961	CLICKING NOISE WHEN ACCELERATING AND DECELERATING

10. The EXPRESS and IMPLIED warranties given as part of the PURCHASE have failed their essential purpose due to the MANUFACTURER failure to remedy the defects of the VEHICLE.

A. Any attempt to disclaim implied warranties is invalid because the DEALER sold to and was a party to a service contract pursuant to 15 U.S.C. 2308 (a) See Ex.: B

11. This cause of action arises out of MANUFACTURER'S misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

FACTS ALLEGING AGENCY RELATIONSHIP BY ESTOPPEL
BETWEEN MANUFACTURER AND DEALER

12. Upon information and belief the MANUFACTURER has contracted with and has authorized, consented to or knowingly acquiesced to DEALER'S exercise of authority by allowing it or requiring it to:

- (a) Call itself "**authorized dealer**,"
- (b) Display MANUFACTURER'S logo and other MANUFACTURER'S materials in its showrooms,
- (c) To receive technical bulletins detailing potential car problems from MANUFACTURER ;
- (d) Train its technicians with MANUFACTURER;
- (e) Use only MANUFACTURER trained technicians to repair and maintain cars under MANUFACTURER'S warranties;
- (f) Create an impression that DEALER sells cars for MANUFACTURER; and
- (g) Holding itself out as the seller of cars and provider of car repair services for the MANUFACTURER.

13. PLAINTIFF reasonably concluded that DEALER was an agent of MANUFACTURER, in that PLAINTIFF thought that the transaction took place between PLAINTIFF and MANUFACTURER.

14. PLAINTIFF'S reliance was justified, and PLAINTIFF suffered harm as a result of the actions or inactions of DEALER as an agent of MANUFACTURER.

FACTS ALLEGING ACTUAL OR IMPLIED AGENCY RELATIONSHIP
BETWEEN MANUFACTURER AND DEALER

15. Upon information and belief, MANUFACTURER exercises control over DEALER with respect to:

- (a) Reporting of sales;
- (b) Computer network connection with MANUFACTURER;
- (c) Training of DEALER'S sales and technical personnel;
- (d) Use of the MANUFACTURER supplied computer software;
- (e) Participation in MANUFACTURER'S training programs;
- (g) Reporting to MANUFACTURER with respect to the car delivery, including reporting PLAINTIFF'S name, address, preferred title, and business phone numbers, e-mail address, car's VIN number, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, car's odometer reading, extended service contract sale designation, if any, MANUFACTURER'S contact language preference, and names of delivering dealership employees; and
- (h) displaying MANUFACTURER'S logos upon signs, literature, products, and brochures within the dealership.

16. Upon information and belief DEALER binds MANUFACTURER with respect to:

- (a) Warranty repairs on the cars DEALER sells; and
- (b) issuing service contracts administered by MANUFACTURER.

17. There is no issue of privity as between PLAINTIFF and MANUFACTURER.

18. Upon information and belief MANUFACTURER further exercises control over DEALER with respect to:

- (a) Financial incentives given to DEALER'S employees;
- (b) Prizes given to DEALER;'S employees;
- (c) Number of bathrooms DEALER must make available to the public;
- (d) Location of DEALER;

(e) Size and number of DEALER'S logos bearing
MANUFACTURER'S name;

(f) Testing and certification of the sales and service personnel in
MANUFACTURER'S policies and procedures; and

(g) Customer satisfaction surveys, pursuant to which MANUFACTURER
allocates the number of cars to DEALER, thus directly controlling DEALER profits.

19. Upon information and belief DEALER is not an independent merchant who buys cars from MANUFACTURER and resells them to third parties; rather, DEALER sells cars on MANUFACTURER'S behalf, pursuant to a "floor plan," and MANUFACTURER does not receive payment for its cars until DEALER sells them.

20. Upon information and belief DEALER bears MANUFACTURER'S brand name, uses its logo in advertising and on its warranty repair orders, posts its sign for the public to see.

21. Upon information and belief MANUFACTURER required DEALER to follow the rules and policies of MANUFACTURER in conducting all aspects of its business, including the delivery of the MANUFACTURER'S warranties described above, and the servicing of defective cars, such as PLAINTIFF'S car.

22. Upon information and belief MANUFACTURER required DEALER to post MANUFACTURER'S name, logo, and signs at DEALER, including its service department, and to identify itself to the public as an authorized dealer and servicing outlet for MANUFACTURER'S cars.

23. Upon information and belief MANUFACTURER required DEALER to use service and repair forms that contained MANUFACTURER'S name and logo.

24. MANUFACTURER required DEALER to perform MANUFACTURER'S warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by MANUFACTURER.

25. Upon information and belief MANUFACTURER required DEALER to use parts and tools either provided by MANUFACTURER, or approved by MANUFACTURER, and to inform MANUFACTURER when DEALER discovered that unauthorized parts had been installed on one of MANUFACTURER'S vehicle.

26. Upon information and belief MANUFACTURER audited DEALER'S service department and directly contacted the customers of DEALER to determine their level of satisfaction with the repair services provided by DEALER.

27. Upon information and belief MANUFACTURER required DEALER to provide it with monthly statements and records pertaining, in part, to d1's servicing of MANUFACTURER'S cars.

28. Upon information and belief MANUFACTURER reserved the right at all times to enter upon DEALER'S business premises and to audit the records and operations of DEALER'S service department.

29. Upon information and belief MANUFACTURER provided DEALER with, or required it to obtain, computer programs that would display the repair and title history of MANUFACTURER'S cars.

30. Upon information and belief MANUFACTURER provided technical service bulletins and messages to DEALER detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.

31. Upon information and belief MANUFACTURER provided DEALER with specially trained service and repair consultants with whom DEALER was required by MANUFACTURER to consult when DEALER was unable to correct a defect on its own.

32. Upon information and belief MANUFACTURER required its customers to go to DEALER or other authorized dealers to obtain servicing under its warranties.

33. Upon information and belief MANUFACTURER required DEALER to consult with MANUFACTURER before voiding a consumer warranty or making a decision to decline a warranty repair.

34. Upon information and belief MANUFACTURER required, in its owner manual, furnished to PLAINTIFF by DEALER, that any questions first be referred to DEALER, not MANUFACTURER, and that if warranty service is required, the car should be taken to DEALER or other authorized MANUFACTURER dealer.

COUNT I

VIOLATION OF MAGNASON MOSS

WARRANTY ACT EXPRESS WARRANTY

MANUFACTURER ONLY

35. PLAINTIFF incorporates herein all Common Allegations as though herein fully restated and realleged.

36. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

37. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

38. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

39. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

40. The express warranty given by the MANUFACTURER pertaining to the VEHICLE is a "written warranty" as defined in the Warranty Act, 15 U.S.C. 2301(6).

41. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the MANUFACTURER under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

- A. For the difference value of VEHICLE as promised and as actually delivered;
- B. For consequential, incidental and actual damages;
- C. For costs, interest and actual attorneys' fees; and
- D. Such other relief this Court deems appropriate.

COUNT II

VIOLATION OF EXPRESS WARRANTY

FLA. STAT. 672.101 et al

MANUFACTURER ONLY

42. PLAINTIFF incorporates herein all Common Allegations as though herein fully restated and realleged.

43. PLAINTIFF is a "Buyer" under the Florida Uniform Commercial Code, Fla. Stat. 672.103.

44. MANUFACTURER is a "Seller" under the Florida Uniform Commercial Code, Fla. Stat. 672.103.

45. The VEHICLE constitutes "goods" under the Florida Uniform Commercial Code, Fla. Stat. 672.105.

46. This is a "transaction", to which Fla. Stat. 672.102 is applicable.

47. PLAINTIFF'S purchase of the VEHICLE was accompanied by an express warranty,

written and otherwise offered by the MANUFACTURER. Whereby said warranty was part of the basis of the bargain of the contract, upon which PLAINTIFF relied, between PLAINTIFF and MANUFACTURER for its sale of the vehicle.

48. In this express warranty, the MANUFACTURER warranted that if any defects were discovered within certain periods of time, the MANUFACTURER would provide repair of the VEHICLE free of charge to PLAINTIFF under specific terms as stated in the express warranty.

49. The PLAINTIFF discovered the VEHICLE had defects and problems after PLAINTIFF purchased the vehicle as discussed above.

50. PLAINTIFF notified MANUFACTURER of the aforementioned defects.

51. PLAINTIFF has provided the MANUFACTURER with sufficient opportunities to repair or replace the VEHICLE.

52. PLAINTIFF has reasonably met all obligations and pre-conditions as provided in the express warranty.

53. The MANUFACTURER has failed to adequately repair the VEHICLE and/or have not repaired the VEHICLE in a timely fashion, and the VEHICLE remains in a defective condition.

54. Even though the express warranty provided to PLAINTIFF limited PLAINTIFF'S remedy to repair and/or adjust defective parts, the VEHICLE's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to Fla. Stat. 672.719(2); and/or the above remedy is not the exclusive remedy under Fla. Stat. 672.719(1)(b).

55. The VEHICLE continues to contain defects, which substantially impair the value of the automobile to the PLAINTIFF.

56. These defects, could not reasonably have been discovered by the PLAINTIFF prior to PLAINTIFF's acceptance of the VEHICLE.

57. The MANUFACTURER induced PLAINTIFF'S acceptance of the VEHICLE by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

58. As a result of its many defects, the PLAINTIFF has lost faith and confidence in the VEHICLE and the PLAINTIFF cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

59. The MANUFACTURER has refused PLAINTIFF'S demands and have refused to provide PLAINTIFF with the remedies to which PLAINTIFF is entitled pursuant to Fla. Stat.

672.313, 672.714 and 672.715.

WHEREFORE, PLAINTIFF prays for judgment against the MANUFACTURER:

- A. For difference in value of the VEHICLE as promised and as actually delivered
- B. For incidental, consequential and actual damages;
- C. For costs, interest and actual attorneys' fees;
- D. For such other relief this Court deems appropriate.

COUNT III

VIOLATION OF MAGNASON MOSS

WARRANTY ACT IMPLIED WARRANTY

MANUFACTURER AND DEALER

60. PLAINTIFF incorporates herein all Common Allegations and Paragraphs 11-33 as though herein fully restated and realleged.

61. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

62. The MANUFACTURER and DEALER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

63. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

64. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

65. The MANUFACTURER and DEALER supplied the PLAINTIFF with an implied warranty as defined in 15 U.S.C. 2301(7).

66. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the implied warranty, constitute a breach of the written warranty by the MANUFACTURER and DEALER because the vehicle is not fit for its ordinary purpose under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER and DEALER:

- A. For the difference value of the VEHICLE as promised and as actually delivered
- B. For consequential, incidental and actual damages;
- C. For costs, interest and actual attorneys' fees; and
- D. Such other relief this Court deems appropriate.

COUNT IV
VIOLATION OF IMPLIED WARRANTY
FLA. STAT. 672.101 et al
MANUFACTURER AND DEALER

67. PLAINTIFF incorporates herein all Common Allegations and Paragraphs 11-33 as though herein fully restated and realleged.

68. The MANUFACTURER and DEALER is a "merchant" with respect to automobiles under the Florida Uniform Commercial Code, Fla. Stat. 672.104.

69. The VEHICLE was subject to implied warranties of merchantability under Fla. Stat. 672.314, running from the MANUFACTURER and DEALER to the benefit of PLAINTIFF.

70. The VEHICLE was not fit for the ordinary purpose for which such goods are used.

71. The defects and problems hereinbefore described rendered the VEHICLE unmerchantable.

72. The MANUFACTURER and DEALER failed to adequately remedy the defects in the VEHICLE; and the VEHICLE continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, PLAINTIFF prays for judgment against the MANUFACTURER and DEALER:

- A. For the difference value of the VEHICLE as promised and as actually delivered
- B. For consequential, incidental and actual damages;
- C. For costs, interest and actual attorneys' fees; and
- D. Such other relief this Court deems appropriate.

COUNT V
REVOCATION OF ACCEPTANCE
FLA. STAT. 672.101 et al
DEALER ONLY

73. PLAINTIFF incorporates herein all Common Allegations and Paragraphs 11-33 as though herein fully restated and realleged.

74. PLAINTIFF accepted the VEHICLE without discovering the above defects because PLAINTIFF was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

75. In the alternative, PLAINTIFF reasonably assumed, and MANUFACTURER and DEALER represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

76. After numerous attempts by the MANUFACTURER and DEALER to cure, it has become apparent the nonconformities could not be seasonably cured.

77. The nonconformities substantially impaired the value of the VEHICLE to the PLAINTIFF.

78. PLAINTIFF had previously notified the MANUFACTURER and DEALER of the nonconformities and PLAINTIFF'S intent to revoke acceptance pursuant to Fla. Stat. 672.108 and demanded the refund of the purchase price for the VEHICLE and out-of-pocket expenses. (See EX. D).

79. The MANUFACTURER and DEALER has nevertheless refused to accept return of the VEHICLE and has refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by PLAINTIFF.

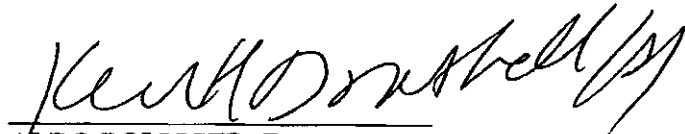
WHEREFORE, PLAINTIFF prays for judgment against the MANUFACTURER and DEALER:

- A. For revocation of the sales contract and refund of purchase price;
- B. For consequential, incidental and actual damages;
- C. For costs, interest and actual attorneys' fees; and
- D. Such other relief this Court deems appropriate.

DEMAND FOR JURY TRIAL

PLAINTIFF demands trial by jury on all issues triable as such.

Respectfully submitted.
CONSUMER LEGAL SERVICES, P.C.



ALDO BOLLIGER, ESQ
Fl. Bar No.: 486973
RICHARD A. DENNO, ESQ.
Fl. Bar No.: 883336
KURT D. MITCHELL J.D.
Fl. Bar No.: 12860
CONSUMER LEGAL SERVICES, P.C.
1915 N. Dale Mabry Highway Suite 303
Tampa, Florida 33607
P: 813-870-2525

Dealer Numl. 00007

Contract Number

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)
 BRANDON FL CO: HILLSBOROUGH
 Buyer's Month of Birth: SEPTEMBER/APRIL

Creditor - Seller (Name and Address)
 PRECISION TOYOTA
 10909 N. FLORIDA AVE
 TAMPA FL 33612

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of 6.40 per year. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
N	2005	TOYOTA COROLLA	2544	1NXBR32E15Z	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 6.40 %	The dollar amount the credit will cost you. \$ 3302.69	The amount of credit provided to you or on your behalf. \$ 17177.77	The amount you will have paid after you have made all payments as scheduled. \$ 20480.46	The total cost of your purchase on credit, including your down payment of \$ 1000.00 \$ 21480.46

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
66	310.31	Monthly beginning 03/18/2005

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 991.61 sales tax)	\$ 16678.61 (1)
2 Total Downpayment =	
Trade-In (Year) (Make) (Model)	
Trade-In (VIN)	
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made By Seller	\$ N/A
Equals Net Trade In	\$ N/A
+ Cash	\$ 1000.00
+ Other	\$ N/A
(If total downpayment is negative, enter "0" and see 4) below	\$ 1000.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 15678.61 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies:	
Life	\$ N/A
Disability	\$ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company	\$ N/A
C Other Insurance Paid to Insurance Company or Companies	\$ N/A
D Official Fees Paid to Government Agencies	\$ N/A
E Government Documentary Stamp Taxes	\$ 60.20
F Government Taxes Not Included in Cash Price	\$ 58.46

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below: Optional Credit Insurance

Credit Life Buyer Co-Buyer Both

Term N/A

Credit Disability (Buyer Only)

Term N/A

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process.

unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:

1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

X Buyer Date

X Co-Buyer Date

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgment if the proposed credit life insurance policy does not contain this restriction.)

X Buyer Date

X Co-Buyer Date

H Government Certificate of Title Fees \$ N/A
 I Other Charges (Seller must identify who is paid and describe purpose)
 to N/A for Prior Credit or Lease Balance \$ N/A
 to N/A for GAP PROT \$ 255.00
 to STATE OF FLOR BATTERY/TIRE/MVWTF \$ 8.50
 to FIDELITY for SERVICE CONTRACT \$ 991.00
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1499.16 (4)
 5 Loan Processing Fee Paid to Seller (Prepaid Finance Charge) \$ N/A (5)
 6 Amount Financed (3 plus ~~4000~~) \$ 17177.77 (6)
 Payment Schedule: 66 installments of \$ 310.31 each, monthly beginning 03/16/2005
 or as follows _____

You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application of policy.
 Buyer _____ Date _____
 Co-Buyer _____ Date _____
Other Insurance
 N/A Type of Insurance N/A Term
 Premium \$ N/A
 Insurance Company Name _____
N/A
 Home Office Address N/A
N/A
 I want the insurance checked above.
 Buyer Signature _____ Date _____
 Co-Buyer Signature _____ Date _____

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.
 *You authorize us to purchase Vendor's or Lender's Single Interest Insurance.
 Buyer: _____ Co-Buyer: _____ Date: _____

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
 Returned Check Charge: If any check or order of payment you give us is dishonored, you will pay a charge if we make demand that you do so. The charge will be \$25 if the check amount is \$50 or less; \$30 if the check is over \$50 but not more than \$300; \$40 if the check amount is over \$300, or such amount as permitted by law.

OPTION: You pay no finance charge if the amount financed, item 6, is paid in full on or before N/A, Year _____, Year _____, Year _____. SELLERS INITIALS _____

NO COOLING OFF PERIOD
 State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains _____ and we must sign it. No oral changes are binding. Buyer Sign _____ Co-Buyer Signs _____
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
 See back for other important agreements.
NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.
 Buyer Sign _____ Date 01/30/05 Co-Buyer Signs _____ Date 01/30/05
 Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here
 Seller signs PRECISION TOYOTA Date 01/30/05 Address _____ By Title _____

Seller assigns its interest in this contract to TAMPA BAY FEDERAL CREDIT UNION (Assignee) under the terms of Seller's agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse
 Seller _____ By _____ Title _____

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

a. **How we will figure Finance Charge.** We will treat any Prepaid Finance Charge as fully earned on the date of this contract. We will figure the rest of the finance charge on a daily basis at the Base Rate on the unpaid part of your Principal Balance. Your Principal Balance is the sum of the Amount Financed and the Prepaid Finance Charge, if any.

b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of your Principal Balance and to other amounts you owe under this contract in any order we choose.

c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **You may prepay.** You may prepay all or part of your Principal Balance at any time. If the contract is paid in full within six months after the date you sign it, we may impose an acquisition charge, not exceeding \$75, for services performed on your behalf for processing this contract. If you prepay, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

e. **You may ask for a payment extension.** You may ask us for a deferral of the scheduled due date of all or any part of a payment (extension). If we agree to your request, we may charge you a \$15 extension fee. You must maintain the physical damage insurance required by this contract (see below) during any extension. If you do not have this insurance, we may buy it and charge you for it as this contract says. You may extend the term of any optional insurance you bought with this contract to cover the extension if the insurance company or your insurance contract permits it, and you pay the charge for extending this insurance.

If you get a payment extension, you will pay additional finance charges at the Base Rate on the amount extended during the extension. You will also pay any additional insurance charges resulting from the extension, and the \$15 extension fee if we charge you this fee.

2. YOUR OTHER PROMISES TO US

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage

If you pay late, we may also take the steps described below.

b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:

- You do not pay any payment on time;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of your Principal Balance plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. This includes any attorneys' fees we incur as a result of any bankruptcy proceeding brought by or against you under federal law.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses.

If the money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of

you give us a security interest in:

- The vehicle and all parts and accessories put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge at the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund on insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

I. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

particular purpose

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Optional Service Contracts.

You are not required to buy a service contract to obtain credit. Your choice of service contract providers for any service contracts you buy will not affect our decision to sell or extend credit to you.

7. Rejection or Revocation.

If you are permitted under Florida's Uniform Commercial Code to reject or revoke acceptance of the vehicle and you claim a security interest in the vehicle because of this, you must either: (a) post a bond in the amount of the disputed balance; or (b) deposit all installment payments as they become due into the registry of a court of competent jurisdiction.

8. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.



TENDER LOVING CARE

MECHANICAL FAILURE SERVICE CONTRACT
NEW VEHICLE COVERAGE

VEHICLE INFORMATION

CONTRACT NUMBER	30587243	SERIAL NUMBER	1NXBR32E1572
YEAR	2005	MAKE	TOYOTA
		MODEL	COROLLA
		CURRENT ODOMETER READING	541

DEALER INFORMATION

SELLING DEALER	PRECISION TOYOTA	DEALER #	09004
DEALER ADDRESS	10909 N. FLORIDA AVE	TAMPA	FL
LIENHOLDER	TAMPA BAY FEDERAL CREDIT UNION	ADDRESS	P.O. BOX 7492 TAMPA FL 33673
DEALER SIGNATURE			

SERVICE CONTRACT INFORMATION*

TERM / MILEAGE SELECTED	COVERAGE SELECTED
5 YEARS / 60,000 MILES <input type="checkbox"/>	SILVER (PUS) <input type="checkbox"/> GOLD PLUS (PGP) <input type="checkbox"/>
6 YEARS / 80,000 MILES <input checked="" type="checkbox"/>	GOLD (PUG) <input type="checkbox"/> PLATINUM (PPL) <input type="checkbox"/>
7 YEARS / 100,000 MILES <input type="checkbox"/>	
	DEDUCTIBLE SELECTED
	\$0 (ZRD) <input checked="" type="checkbox"/> \$500 (ZRF) <input type="checkbox"/> \$1000 (ZRI) <input type="checkbox"/>
	** WAIVED IF REPAIRS ARE MADE AT SELLING DEALER
	OPTIONAL ROAD HAZARD TIRE COVERAGE <input checked="" type="checkbox"/> (HTC)
SERVICE CONTRACT PRICE	SERVICE CONTRACT PURCHASE DATE
991.00	10/2005

*THIS SERVICE CONTRACT MAY PROVIDE CERTAIN COVERAGES WHICH ALREADY MAY BE INCLUDED IN ANY APPLICABLE MANUFACTURER'S WARRANTY.

SERVICE CONTRACT HOLDER INFORMATION

FIRST NAME				LAST NAME			
ADDRESS	1215 GRASSY MEADOW PL	CITY	BRANDON	STATE	FL	ZIP	33511-1888
(AREA CODE) TELEPHONE NUMBER	(813)662-1772						
SIGNATURE				NOTICE TO SERVICE CONTRACT HOLDER: YOU are required to obtain authorization prior to beginning any repairs covered by this Service Contract except as noted in #4 of "HOW TO MAKE A CLAIM".			

SERVICE COMPANY AND ADMINISTRATOR

FIDELITY WARRANTY SERVICES, INC.

P.O. BOX 8567 ▼ DEERFIELD BEACH, FLORIDA 33443 ▼ 1-800-277-5172 ▼ FLORIDA LICENSE NO. 60026

OPTIONAL CAR CARE MAINTENANCE PLAN INFORMATION

SEE OWNER'S MANUAL FOR COMPLETE LISTING OF FULL FACTORY RECOMMENDED SERVICES

I hereby acknowledge the purchase of Optional Car Care Maintenance Plan.

Signature _____

CAR CARE PURCHASE DATE	CAR CARE PURCHASE PRICE	SERVICE INTERVALS - SERVICE DUE EVERY:			
	N/A	5,000 MILES		7,500 MILES	
		MPN - PREMIUM	MP+ - PREMIUM PLUS	MVN - VALUE	MV+ - VALUE PLUS

CAR CARE PURCHASE DATE	CAR CARE PURCHASE PRICE	SERVICE INTERVALS - SERVICE DUE EVERY:							
		5,000 MILES		7,500 MILES					
TERM AND MILEAGE (YEARS / MILES) CHECK ONE		MPN - PREMIUM	MP+ - PREMIUM PLUS	MVN - VALUE	MV+ - VALUE PLUS				
		3/45,000	<input type="checkbox"/>	3/45,000	<input type="checkbox"/>	3/37,500	<input type="checkbox"/>	3/37,500	<input type="checkbox"/>
		4/60,000	<input type="checkbox"/>	4/60,000	<input type="checkbox"/>	4/52,500	<input type="checkbox"/>	4/52,500	<input type="checkbox"/>
		5/75,000	<input type="checkbox"/>	5/75,000	<input type="checkbox"/>	5/60,000	<input type="checkbox"/>	5/60,000	<input type="checkbox"/>

VALUE PLUS and PREMIUM PLUS Plans are not available for the MR2 Spyder.

Optional Car Care Maintenance Plan can only be purchased in conjunction with the Service Contract and it is not regulated by the Office of Insurance Regulation.

OPTIONAL CAR CARE MAINTENANCE PLAN COVERAGE: If YOU selected the Optional Car Care Maintenance Plan, coverage will be provided according to the term / mileage, service interval, and service level selected by YOU as noted above. All services are fully detailed in YOUR coupon booklet which will be mailed to YOU. Coverage is obtained by presenting the appropriate coupon for each service to a participating dealer. YOUR vehicle may need other services for YOUR driving conditions; refer to YOUR Manufacturer's Owner's Manual for recommended services and intervals. If YOUR booklet is not received within forty-five (45) days, call FWS Customer Service at 1-800-443-9841. To cancel Optional Car Care Maintenance Plan, see Cancellation paragraph on page 5. No refund will be made without surrendering all unused coupons.

PARTIES TO THIS SERVICE CONTRACT: The following BOLD print appearing throughout this Service Contract has the following meanings: "YOU" and "YOUR" mean the customer named as Service Contract Holder on the front of this Service Contract. "WE", "US" and "OUR" refer to Fidelity Warranty Services, Inc ("FWS").

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the "Purchase Date" shown on the front of this Service Contract and expires according to the Term or Mileage of the plan selected; whichever occurs first. Plan expiration is measured in Term/Mileage from (a) the "Purchase Date" and 0 miles if the "Current Odometer Reading" is 5,999 or less, or; (b) January 1 of YOUR vehicle's model year and 0 miles if the "Current Odometer Reading" is 6,000 miles or greater.

SERVICE CONTRACT COVERAGE: In the event of Mechanical Breakdown of a Covered Part, WE agree to make repairs or reimburse YOU for the cost of parts and labor, to repair or replace a Covered Part less applicable deductible, subject to the terms, conditions, and limitations herein. Mechanical Breakdown means: (1) The failure of a Covered Part due to faulty workmanship or materials supplied by the original vehicle manufacturer or distributor, or; (2) The failure of a Covered Part due to a gradual reduction in operating performance as a result of normal wear and tear, prior to the vehicle reaching 50,000 miles. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY OTHER WARRANTY, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

PLAN COVERAGE: There are four coverage plans (Silver, Gold, Gold Plus and Platinum) described in this Service Contract. The coverage plan that applies to YOUR vehicle is determined by the plan selected on the front of this Service Contract.

VEHICLE COVERED PARTS SILVER COVERAGE PLAN

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, buttons and plugs; timing gears and timing chain or belt; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold; exhaust manifold; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve and wastegate; seals and gaskets.

TRANSMISSION/TRANSAXLE: Transmission/transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprags; sprockets; chain; springs; stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED.)**

DRIVE AXLE: Differential/axle housing(s) and all internally lubricated parts including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover. Transfer case and all internal parts contained within the transfer case; seals and gaskets.

STEERING: Steering gear housing and internal parts including control rings, valves, pinion shaft, pitman shaft, worm shaft and gear, sector shaft, bearings, adjusters; rack and pinion housing and internal parts including control valve, rack bellows, mounts, rack shaft and yoke, spool valve, bearings; power steering pump and internal parts including drive shaft and pump; power steering pump housing.

BRAKES: Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; seals and gaskets. **(ABS COMPONENTS NOT COVERED.)**

AIR CONDITIONING: Condensor, compressor; evaporator; orifice/expansion/POA valve; seals and gaskets.

FRONT SUSPENSION: Upper and lower control arms, shafts and bushings; struts, housing and cartridge; spindle/steering knuckle and spindle support.

ELECTRICAL: Alternator housing and all internal parts including bearings, bushings, brushes; rectifier bridge, diodes; field coil and rotor; alternator mounting bracket; voltage regulator; starter motor housing and all internal parts including bushings, brushes, field windings, starter drive and solenoid.

GOLD COVERAGE PLAN

(includes SILVER coverage plus the following additional parts)

ENGINE: Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear.

TRANSMISSION: Oil pan; detent cable; kickdown link; TVI/throttle cable; vacuum modulator; transmission mounts.

DRIVE AXLE: Constant velocity joints; slip joint; front wheel drive axles/half-shafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings.

prop shafts; center support bearings.

STEERING: Tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines.

BRAKES: Compensator/proportioning valve; metering valve; calipers, piston, seal and dust boot; wheel cylinders, cups, seals, spring and dust boots; backing plate; brake adjusters; brake pedal, pedal lever and pedal pivot; parking brake cable; ABS component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, and pressure differential switch.

AIR CONDITIONING: Accumulator; receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley.

FRONT SUSPENSION: Wheel bearings; ball joints and bushings; kingpin and bushings; stabilizer bar, links and bushings; torsion bar, mounts and bushings; track bar, links and bushings.

ELECTRICAL: Front and rear wiper motor and linkage; power window motor; window regulators; power seat motor; steering column multi-function switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and speed control; mirror motor switch; brake light switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; E.F.E. heater; I.A.C. motor; electronic ignition module; electronic instrument panel module; ignition coil; engine distributor including shaft, gear, bushings and modules; throttle position sensor; vehicle speed sensor; M.A.P. sensor; knock sensor and barometric pressure sensor.

GOLD PLUS COVERAGE PLAN
(includes SILVER and GOLD coverage plus the following additional parts)

COOLING: Radiator, mounting brackets and coolant recovery tank; fan clutch, fan blades and motor; fan shroud; heater core; transmission cooler.

FUEL: Fuel lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; fuel injection control components including mixture control processor, throttle body assembly, cutoff valve, fuel rail, fuel distributor, trigger contacts, cold start valve, fuel injection valve, fuel accumulator; tank; tank door latch; tank filler neck and o-ring.

AIR CONDITIONING: Compressor mounting brackets; idler pulley and bearings; air conditioning/heater blower motor.

STEERING: Steering wheel tilt and telescoping mechanism.

FRONT SUSPENSION: Coil and leaf springs, seats and bushings, leaf spring shackles; electronic level control components including pump, accumulator, lines and bags.

REAR SUSPENSION: Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts, housing and cartridge; wheel bearings; spindle/steering knuckle and spindle support; coil and leaf springs, seats and bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags; stabilizer bar, links and bushings.

ELECTRICAL: Cruise control module, servo, cables and switches; ESC systems; electronic instrument clusters and driver information systems including speedometer, odometer, tachometer and all gauges, warning indicators; burglar alarm or electronic entry systems including remote entry receiver, sender and module; door lock actuators; mirror motor; power window switch; power lock switch; rear window defogger; horn and relay; convertible-top motor; sunroof motor; power antenna motor; electrical headlamp motor; power trunk/hatch release motor, switch and solenoid; power sliding door motor and switch; electronic control modules including body control module, electronic control unit, powertrain control module, transmission control module; electronic throttle control module; crank angle sensor; camshaft position sensor; throttle position motor; fuel pulse dampener; wide open throttle switch; thermo time switch; fuel pump relay; automatic temperature control sensor; ride height sensor and relay; oxygen (O₂) sensor; mass air flow sensor; manifold differential pressure sensor; coolant temperature sensor; OEM radio, graphic equalizer, cassette tape player and compact disc player.

PLATINUM COVERAGE PLAN

Includes the Silver, Gold and Gold Plus coverage plans plus ANY OTHER MECHANICAL BREAKDOWN except for those items listed in the sections "EXCLUSIONS FROM COVERAGE", and the section "LIMITS OF LIABILITY." All other terms and conditions of this Service Contract remain unchanged.



RENTAL CAR COVERAGE: YOU will be allowed up to \$35 per day for a maximum of ten (10) days for car rental expense incurred, if required due to a covered Mechanical Breakdown. YOU are responsible for obtaining the rental car and rental car expense incurred must be from a licensed rental car agency or authorized dealer. WE will then reimburse YOU. RENTAL CAR REIMBURSEMENT IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING, OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL EXPENSES. RENTAL REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION.

TOWING COVERAGE: YOU will be allowed up to \$75 per covered Mechanical Breakdown for towing expense incurred if required due to such covered Mechanical Breakdown.

TRAVEL BREAKDOWN: In the event of a Mechanical Breakdown of a Covered Part, WE will reimburse YOU for food and lodging, commencing the day after the claim is reported to US, providing YOU are in excess of 100 miles from home. Such expense shall be limited to \$75 per calendar day and \$375 per occurrence. Reimbursement is limited to downtime repairs and ends at the date of repair completion.

DIAGNOSTICS COVERAGE: WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.

RELATED DAMAGE COVERAGE: WE will pay for the replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a covered Mechanical Breakdown. This coverage includes disc brake rotor or brake drum resurfacing required as a direct result of a covered Mechanical Breakdown.

FLUID COVERAGE: WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gases that must be replaced in conjunction with a covered repair. THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.

OPTIONAL ROAD HAZARD TIRE COVERAGE: WE will pay to repair or replace a damaged tire if the tire damage is caused by Road Hazard. Road Hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and ruts. Coverage applies only when the Road Hazard Tire Coverage box on the front of this Service Contract is checked. Coverage ends when the lowest tread depth reaches 3/32" or when this Service Contract terminates, whichever comes first. OUR payment for tire replacement will be pro-rated for wear (for example, if the tire is 25% worn YOU will pay 25% of the price of the tire). THIS COVERAGE WILL NOT PAY FOR WEAR, TIRE BALANCING, TIRE DEFECTS, COLLISION DAMAGE OR VANDALISM. SO EXCLUDED FROM COVERAGE IS THE TIRE STEM, VALVE, WHEEL, ATTACHING HARDWARE, WHEEL COVER AND "SPACE SAVER" STYLE SPARE TIRE. BENEFITS DESCRIBED UNDER RENTAL CAR COVERAGE, TOWING COVERAGE AND TRAVEL BREAKDOWN DO NOT APPLY TO ROAD HAZARD TIRE COVERAGE.

TRANSFER: YOU may transfer this Service Contract to another owner but not to another vehicle. To transfer this Service Contract YOU must mail the following three (3) items to FWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for \$40 payable to FWS, for a transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

DEDUCTIBLE AND UNCOVERED COSTS: For each repair visit, YOU will be responsible for the deductible amount selected by YOU, shown on the front page of this Service Contract.

~~IF THE COVERED PART IS LOST~~ For each repair visit, YOU will be responsible for the deductible amount selected by YOU, as shown on the front page of this Service Contract, and for any other costs not covered by this Service Contract. If no box is checked, the deductible will be \$100. If YOU selected the \$50 deductible option and return to the Selling Dealer to have repairs made, the deductible will be waived. If YOU return to the Selling Dealer for repairs and the Selling Dealer is out of business, YOU can have YOUR vehicle repaired elsewhere, and WE will waive the deductible. When a breakdown to a Covered Part occurs which is covered by a manufacturer's warranty, WE will reimburse YOU for the difference between OUR deductible and the manufacturer's deductible. If the same Covered Part previously repaired under this Service Contract fails again, the deductible will be waived.

CANCELLATION: This Service Contract may be cancelled by YOU at anytime. To cancel, YOU must return this Service Contract to YOUR Selling Dealer. If YOU cancel during the first sixty (60) days, a 100 percent refund of the Service Contract Price will be made less a fee of \$50 or 5 percent of the Service Contract Price, whichever is less. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Purchase Date and odometer reading at Purchase Date, less a fee of \$50 or 10 percent of the unearned Service Contract Price, whichever is less. After sixty (60) days, WE cannot cancel this Service Contract except for material misrepresentation or fraud at the time of sale, lack of proper maintenance, or non-payment of Service Contract Price, in which case YOU will be notified by certified mail. If WE cancel this Service Contract, WE will return 100 percent of the paid unearned pro-rata Service Contract Price. In the event of cancellation, YOU authorize the Lienholder to receive any refund amounts. Upon total loss or repossession, all rights and interests under this Service Contract will immediately transfer to the Lienholder and the Lienholder will be named sole payee for any refund amounts.

EXCLUSIONS FROM COVERAGE: THIS SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR:

1. ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE PART, USE OF OVERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS;
2. ANY MECHANICAL BREAKDOWN CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, WARS;
3. THE REPAIR OR REPLACEMENT OF A COVERED PART BY ANY MANUFACTURER WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST;
4. ANY INVOICE PRESENTED TO FWS FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;
5. ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE PURCHASE DATE OF THIS SERVICE CONTRACT, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;
6. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL DELIVERY/SERVICE/REPAIR, RENTAL PURPOSES, TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;
7. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, IMPROPER TOWING, LACK OF MAINTENANCE;
8. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS;
9. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;
10. HAZARDOUS WASTE DISPOSAL CHARGES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, AND CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS;
11. ANY CONSEQUENTIAL, SECONDARY DAMAGES OR UNREASONABLE COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A PART;
12. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
13. UNDER SILVER, GOLD AND GOLD PLUS COVERAGES, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;
14. UNDER PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD TRANSMISSION CLUTCH COMPONENTS, AIR BAGS, SOLAR POWERED DEVICES, HINGES, GLASS, LENSES, SEALED BEAMS, TRIM, MOLDINGS, DOOR HANDLES, LOCK CYLINDERS, TIRES, BATTERIES, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, SHOCK ABSORBERS, AUDIO, SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING, CONSTANT VELOCITY JOINT BOOTS, SAFETY RESTRAINT SYSTEMS, CELLULAR PHONES, ELECTRONIC TRANSMITTING DEVICES (EXCEPT FOR THOSE SPECIFICALLY LISTED UNDER SILVER, GOLD, OR GOLD PLUS COVERAGE), RADAR DETECTORS, APPLIANCES, NEAR OBJECT AVOIDANCE SYSTEMS AND ALL LASER RADAR CRUISE CONTROL COMPONENTS, VINYL AND CONVERTIBLE TOPS;
15. BURNT VALVES, WORN RINGS, THE CORRECTION OF OIL CONSUMPTION, ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE;
16. ANY MAINTENANCE ON YOUR VEHICLE, UNLESS OPTIONAL CAR CARE MAINTENANCE PLAN IS SELECTED;
17. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
18. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).

HOW TO MAKE A CLAIM: When repairs are required, if possible, return YOUR vehicle to YOUR Selling Dealer. If YOU cannot return YOUR vehicle to YOUR Selling Dealer, YOU must telephone FWS at 1-800-327-5172 during normal working hours to receive instructions. If YOU do not follow OUR instructions, WE are not obligated to reimburse YOU for the cost of any repairs. Authorization must be obtained from FWS prior to having YOUR vehicle repaired. WE reserve the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this Service Contract YOU must:

1. Have YOUR vehicle serviced according to the maintenance schedule provided in the Manufacturer's Owner's Manual. YOU must keep original copies of all repair orders, invoices and receipts from the performed services and maintenance and present the originals at the time a claim is made;
2. Use all means to protect YOUR VEHICLE FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY YOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER;
3. Provide "teardown authorization" when requested by US, so that the repair facility can provide an accurate diagnosis and estimate of repairs;
4. In the event of an emergency situation that occurs and FWS cannot be reached, the Service Contract Holder can proceed with repairs, but payment will be in accordance with the other provisions of this Service Contract;
5. Submit a claim for reimbursement to US along with all required documents within thirty (30) days of authorization;
6. Retain all replaced parts until YOUR claim is settled, as YOU may be required to submit these parts for inspection.

Failure to comply with the responsibilities outlined above may result in the denial of YOUR claim. If YOU have any questions which cannot be answered by YOUR Selling Dealer please contact FWS.

PAYMENTS: YOUR Repairing Dealer should perform authorized repairs covered under this Service Contract without charge to YOU for such repairs. If the Repairing Dealer does charge YOU for authorized repairs covered under this Service Contract, submit copies

PAYMENTS: YOUR Repairing Dealer should perform authorized repairs covered under this Service Contract without charge to YOU for such repairs. If the Repairing Dealer does charge YOU for authorized repairs covered under this Service Contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this Service Contract to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: FWS will pay the repair facility directly or reimburse YOU for the repair or replacement of any part covered by this Service Contract. Replacement parts utilized in covered repairs will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.

LIMITS OF LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the actual cash value of YOUR vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the term of this Service Contract shall not exceed the price YOU paid for YOUR vehicle. The payment for or reimbursement for repair or replacement of Covered Parts and the benefits stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE, FLUID COVERAGE and OPTIONAL ROAD HAZARD TIRE COVERAGE are the only remedies available to a Service Contract Holder. WE assume no other obligation or responsibility with regard to the vehicle. WE neither assume, nor authorize anyone to assume for US, any additional liability.

INSURANCE: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. YOU are entitled to make a direct claim to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED ABOVE ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY THE PURCHASER.
2. If it is not clear which Term/Mileage or coverage plan has been purchased, **YOU** should contact **YOUR** Selling Dealer or **US**.
3. This Service Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

OPTIONAL CAR CARE MAINTENANCE PLAN

OPTIONAL CAR CARE MAINTENANCE PLAN COVERAGE: If **YOU** selected the Optional Car Care Maintenance Plan, coverage will be provided according to the term / mileage, service interval, and service level selected by **YOU** as noted on the front page of this Service Contract. All services are fully detailed in **YOUR** coupon booklet which will be mailed to **YOU**. Coverage is obtained by presenting the appropriate coupon for each service to a participating dealer. **YOUR** vehicle may need other services for **YOUR** driving conditions; refer to **YOUR** Manufacturer's Owner's Manual for recommended services and intervals. If **YOUR** booklet is not received within forty-five (45) days, call FWS Customer Service at 1-800-443-9841.

CANCELLATION: Optional Car Care Maintenance Plan may be cancelled by **YOU** at anytime. To cancel, **YOU** must return to **YOUR** Selling Dealer. If **YOU** cancel during the first sixty (60) days, a 100 percent refund of the Car Care Purchase Price will be made, less a \$50 administration fee. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Purchase Date and odometer reading at Purchase Date, less a \$50 administration fee. In the event of cancellation, **YOU** authorize the Lienholder to receive any refund amounts. In the event of a total loss or repossession, Lienholder is authorized to cancel this coverage and Lienholder will be named as sole payee for any refund amounts and all rights and interests under this coverage will immediately transfer to the Lienholder. This coverage is non-cancellable except for fraud, material misrepresentation, or failure to pay the Car Care Purchase Price. No refund will be made without surrendering all unused coupons.

TRANSFER: **YOU** may transfer the Optional Car Care Maintenance Plan to another owner but not to another vehicle. To transfer this coverage, **YOU** must mail the following four (4) items to FWS within thirty (30) days of transfer of vehicle ownership: 1.) a completed Transfer Form (or a letter containing the name and address of the new owner and **YOUR** authorization to transfer; 2.) a legible copy of the front page of this Service Contract; 3.) a check for \$40 payable to FWS, for the transfer fee; and, 4.) all remaining Car Care Maintenance Plan coupons. A new coupon book will be sent to the new owner. This coverage may not be transferred to any entity in the business of selling or leasing motor vehicles.

Vehicle Protection Plan

Research studies show most repairs are needed after the factory warranty has expired. That means you'll have to pay for all the inconvenience, time, and expense without any help from your original factory warranty, until now.

Choose the New Vehicle Protection Plan right for you, you can be covered for up to 100,000 miles. You can select from our national network of over 5,000 authorized service centers. Buy protection now, you can include the plan you choose in the financing of your

IF
coverage levels

Basic Coverage
Gold Coverage
Gold Plus Coverage
Platinum Coverage



service and instant authorization of covered repairs via our toll-free number. Just call 800-327-5172. Our toll-free number gives you instant access to an authorized repair facility near you.

- **National Coverage** We provide peace of mind so that with a Fidelity Warranty Services extended service contract, you are covered anywhere in the U.S., its territories or possessions, or Canada.
- **Direct Payment** Participating dealers are paid directly. You do not have to pay and wait for reimbursement of authorized repairs. If necessary, credit card payment is available.



FIDELITY WARRANTY SERVICES, INC.
500 JIM MORAN BOULEVARD
DEERFIELD BEACH, FL 33442

FLORIDA LICENSE #60026

LIMITATIONS OF COVERAGE

This information is intended to provide only an outline of the types of coverages, exclusions and limitations of the service contracts described in this brochure and should not be relied upon when purchasing a specific service contract. For exact coverages, exclusions and limitations, please review the service contract itself.

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CS# 8696 01/04

New Vehicle Protection Plan



Silver

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings, caps and bolts, camshaft(s), camshaft bearings, buttons and plugs; timing gears and timing chain or belt; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters, intake manifold, exhaust manifolds, balance shaft, water pump; fuel pump; thermostat; oil pump, cover; gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve and wastegate; seals and gaskets.

TRANSMISSION/TRANSAXLE: Transmission/transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve, valve pack; governor, gear and cover; parking gear and pawl, roll pins; sprogs; sprockets; chain; springs; stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates, planetary and sun gears, servos and rings; blockers, synchronizer hubs and keys, bearings; bushings; supports and shafts; control rings, yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts, shift cover and forks; separate bell housing; seals and gaskets. (STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED)

DRIVE AXLE: Differential/axle housing(s) and all internally lubricated parts including the axle flange, ring and pinion gear/carrier assembly; spider gears and bearings, pins, retainers; positraction clutches, plates and springs; cover Transfer case and all internal parts contained within the transfer case; seals and gaskets.

STEERING: Steering gear housing and internal parts including control rings, valves, pinion shaft, pitman shaft, worm shaft and gear, sector shaft, bearings, adjusters; rack and pinion housing and internal parts including control valve, rack bellows, mounts, rack shaft and yoke, spool valve, bearings, power steering pump and internal parts including housing, reservoir, shaft and vanes; power steering pump mounting brackets; seals and gaskets.

BRAKES: Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings, brake pedal apply pin, seals and gaskets. (ABS COMPONENTS NOT COVERED.)

AIR CONDITIONING: Condenser; compressor; evaporator; orifice/expansion/POA valve; seals and gaskets.

FRONT SUSPENSION: Upper and lower control arms, shafts and bushings; struts, housing and cartridge; spindle/steering knuckle and spindle support.

ELECTRICAL: Alternator housing and all internal parts including bearings, bushings, brushes, rectifier bridge, diodes, field coil and rotor; alternator mounting

Four coverage levels

Gold

ENGINE: Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear.

TRANSMISSION: Oil pan; detent cable; kickdown link; TV/throttle cable; vacuum modulator; transmission mounts.

DRIVE AXLE: Constant velocity joints; slip joint; front wheel drive axles/half-shafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings.

STEERING: Tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines.

BRAKES: Compensator/proportioning valve; metering valve, calipers, piston, seal and dust boot; wheel cylinders, cups, seals, spring and dust boots; backing plate; brake adjusters; brake pedal, pedal lever and pedal pivot; parking brake cable; ABS component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, and pressure differential switch.

AIR CONDITIONING: Accumulator; receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley.

FRONT SUSPENSION: Wheel bearings; ball joints and bushings; kingpin and bushings; stabilizer bar, links and bushings; torsion bar, mounts and bushings; track bar, links and bushings.

ELECTRICAL: Front and rear wiper motor and linkage; power window motor; window regulators; power seat motor; steering column multi-function switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and speed control; mirror motor switch; brake light switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; E.F.E. heater; I.A.C. motor; electronic ignition module; electronic instrument panel module; ignition coil; engine distributor including shaft, gear, bushings and modules; throttle position sensor; vehicle speed sensor; turn

benefits

RENTAL CAR COVERAGE Reimburse per day for

TRAVEL COVERAGE If you're more miles from break down to \$75 per per occurrence and lodging mechanical

FLUIDS COVERAGE Replacement fluids, oils, & lubricants, & conditioner be replaced with a cover

FINANCING The cost of plan can be financing of

OPTIONAL TIRE COVERAGE Repair or replace tire that is road hazard on the road

Ask your salesperson or finance manager for a Protection Plan, and you'll be on your way to.

with Vehicle Protection Plan



GOLD PLUS

COOLING: Radiator, mounting brackets and coolant recovery tank; fan clutch, fan blades and motor; fan shroud; heater core; transmission cooler.

FUEL: Fuel lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; fuel injection control components including mixture control processor; throttle body assembly, cutoff valve, fuel rail, fuel distributor, trigger contacts, cold start valve, fuel injection valve, fuel accumulator; tank, tank door latch; tank filler neck and o-ring

AIR CONDITIONING: Compressor mounting brackets; idler pulley and bearings; air conditioning/heater blower motor.

STEERING: Steering wheel tilt and telescoping mechanism.

FRONT SUSPENSION: Coil and leaf springs, seats and bushings, leaf spring shackles, electronic level control components including pump, accumulator, lines and bags.

REAR SUSPENSION: Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts, housing and cartridge; wheel bearings; spindle/steering knuckle and spindle support; coil and leaf springs, seats and bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags, stabilizer bar, links and bushings.

ELECTRICAL: Cruise control module, servo, cables and switches; ESC systems; electronic instrument clusters and driver information systems including speedometer, odometer, tachometer and all gauges, warning indicators; burglar alarm or electronic entry systems including remote entry receiver, sender and module; door lock actuators; mirror motor; power window switch; power lock switch; rear window defogger; horn and relay; convertible top motor; sunroof motor; power antenna motor; electrical headlamp motor; power trunk/hatch release motor, switch and solenoid; power sliding door motor and switch; electronic control modules including body control module, electronic control unit, powertrain control module, transmission control module; electronic throttle control module; crank angle sensor; camshaft position sensor; throttle position motor; fuel pulse dampener; wide open throttle switch; thermo time switch; fuel pump relay; automatic temperature control sensor; ride height sensor and relay; oxygen (O₂) sensor; mass air flow sensor; manifold differential pressure sensor; coolant temperature sensor; OEM radio, graphic equalizer, cassette tape player and compact disc player.



Platinum

Platinum Exclusions

UNDER PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS:

BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD TRANSMISSION CLUTCH COMPONENTS, AIR BAGS, SOLAR POWERED DEVICES, HINGES, GLASS, LENSES, SEALED BEAMS, TRIM, MOLDINGS, DOOR HANDLES, LOCK CYLINDERS, TIRES, BATTERIES, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, SHOCK ABSORBERS, AUDIO, SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING, CONSTANT VELOCITY JOINT BOOTS, SAFETY RESTRAINT SYSTEMS, CELLULAR PHONES, ELECTRONIC TRANSMITTING DEVICES (EXCEPT FOR THOSE SPECIFICALLY LISTED UNDER SILVER, GOLD, OR GOLD PLUS COVERAGE), RADAR DETECTORS, APPLIANCES, NEAR OBJECT AVOIDANCE SYSTEMS AND ALL LASER RADAR CRUISE CONTROL COMPONENTS, VINYL AND CONVERTIBLE TOPS.

You Decide!

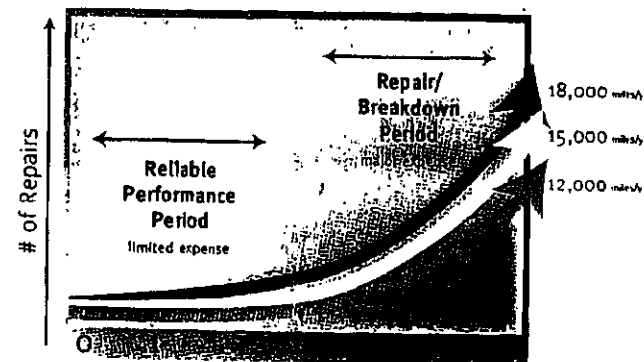


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SATISFACTION DOWN THE ROAD

At Toyota, our top priority is always our customers. We know your Toyota is an important part of your life and something you depend on every day. That's why we're dedicated to building products of the highest quality and reliability.

Our excellent warranty coverage is evidence that we stand behind the quality of our vehicles. We're confident — as you should be — that your Toyota will provide you with many years of enjoyable driving.

To further demonstrate our commitment to our customers' satisfaction, occasionally we may establish a special policy adjustment to pay for specific repairs that are no longer covered by warranty. When we establish such a policy adjustment, we mail details to all applicable owners we have on record. That's why it's important to send in the card at the back of this booklet if you change your address or if you've purchased this vehicle from a previous owner.

To provide you with added protection against unexpected service costs, we offer Toyota Extra Care vehicle service agreements and Toyota Auto Care pre-paid maintenance programs. Both offer plans to meet a wide

variety of needs. Your dealership can help you select the plan that's best for you.

Our goal is for every Toyota customer to enjoy outstanding quality, dependability and peace of mind throughout their ownership experience. We want you to be a satisfied member of the Toyota family for many miles to come.

This booklet describes the terms of Toyota warranty coverage as well as general owner responsibilities. A separate publication found in your glove box, the *Scheduled Maintenance Guide*, describes your vehicle's maintenance requirements. Be sure to review this publication carefully, since proper maintenance is required to ensure that warranty coverage remains intact.

All information in this booklet is the latest available at the time of publication and, with the exception of the emission control warranties, is subject to change without notice.

We realize that your confidence in the quality and reliability of our products was a key factor in your decision to buy a Toyota. We also know how disruptive the loss of transportation can be to your daily routine. That's why we're pleased to offer you the benefits of our Transportation Assistance Policy.

Under this policy, you are eligible for transportation assistance if your Toyota must be kept overnight for warranty-covered repairs. The policy applies when your vehicle must be kept overnight for any of the following reasons:

- The warranty repairs will take longer than one day to complete.
- The warrantable condition requires extensive diagnosis.
- The parts needed for the warranty repairs are not readily available and your vehicle is inoperative or unsafe to drive.

The policy does not apply when warranty repairs can be completed in one day but the vehicle must be kept overnight due to dealer or owner scheduling conflicts.

The Transportation Assistance Policy applies for the duration of the New Vehicle Limited Warranty. The policy applies to all 2005 model-year Toyotas sold and serviced by authorized Toyota dealerships in the mainland United States and Alaska.

For further details, please consult your Toyota dealer.

IF YOU NEED ASSISTANCE

Both Toyota and your Toyota dealer are dedicated to serving your automotive needs. Your complete satisfaction is our first priority. Should you have a problem or concern — either during or after the warranty period — please take the following steps to ensure the quickest possible response:

Step 1

Discuss the situation with a dealership manager, such as the service manager or customer relations manager. In most cases, a satisfactory solution can be reached at this step.

Step 2

If the dealership does not address your concern to your satisfaction, call Toyota Customer Experience at (800) 331-4331. If you are hearing- or speech-impaired, call (800) 443-4999 (TDD).

Please have the following information ready when you call:

- Your Toyota's vehicle identification number (located on the driver's side corner of the dashboard, under the window)
- Current mileage on your vehicle
- Name of your Toyota dealership

A Toyota customer relations representative will assist you in working with the dealership to find a satisfactory solution.

Step 3

If your concern has still not been resolved to your satisfaction, Toyota offers additional assistance through the Dispute Settlement Program, a dispute resolution program administered by the National Center for Dispute Settlement. The purpose of the Dispute Settlement Program is to resolve disputes through arbitration — a process by which two parties authorize an independent third party to hear and resolve a dispute. The program is informal and free of charge. To request that your

case be reviewed through the program, complete the customer claim form in the *Owner's Warranty Rights Notification* booklet (found in your glove box) and mail it to:

National Center for Dispute Settlement
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to request a customer claim form, call Toyota Customer Experience at (800) 331-4331. When you call, please have your vehicle identification number, the current mileage on your Toyota and the names of your selling and servicing dealerships.

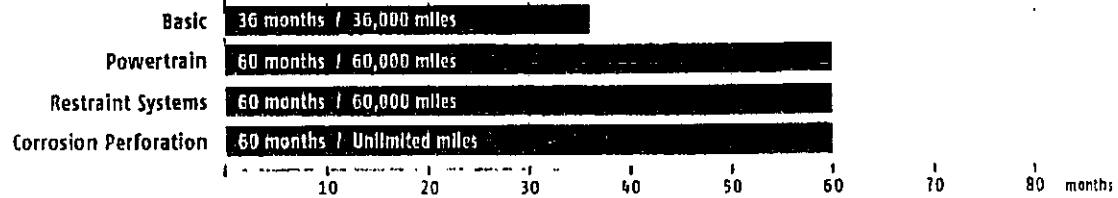
California residents: Toyota offers you assistance through an arbitration program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call Toyota Customer Experience at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

Important: You must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet for the requirements applicable to your state.

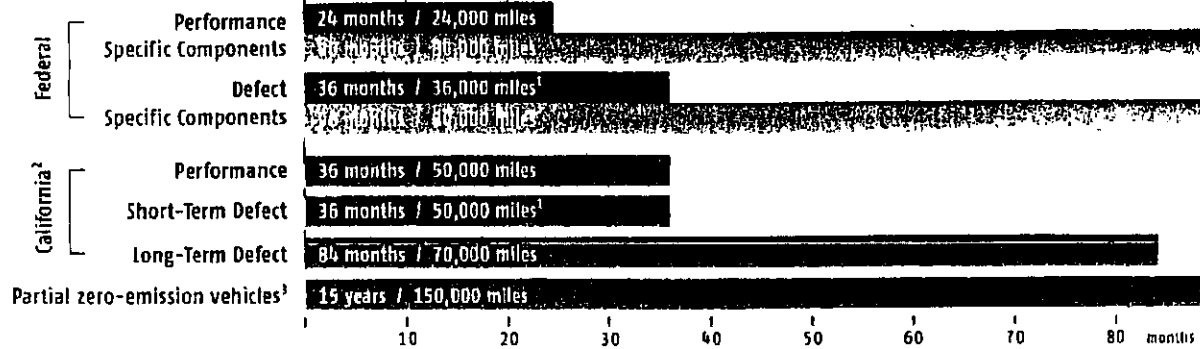
This information about the Dispute Settlement Programs is correct as of the date of printing. However, the programs may be changed without notice. For the most current information about the programs, call Toyota Customer Experience at (800) 331-4331.

WARRANTY COVERAGES AT A GLANCE

New Vehicle Limited Warranty



Emission Control Warranty



¹ Specific components may have longer coverage under terms of the Powertrain Warranty.

² Also applies to Maine, Massachusetts and Vermont vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the federal Emission Control Warranty.

³ For Camry 4-cylinder models certified as partial zero-emission vehicles (PZEV) that are sold, registered and operated in California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island or Vermont, all emissions components are covered for 15 years or 150,000 miles, whichever occurs first, for performance and defect.

Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. ("Toyota"), 19001 South Western Avenue, Torrance, California 90509-2991, a California corporation.

Which Vehicles Are Covered

These warranties apply to all 2005 model-year Toyota vehicles distributed by Toyota that are originally sold by an authorized dealer in the United States and normally operated or touring in the United States, U.S. territories or Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

Multiple Warranty Conditions

This booklet contains warranty terms and conditions that may vary depending on the part covered. A warranty for specific parts or systems, such as the Powertrain Warranty or Emission Performance Warranty, is governed by the coverage set forth in that warranty as well as the General Warranty Provisions.

When Warranty Begins

The warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator.

Repairs Made at No Charge

Repairs and adjustments covered by these warranties are made at no charge for parts and labor.

Parts Replacement

Any needed parts replacement will be made using new or remanufactured parts. The decision whether a part should be repaired or replaced will be made by the servicing Toyota dealership and/or Toyota. Parts scheduled to be replaced as required maintenance are warranted until their first replacement only.

GENERAL WARRANTY PROVISIONS

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any Implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties. Some states do not allow restrictions on how long an Implied warranty lasts, so this limitation may not apply to you.

Your Rights Under State Law

These warranties give you specific legal rights. You may also have other rights that vary from state to state.

WHAT IS COVERED AND HOW LONG

Basic Warranty

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11-12.

Coverage is for 36 months or 36,000 miles, whichever occurs first, with the exception of wheel alignment and wheel balancing, which are covered for 12 months or 20,000 miles, whichever occurs first.

Powertrain Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any component listed in the next column and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11-12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

Engine

Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, flywheel, valve covers, oil pan, oil pump, engine mounts, turbocharger housing and all internal parts, supercharger housing and all internal parts, engine control computer, water pump, fuel pump, seals and gaskets.

Transmission and Transaxle

Case and all internal parts, torque converter, clutch cover, transmission mounts, transfer case and all internal parts, engine control computer, seals and gaskets.

Front-Wheel-Drive System

Final drive housing and all internal parts, axle shafts, drive shafts, constant velocity joints, front hub and bearings, seals and gaskets.

Rear-Wheel-Drive System

Axle housing and all internal parts, propeller shafts, U-joints, axle shafts, drive shafts, bearings, supports, seals and gaskets.

NEW VEHICLE LIMITED WARRANTY

Restraint Systems Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any seatbelt or air bag system supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11-12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

For vehicles sold and registered in the state of Kansas, the warranty for seatbelts and related components is 10 years, regardless of mileage.

Corrosion Perforation Warranty

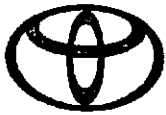
This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under "What Is Not Covered" on pages 11-12.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, see the section entitled "Corrosion Prevention and Appearance Care" in the *Owner's Manual*.

Towing

When your vehicle is inoperable due to failure of a warranted part, towing service to the nearest authorized Toyota dealership is covered.



PRECISION TOYOTA

10909 N. Florida Ave.
TAMPA, FLORIDA 33612
(813) 933-8402



PLEASE SEE BACK FOR INFORMATION REGARDING WARRANTY, AND SUPPLIES
STATE OF FLORIDA REGISTRATION NUMBER MV-07773
www.precisiontoyota.com

CUSTOMER NO. 72570	ADVISOR RODNEY ALLMAN	100918	TAG NO. 1048	INVOICE DATE 02/09/05	INVOICE NO. TOCS297134
[REDACTED] BRANDON, FL [REDACTED]	LABOR RATE	LICENSE NO	MILEAGE IN/OUT 542	COLOR 7	STOCK NO. Z397738
	YEAR / MAKE / MODEL 05/TOYOTA/COROLLA/4DR SEDAN			DELIVERY DATE 01/30/05	DELIVERY MILES 541
[REDACTED]	VEHICLE I.D. NO. 1NXBR32E15Z [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.		R.O. DATE 02/09/05	
[REDACTED]	COMMENTS				MO: 542

JOB# 1 CHARGES

LABOR

J# I 5310Z TINT...
TINT WINDOWS ON VEHICLE
CHARG 30
TINTED WINDOWS ON VEHICLE AS PER RD
ALL CHARG 30

JOB# 1 TOTALS

TOTALS

THANK YOU FOR CHOOSING PRECISION TOYOTA PARTS SERVICE AND COLLISION CENTER FOR YOUR AUTOMOTIVE NEEDS

MOTOR VEHICLE REPAIR SHOP REGISTRATION # MV 07773
ENVIRONMENTAL COMPLIANCE FEE AND SHOP SUPPLY FEE ARE CHARGES REPRESENTING EXPENSES AND PROFITS TO THE MOTOR REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL

TOTAL LABOR	135.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.B.G.	0.00
TOTAL MISC. CHG.	0.00
TOTAL MISC. DISC.	0.00
TOTAL TAX	9.45
TOTAL INVOICE \$	144.45

THANK YOU FOR CHOOSING PRECISION TOYOTA.

CUSTOMER SIGNATURE

PAID
FEB 09 2005
CASH



9210 Adamo Dr • Tampa, FL 33619
(813) 622-8372
MVR 07222

We guarantee our service work for 12 months/ unlimited mileage from the date of installation of genuine Toyota parts, or the remainder of any applicable new vehicle warranty, whichever provides the greater coverage. In the event of used parts or non-Toyota replacement parts, we guarantee our service work for 30 days or 1,000 miles whichever occurs first, from the date and mileage at installation. Warranties exclude regular scheduled maintenance items.

MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL CHARGES.

* This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal *

DISCLAIMER OF WARRANTIES

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 the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The state of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718) and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W74555

BRANDON
CELL. [REDACTED] WORK: [REDACTED]
FL [REDACTED]

BRANDON
CELL [REDACTED] WORK: [REDACTED]
FL [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 1167 ADV: Q17 BELL, CYN INVOICE: PRELIM WAR W P CB
TAX RULES: NY3NN INVOICED. 03/30/2005 15 36.22
ODOMETER IN: 2600 OUT: 2621 DIST: TOY
DATES BEGIN: 03/18/05 DONE: 03/30/05

VIN 1NXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
05 TOYOTA COROLLA 4DR SDN

CONCERN 51 C/S CAR STALLED WHILE DRIVING AND WOULD NOT RESTART, VEHICLE TOWED IN OPERATION TECH HOURS AMOUNT
PLEASE CHK AND ADVISE 234021 Q96 .7 49.77

CAUSE FUEL PUMP SHORTED OUT
CORRECTION REPLACED FUEL PUMP ASSEMBLY

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
SPO 77020-02180	013422		WARRANTY RENTAL @ 35	1	490.00	490.00
PARTS. COUNT 1			TUBE ASSY, FUEL SUCT	1	442.57	442.57

FACTORY TECH: Q96 - LIMERICK, MARK
COND CODE : 87 FAIL CODE : 01

SUBTOTAL	
PARTS	641.73
SUBLET REPAIRS	490.00
LAB-MECHANICAL	49.77
TOTAL CHARGE FOR CONCERN	1181.50

TYPE. W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W74555	
PARTS	641.73
SUBLET REPAIRS	490.00
LAB-MECHANICAL	49.77
TOTAL CHARGE	1181.50

PAYMENT DISTRIBUTION FOR INVOICE W74555	
TOTAL CHARGE	1181.50
FAC WARRANTY	1181.50

ATTENTION. THE FOLLOWING INVOICES ALSO EXIST
ICP - RECON CP
IF YOU HAVE ANY QUESTIONS - PLEASE SEE CYNTHIA A BELL
VISIT US AT... COURTESYCARS.COM

I HEREBY ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

PAGE 1
LAST PAGE

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

88043

ON LINE SERVICE INVOICING BY UCB © 1978

VISIT US AT: www.courtesycars.com



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(813) 622-8372
MVR 07222

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MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL CHARGES:

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DISCLAIMER OF WARRANTIES

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 the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The state of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718) and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: P74555

BRANDON
CELL [REDACTED] WORK: [REDACTED]

FL

BRANDON
CELL [REDACTED] WORK: [REDACTED]

FL

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 1167 ADV: Q17 BELL, CYN INVOICE: PRELIM ICP W P CB VIN INXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
TAX RULES: NY3NN INVOICED: 03/30/2005 15.36:22 05 TOYOTA COROLLA 4DR SDN
ODOMETER IN: 2600 OUT. 2621 DIST: TOY
DATES BEGIN: 03/18/05 DONE 03/30/05

CONCERN 48* DETAIL CUSTOMER CAR OPERATION TECH AMOUNT
CORRECTION EXTERIOR HAND WASH AND VACUUM. ALSO INCLUDES TIRES GLOSS & WINDOWS DETO R94 S .00
FACTORY TECH: R94 - BURNS, JEFFREY

TYPE. RCP

----- SUBTOTAL -----
TOTAL CHARGE FOR CONCERN .00

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE P74555

TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE P74555

CASH DUE .00

TOTAL CHARGE .00

ATTENTION. THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY
IF YOU HAVE ANY QUESTIONS - PLEASE SEE CYNTHIA A BELL

PAGE 1
LAST PAGE

ON LINE SERVICE INVOICING BY UC8 1079

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

VISIT US AT: www.courtesycars.com



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(813) 822-8372
MVR 07222

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INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W82306

88043

BRANDON FL
CELL WORK:

BRANDON FL
CELL WORK:

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 8470 ADV: Q17 BELL. CYN INVOICE: PRELIM WAR W CB
TAX RULES: NY3NN INVOICED: 05/09/2005 09:27:07
ODOMETER IN: 4747 OUT: 4750 DIST. TOY
DATES BEGIN: 05/09/05 DONE: 05/09/05

VIN 1NXBR32E15Z
05 TOYOTA COROLLA LICENSE NUMBER: FL XX
4DR SDN

CONCERN	CAUSE	CORRECTION	COMMENT	FACTORY	OPERATION	TECH	HOURS	AMOUNT
51	C/S CHK ENGINE LIGHT ON	NO CHARGE	SUSPECT LOOSE GAS CAP. RESECURED CAP. CLEARED CODES. RAN MONITOR T	TECH: G47 - BRESEE, SHAWN	NC	G47	.0	.00
	P0441, P0455- EVAP EMISSION LEAK			COND CODE - 8A				
				FAIL CODE : 99				

TYPE: W

SUBTOTAL
TOTAL CHARGE FOR CONCERN .00

SUMMARY OF CHARGES FOR INVOICE W82306
TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE W82306
FAC WARRANTY .00
TOTAL CHARGE .00

IF YOU HAVE ANY QUESTIONS - PLEASE SEE CYNTHIA A BELL
VISIT US AT... COURTESYCARS.COM

PAGE 1
LAST PAGE

ON LINE SERVICE INVOICING BY UC3

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



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MVR 07222

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DISCLAIMER OF WARRANTIES

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88043

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: M84454
 JM&A GROUP NAD: 091241 [REDACTED]
 500 JIM MORAN BLVD [REDACTED]
 DEERFIELD BEACH FL 33442
 WORK: (800) 443-9841
 ----- FOR OFFICE USE -----

TAG: 3924 ADV: Q16 SCHAEFER, INVOICE. PRELIM MFG C M BS VIN 1NXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
 TAX RULES: NY3NN INVOICED: 05/23/2005 15.54:16 05 TOYOTA COROLLA 4DR SDN
 ODOMETER IN: 5216 OUT: 5216 DIST: TOY
 DATES BEGIN: 05/23/05 DONE: 05/23/05

CONCERN 25* OWNER REQUESTS 1 TIRE REPLACED.

OPERATION	TECH	AMOUNT
CPT1	G25	S
REPLACED 1 TIRE		21.33
PART NUMBER	PO#	NOTE
TOY P99		TIRECP ASSORTED TIRES
TOY KITTIRE		DISPOSAL
TOY 1042T		TIREVALES
TOY WEIGHT	8061D	*****
TOY RECOVER		RECOVER *****
TOY TFEE		TFEE *****
FACTORY	TECH: G25 - GOMEZ, CEZAR	

PART AUTH: BS 052305 09:25

----- SUBTOTAL -----

PARTS	1.00
TIRES	79.00
LAB-MECHANICAL	21.33
MISCELLANEOUS	3.00
TOTAL CHARGE FOR CONCERN	104.33

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE M84454	PAYMENT DISTRIBUTION FOR INVOICE M84454
PARTS 1.00	TOTAL CHARGE 104.33
TIRES 79.00	
LAB-MECHANICAL 21.33	MFG EXT SVC NAD 091241 104.33
MISCELLANEOUS 3.00	JM&A GROUP
TOTAL CHARGE 104.33	POLICY# 51403261

** CUSTOMER WAITING **

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

ON LINE SERVICE INVOICING BY

UCB

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

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(813) 622-8372
MVR 07222

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----- INVOICE TO -----	----- DRIVER/OWNER INFORMATION -- INVOICE: M84454
JM&A GROUP	NAD: 091241 [REDACTED]
----- FOR OFFICE USE -----	----- VEHICLE INFORMATION -----
TAG: 3924 ADV: Q16 SCHAEFER INVOICED. 05/23/2005 15:54:16 BS	05 COROLLA LICENSE NUMBER: FL XX

CUS - CUSTOMERPAY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE BRETT D SCHAEFER

PAGE 2
LAST PAGE

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INVOICE TO -----

DRIVER/OWNER INFORMATION -- INVOICE: C84454

BRANDON
CELL [REDACTED] WORK [REDACTED] FL [REDACTED]

BRANDON
CELL [REDACTED] WORK: [REDACTED] FL [REDACTED]

FOR OFFICE USE -----

VEHICLE INFORMATION -----

TAG: 3924 ADV: Q16 SCHAEFER, INVOICE: PRELIM CUS C M 8S
TAX RULES: NY3NN INVOICED: 05/23/2005 15:54:16
ODOMETER IN: 5216 OUT: 5216 DIST: TOY
DATES BEGIN: 05/23/05 DONE: 05/23/05

VIN 1NX8R32E15Z [REDACTED] LICENSE NUMBER: FL XX
05 TOYOTA COROLLA 4DR SDN

CONCERN	OPERATION	TECH	AMOUNT
24 EXPRESS LUBE OIL CHANGE SPECIAL AND 19 POINT INSPECTION COMPLETED	EXL	G25	\$ 9.00
CORRECTION EXPRESS OIL CHANGE ONLY. 29 MINUTES \$24 95			
EXPRESS LUBE OIL CHANGE. 29 MINUTES OR LESS GUARANTEED			
CHANGE OIL WITH 5W-30 PENNZOIL AND GENUINE TOYOTA OIL FILTER			
OIL CHANGE ONLY. 29 MINUTES. NO INSPECTION REQUESTED			

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
TOY KITFILTER			OILFILTER	1	**	**
TOY 90430-1202B			GASKET	1S	.59	.59
TOY NPOIL	GOG	*****		5B	1 59	7.95
TOY FILTER			OIL FILTER	1B	5.41	5.41

FACTORY TECH: G25 - GOMEZ, CEZAR

----- SUBTOTAL -----

PARTS	6.00
GAS-OIL-GREASE	7.95
LAB-MECHANICAL	9.00
TOTAL CHARGE FOR CONCERN	22.95

TYPE: CXL

I HEREBY ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X

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----- FOR OFFICE USE ----- VEHICLE INFORMATION -----

TAG: 3924 ADV: Q16 SCHAEFER INVOICED: 05/23/2005 15 54:16 BS 05 COROLLA LICENSE NUMBER: FL XX

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE C84454

PARTS	6.00
GAS-OIL-GREASE	7.95
SUPPLIES	2.00
LAB-MECHANICAL	9.00
SUB-TOTAL	24.95
SALES TAX	1.50
COUNTY TAX	.25
TOTAL CHARGE	26.70

PAYMENT DISTRIBUTION FOR INVOICE C84454

TOTAL CHARGE	26.70
CASH DUE	26.70

** CUSTOMER WAITING **

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
MFG - MANUFAC SVC

IF YOU HAVE ANY QUESTIONS - PLEASE SEE BRETT D SCHAEFER
MISCELLANEOUS SHOP SUPPLY AND WASTE DISPOSAL CHARGES: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL". THE STATE OF FLORIDA REQUIRES A \$1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE(S.403.718), AND A \$1.50 FEE TO BE COLLECTED FOR EACH NEW OR RE-MANUFACTURED BATTERY SOLD IN THE STATE:(S.403.7185).

PAGE 2
LAST PAGE

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<p>----- INVOICE TO -----</p> <p>BRANDON CELL: [REDACTED] WORK. [REDACTED] FL [REDACTED]</p> <p>----- FOR OFFICE USE -----</p> <p>TAG: 3150 ADV: Q17 BELL, CYN INVOICE. PRELIM CUS W C CB TAX RULES: NY3NN INVOICED: 06/03/2005 12:22:45 ODOMETER IN: 5774 OUT: 5784 DIST: TOY DATES BEGIN: 06/03/05 DONE: 06/03/05</p>	<p>----- DRIVER/OWNER INFORMATION -- INVOICE: C86300 -----</p> <p>BRANDON CELL: [REDACTED] WORK. [REDACTED] FL [REDACTED]</p> <p>----- VEHICLE INFORMATION -----</p> <p>VIN INXB32E15Z [REDACTED] LICENSE NUMBER: FL XX 05 TOYOTA COROLLA 4DR SDN</p>																																																																
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----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: C86300

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----

TAG: 3150 ADV: Q17 BELL, CY INVOICED: 06/03/2005 12:22:45 CB 05 COROLLA LICENSE NUMBER: FL XX

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE C86300

PARTS	5.83
COURTESY RENTAL	5.83-
TOTAL CHARGE	.00

PAYMENT DISTRIBUTION FOR INVOICE C86300

CASH DUE	.00
TOTAL CHARGE	.00

** CUSTOMER WAITING **

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE CYNTHIA A BELL
MISCELLANEOUS SHOP SUPPLY AND WASTE DISPOSAL CHARGES: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL". THE STATE OF FLORIDA REQUIRES A \$1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE(S.403.718), AND A \$1.50 FEE TO BE COLLECTED FOR EACH NEW OR RE-MANUFACTURED BATTERY SOLD IN THE STATE:(S.403.7185).

PAGE 2
LAST PAGE

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ON LINE SERVICE INVOICING BY

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

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

CUSTOMER

COURTESY TOYOTA/SCION

9210 Adamo Drive • Tampa, Florida 33619
(813) 622-8372

WE HAVE PERFORMED A COURTESY INSPECTION ON THE FOLLOWING ITEMS

1	CK FRONT BRAKES	98 ⁰⁰	% Remaining
2	CK REAR BRAKES	98 ⁰⁰	% Remaining
3	TIRE TREAD DEPTH FRONT	10/10	/32
	TIRE TREAD DEPTH REAR	9/9	/32
	(Tires recommended to be replaced 2/32)		
4	CK ALIGNMENT/TIRE WEAR	✓	
5	SUSPENSION	✓	
6	BRAKE ADJUSTMENT	✓	Rows
7	CK STRUTS AND SHOCKS	✓	
8	CK HYDRAULIC BRAKE	✓	
9	CK EXHAUST SYSTEM	✓	
10	CK ALL DRIVE BELTS	✓	
11	CK FLUID FLUID LEVELS	✓	
12	CK BATTERY	✓	
13	CK WIPER BLADES AND WASHERS	✓	
14	CK EXTERIOR/INTERIOR LIGHTS	✓	
15	CK ENGINE FOR LEAKS (OIL & COOLANT)	✓	
16	CK TRANSMISSION FOR LEAKS	✓	
17	CK RADIATOR AND COOLING SYSTEM	✓	
18	CK DOOR, WINDOW & HORN OPERATION	✓	
19	CHECK CV BOOTS / AXLES	✓	

RECOMMENDED SERVICES

<input type="checkbox"/>	Oil Change	(LOF & EXL)	\$24.95
<input type="checkbox"/>	Air Filter	(AFI)	\$16.95
<input type="checkbox"/>	In Cabin (A/C) air filter	(ACF)	\$69.95
<input type="checkbox"/>	Rear Wiper Blade Replacement	(RWD)	\$19.95
<input type="checkbox"/>	Front Wiper Blade Replacement	(WB)	\$19.95
<input checked="" type="checkbox"/>	4 Wheel Alignment	(4AL)	\$64.95
<input type="checkbox"/>	Front Brakes (incl. Resurf)	(FBJ)	\$159.95
	(Land Cruiser/Sequoia slightly higher)		
<input type="checkbox"/>	Rear Brakes (incl. Resurf)	(RBJ)	\$159.95
	(Land Cruiser/Sequoia slightly higher)		
<input checked="" type="checkbox"/>	Clean & Adjust Brake System	(BRKSVC)	\$34.95
<input type="checkbox"/>	Transmission Fluid Flush	(TRSVCF)	\$129.95
<input type="checkbox"/>	Transmission Service (D&F)	(TR SVC)	\$59.95
<input type="checkbox"/>	Coolant System Flush	(CCSF)	\$99.95
<input type="checkbox"/>	Coolant Service (D&F)	(CCS)	\$39.95
<input type="checkbox"/>	Power Steering System Flush	(PSF)	\$99.95
<input type="checkbox"/>	Fuel Injection Service	(FLS)	\$69.95
<input type="checkbox"/>	Throttle Body Cleaning	(TBS)	\$69.95
<input type="checkbox"/>	Induction System Flush	(IND)	\$119.95
<input type="checkbox"/>	Tire Patch	(PATCH)	\$16.95
<input type="checkbox"/>	Tire(s) Replacement (see advisor for exact estimate)		
<input type="checkbox"/>	Tire Rotation & Brake Inspection	(ROT)	\$19.95
<input type="checkbox"/>	Tire Balance & Rotation	(RNB)	\$39.95
<input type="checkbox"/>	Replace Engine Drive Belts	(DRBLTS)	\$119.95
	(All external belts)		
<input type="checkbox"/>	A/C Power-Foam Cleaning	(ACPF)	\$59.95
<input type="checkbox"/>	Battery Replacement	(BAT)	\$79.95
<input type="checkbox"/>	Battery Service	(BATSVC)	\$19.95
<input type="checkbox"/>	Bulb Replacement	(BULB)	\$9.95 plus bulb
<input type="checkbox"/>	15K or 45K Service Package		See specific vehicle service menu for estimate
<input type="checkbox"/>	30K or 60K Service Package		See specific vehicle service menu for estimate

Technician Name: Ronald W. Eubank #284

TECHNICIAN'S RECOMMENDATIONS

PARTS & SERVICE ESTIMATE

1	Vehicle Drifts Right	
2	Steering Wheel off 0	
3	Checked for Rough Ride Feels Like a Normal Ride Has Slight Very Slight Shake From Rear Possible Balance?	
4		
5		
6		

It's really not a service license a license

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88043

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W86300

BRANDON FL WORK: CELL: WORK: BRANDON FL WORK: CELL: WORK:

----- FOR OFFICE USE ----- VEHICLE INFORMATION

TAG: 3150 ADV: Q17 BELL, CYN INVOICE. PRELIM WAR W C CB VIN 1NXBR32E1SZ LICENSE NUMBER: FL XX
TAX RULES: NY3NN INVOICED: 06/03/2005 12:22:45 05 TOYOTA COROLLA 4DR SDN
ODOMETER IN: 5774 OUT: 5784 DIST: TOY
DATES BEGIN: 06/03/05 DONE: 06/03/05

CONCERN 24 C/S VEHICLE RIDING ROUGHER THAN NORMAL SINCE NEW TIRE INSTALLED. PLEASE OPERATION TECH HOURS AMOUNT
CHK AND ADVISE 042214AAZ Q84 1.5 106.65
CAUSE TIRES BALANCE
CORRECTION REBALANCED ALL FOUR TIRES AND ROAD FORCE BALANCED ONE TIRE
FACTORY TECH: Q84 - EWBANK, RON
COND CODE : 99 FAIL CODE : 42

----- SUBTOTAL -----
LAB-MECHANICAL 106.65
TOTAL CHARGE FOR CONCERN 106.65

CONCERN 51* C/S VEHICLE PULLS SLIGHTLY RIGHT, PLEASE CHK AND ADVISE OPERATION TECH HOURS AMOUNT
CAUSE TOE OFF CAUSING DRIFT 044184DE Q84 2.0 142.20
CORRECTION INSPECTED, READJUSTED. TEST DROVE IN RAIN AND DRY SURFACE
COMMENT CONCERN CORRECTED
PART NUMBER PO# NOTE DESCRIPTION QTY SELL
015058 COURTESY RENTAL @ 25 1 25.00 25.00
FACTORY TECH: Q84 - EWBANK, RON
COND CODE : 3A FAIL CODE : 81

----- SUBTOTAL -----
SUBLET REPAIRS 25 00
LAB-MECHANICAL 142.20
TOTAL CHARGE FOR CONCERN 167 20

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

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9210 Adamo Dr. • Tampa, FL 33619
(813) 622-8372
MVR 07222

We guarantee our service work for 12 months/ unlimited mileage from the date of installation of genuine Toyota parts, or the remainder of any applicable new vehicle warranty, whichever provides the greater coverage. In the event of used parts or non-Toyota replacement parts, we guarantee our service work for 30 days or 1,000 miles whichever occurs first, from the date and mileage at installation. Warranties exclude regular scheduled maintenance items

MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL CHARGES:

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INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W86300

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 3150 ADV: Q17 BELL, CY INVOICED 06/03/2005 12:22:45 CB 05 COROLLA

LICENSE NUMBER: FL XX

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W86300

SUBLET REPAIRS.	25.00
LAB-MECHANICAL	248.85
TOTAL CHARGE	273.85

PAYMENT DISTRIBUTION FOR INVOICE W86300

TOTAL CHARGE	273.85
FAC WARRANTY	273.85

** CUSTOMER WAITING **

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
CUS - CUSTOMERPAY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE CYNTHIA A BELL
VISIT US AT.....COURTESYCARS.COM

PAGE 2
LAST PAGE

88043

ON LINE SERVICE INVOICING BY



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

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68043

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W89539

BRANDON

FL

BRANDON

FL

CELL: [REDACTED]

WORK: [REDACTED]

CELL: [REDACTED]

WORK: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 3548

ADV: G51 RICHARDI, INVOICE. PRELIM WAR W DR

VIN 1NXBR32E15Z [REDACTED]

LICENSE NUMBER: FL XX

TAX RULES: NY3NN INVOICED: 06/24/2005 09:36:12

05 TOYOTA COROLLA

4DR SDN

ODOMETER IN: 6471 OUT: 6472

DIST: TOY

DATES BEGIN: 06/23/05 DONE: 06/24/05

CONCERN 51 C/S RADIO CHANGES CHANNELS ON ITS OWN. INSTALL SOP UNIT
CAUSE INTERNAL FAILURE

OPERATION 860031 TECH HOURS 4 AMOUNT 28 44

CORRECTION INSTALLED RADIO EXCHANGE UNIT

PART NUMBER PO#

NOTE DESCRIPTION

QTY

SELL

TOY 8612002440/T852253

FRGHT

18

10 00

10 00

FACTORY TECH: G47 - BRESEE, SHAWN

FAIL CODE : 73

PART AUTH: DR 062405 09:35

SUBTOTAL

LAB-MECHANICAL 28.44

MISCELLANEOUS 10.00

TOTAL CHARGE FOR CONCERN 38 44

TYPE: W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W89539

LAB-MECHANICAL 28.44

MISCELLANEOUS 10.00

TOTAL CHARGE 38.44

PAYMENT DISTRIBUTION FOR INVOICE W89539

TOTAL CHARGE 38 44

FAC WARRANTY 38.44

IF YOU HAVE ANY QUESTIONS - PLEASE SEE DENNIS J RICHARDI

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LAST PAGE

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INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W04882

BRANDON [REDACTED] FL [REDACTED]
CELL: [REDACTED] WORK: [REDACTED]

BRANDON [REDACTED] FL [REDACTED]
CELL: [REDACTED] WORK: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 4113 ADV: G41 PHILLIPS. INVOICE. PRELIM WAR W FP
TAX RULES. NY3NN INVOICED. 09/30/2005 15 23:30
ODOMETER IN: 9709 OUT: 9709 DIST: TOY
DATES BEGIN: 09/30/05 DONE: 09/30/05

VIN 1NXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
05 TOYOTA COROLLA 4DR SDN

CONCERN 51 CUSTOEMR STATES WINDOW RUNS PULLING DOWN, PLEASE CHECK
CAUSE WINDOW RUNS DEFORMED
CORRECTION REPLACED WINDOW RUNS
COMMENT CONCERN CORRECTED

OPERATION	TECH	HOURS	AMOUNT
671051	G46	.4	28.44

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
TOY 68141-02140			RUN. FR DOOR GLASS.	1	32.34	32.34
TOY 68151-02130			RUN. FR DOOR GLASS.	1	32.34	32.34

FACTORY TECH: G46 - ROVI. COCO
FAIL CODE : 99

SUBTOTAL	
PARTS	93.78
LAB-MECHANICAL	28.44
TOTAL CHARGE FOR CONCERN	122.22

TYPE. W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W04882

PARTS	93.78
LAB-MECHANICAL	28.44
TOTAL CHARGE	122.22

PAYMENT DISTRIBUTION FOR INVOICE W04882	
TOTAL CHARGE	122.22
FAC WARRANTY	122.22

IF YOU HAVE ANY QUESTIONS - PLEASE SEE FRANK R PHILLIPS
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INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W07961

BRANDON [REDACTED] FL [REDACTED]
CELL: [REDACTED] WORK [REDACTED]

BRANDON [REDACTED] FL [REDACTED]
CELL [REDACTED] WORK [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 7719 ADV: G50 GILKES, W INVOICE PRELIM WAR C W BG
TAX RULES. NY3NN INVOICED 10/20/2005 14.59.44
ODOMETER IN 10295 OUT 10295 DIST TOY
DATES BEGIN. 10/20/05 DONE. 10/20/05

VIN 1NXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
05 TOYOTA COROLLA 4DR SDN

CONCERN	CAUSE	CORRECTION	COMMENT	FACTORY	OPERATION	TECH	HOURS	AMOUNT
51	CUSTOMER STATES THAT AFTER ACCELERATING AND YOU RELEASE THE GAS THERE IS A CLICKING NOISE FROM ENGINE AREA BEFORE HITTING THE BRAKES	TEST DRIVEN AND FOUND NORMAL	CANNOT DUPLICATE CONCERN AT THIS TIME TEST DRIVEN 9 MILES	SYSTEM SHOWN NO FAULTS	NC	Q52	0	00
				TECH. Q52 - ADAMS, JOHN				
				FAIL CODE 99				

TYPE: W

----- SUBTOTAL -----
TOTAL CHARGE FOR CONCERN 00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W07961
TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE W07961
FAC WARRANTY .00
TOTAL CHARGE 00

ATTENTION THE FOLLOWING INVOICES ALSO EXIST
CUS - CUSTOMERPAY
IF YOU HAVE ANY QUESTIONS - PLEASE SEE WILLIAM N GILKES
VISIT US AT COURTESYCARS.COM

ON LINE SERVICE INVOICING BY UC8

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X

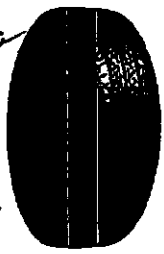
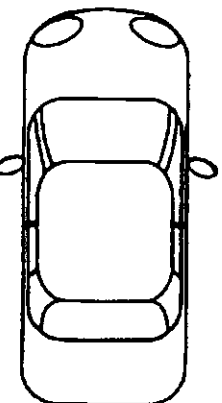
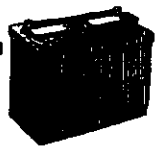
27 POINT VEHICLE INSPECTION

WE PERFORMED THE
FOLLOWING **FREE** INSPECTION
ON YOUR VEHICLE

*PREVENTIVE MAINTENANCE IS
LESS COSTLY THAN REPAIRS*

NAME: [REDACTED]
 YEAR: 2005 MODEL: [REDACTED] MILEAGE: [REDACTED] R.O. NO.: [REDACTED]
 DATE: 10/22/05 HOME PHONE: [REDACTED] BUSINESS PHONE: [REDACTED]

INSPECTION RESULT - OK **WILL REQUIRE FURTHER ATTENTION** **REQUIRES IMMEDIATE ATTENTION**

Inspect Each Service		Info./Estimate	Check Tires/Measure Tire Tread Depth		
CHECK & FILL	<input checked="" type="checkbox"/> Window washer fluid level		Tire Pressure Set to Factory Recommendation		
	<input checked="" type="checkbox"/> Automatic transmission fluid level/condition		LF	RF	
	<input checked="" type="checkbox"/> Brake fluid level/condition		9/32	9/32	
	<input checked="" type="checkbox"/> Power steering level/condition				
	<input checked="" type="checkbox"/> Coolant recovery reservoir fluid level/condition			9/32	
	<input checked="" type="checkbox"/> Transaxle, transfer case, clutch reservoir fluid/condition (as equipped)				
	<input checked="" type="checkbox"/> Windshield for cracks, chips and pitting				
	<input checked="" type="checkbox"/> Operation of horn, interior and exterior lights		LR	RR	
	<input checked="" type="checkbox"/> Windshield washer spray and wiper operation		50% or more remaining		
	<input checked="" type="checkbox"/> Cooling system for visible leaks and damage		20% - 50% remaining		
<input checked="" type="checkbox"/> Oil and/or fluid leaks (Specify _____)		Less than 20% remaining			
<input checked="" type="checkbox"/> Constant velocity (CV) drive axle boots (if equipped)		Measure Front / Rear Brake Linings			
IR	<input checked="" type="checkbox"/> Exhaust system (leaks, visible damage, loose parts)		LF	RF	
	<input checked="" type="checkbox"/> Drive belt(s)				
	<input checked="" type="checkbox"/> Steering, steering linkages/wheel end play/bearings				
	<input checked="" type="checkbox"/> Suspension (shocks/struts for bounce/leaks/damage)				
	<input checked="" type="checkbox"/> Brake lines, hoses, parking brake				
	<input checked="" type="checkbox"/> Battery terminals (clean, if necessary)			LR	RR
	<input checked="" type="checkbox"/> Clutch operation (if equipped)				
	Recommended Additional Services				Brake Measurements Not Taken This Service Visit <input type="checkbox"/>
<input checked="" type="checkbox"/> Rotate Tires		50% or more remaining			
<input checked="" type="checkbox"/> Air Filter		20% - 50% remaining			
<input checked="" type="checkbox"/> Wiper Inserts		Less than 20% remaining			
<input checked="" type="checkbox"/> Tire Repair		Check Battery Performance			
<input checked="" type="checkbox"/> Brakes (Specify)		<input checked="" type="checkbox"/> Good		Actual Cold Cranking Amps and/or attach test results 661 CCA	
<input checked="" type="checkbox"/> Other		<input type="checkbox"/> Bad			

*15.000
W/RT VISIT*



865-1175

Courtesy Kia
9208 Adamo Drive
Tampa, FL 33619

FOR FURTHER INFORMATION ASK FOR:

ASSISTANT SERVICE MANAGER



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----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: C07961

BRANDON [REDACTED] FL [REDACTED] BRANDON [REDACTED] FL [REDACTED]
CELL: [REDACTED] WORK [REDACTED] CELL: [REDACTED] WORK [REDACTED]

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----
TAG: 7719 ADV: G50 GILKES, W INVOICE PRELIM CUS C W AR VIN 1NXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
TAX RULES: NY3NN INVOICED: 10/20/2005 15:23:49 05 TOYOTA COROLLA 4DR SON
ODOMETER IN. 10295 OUT 10295 DIST. TOY
DATES BEGIN: 10/20/05 DONE 10/20/05

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT		
01	ENGINE OIL & FILTER CHANGE W/LUBE ADJUST TIRE PRESSURE + ADD FLUID	\$24.95	Q52	12.96		
CORRECTION	-COMPLETED-	LOF		*		
COMMENT	\$24.95					
	<i>Aliana Perera</i>					
	<i>cut for her 2nd oil change!</i>					
PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	AMOUNT
TOY KITLOFA1			OIL FILTER 4 CYL	1	**	**
TOY KITLOFA1			OIL FILTER 4 CYL	1	**	**
TOY 90915-YZZF1			FILTER S/A, OIL	1S	3.45	3.45
TOY NPOIL		GOG	*****	5B	1.59	7.95
TOY 90430-12028			GASKET	1S	.58	.58
FACTORY	TECH. Q52 - ADAMS, JOHN					
				----- SUBTOTAL -----		
				PARTS		4.03
				GAS-OIL-GREASE		7.95
				HAZARDOUS WASTE CHG		1.69
				LAB-MECHANICAL		12.96
				TOTAL CHARGE FOR CONCERN		26.63

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT	
24	ROTATE TIRES PLUS BRAKE INSPECTION	\$15.95	Q52	5	
CORRECTION	COMPLETE TIRE ROTATION AND BRAKE INSPECTION	ROT			
FACTORY	TECH. Q52 - ADAMS, JOHN				
TYPE. C	LINE FLAGS NOS				
				TOTAL CHARGE FOR CONCERN	15.00

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CUSTOMER

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INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: C07961

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 7719 ADV: G50 GILKES, INVOICED 10/20/2005 15.23 49 AR 05 COROLLA

LICENSE NUMBER: FL XX

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C07961

PARTS	4 03
GAS-OIL-GREASE	7 95
SUPPLIES	2 00
HAZARDOUS WASTE CHG	1.69
LAB-MECHANICAL	27 96
SUB-TOTAL	43.63
SALES TAX	2 62
COUNTY TAX	.44
TOTAL CHARGE	46 69

PAYMENT DISTRIBUTION FOR INVOICE C07961

TOTAL CHARGE	46 69
CASH DUE	46.69

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE WILLIAM N GILKES
MISCELLANEOUS SHOP SUPPLY AND WASTE DISPOSAL CHARGES: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL". THE STATE OF FLORIDA REQUIRES A \$1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE(S.403.718).AND A \$1.50 FEE TO BE COLLECTED FOR EACH NEW OR RE-MANUFACTURED BATTERY SOLD IN THE STATE (S 403.7185).

PAGE 2
LAST PAGE

89043
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----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W13703

BRANDON FL [REDACTED] BRANDON FL [REDACTED]
CELL: [REDACTED] WORK: [REDACTED] CELL: [REDACTED] WORK: [REDACTED]

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----
TAG: 0145 ADV: Q33 RHODES, A INVOICE: PRELIM WAR W M AR VIN INXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
TAX RULES: NY3NN INVOICED: 11/28/2005 12:50 48 05 TOYOTA COROLLA 4DR SDN
ODOMETER IN: 11434 OUT: 11434 DIST TOY
DATES BEGIN: 11/28/05 DONE 11/28/05

CONCERN 51 OWNER STATES CHECK ENGINE LIGHT ON OPERATION TECH HOURS AMOUNT
CAUSE OWNER STATES CHECK ENGINE LIGHT 0 237811 G46 .5 35.55
CORRECTION FOUND CODES P055,P0441 EVAPORATIVE EMISSION CONTROL SYSTEM LEAK /
COMMENT SYSTEM INCORRECT PURGE FLOW, REPLACED CARCOAL CANISTER
PART NUMBER PO# NOTE DESCRIPTION QTY SELL
TOY 77740-02130 CANISTER ASSY, CHARC 1 145.34 145.34
PARTS: COUNT 1
FACTORY TECH: G46 - ROVI, COCO
COND CODE : 99 FAIL CODE : 99

----- SUBTOTAL -----
PARTS 210.74
LAB-MECHANICAL 35.55
TOTAL CHARGE FOR CONCERN 246.29

CONCERN 52 OWNER STATES CLICKING IN BRAKES OPERATION TECH HOURS AMOUNT
CAUSE OWNER STATES CLICKING IN BRAKES NC G46 .0 .00
CORRECTION NORMAL NOISE FROM BRAKE PADS FOUND
FACTORY TECH: G46 - ROVI, COCO
FAIL CODE 99

----- SUBTOTAL -----
TOTAL CHARGE FOR CONCERN 00

----- GRAND TOTALS -----
SUMMARY OF CHARGES FOR INVOICE W13703 PAYMENT DISTRIBUTION FOR INVOICE W13703
PARTS 210.74 TOTAL CHARGE 246.29
LAB-MECHANICAL 35.55 FAC WARRANTY 246.29
TOTAL CHARGE 246.29

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* This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.*

The state of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718) and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

DISCLAIMER OF WARRANTIES

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 the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

88043

----- INVOICE TO -----
[REDACTED] NAD. 091241
DEERFIELD BEACH FL [REDACTED]

----- DRIVER/OWNER INFORMATION -- INVOICE: M13703 -----
[REDACTED]
BRANDON FL [REDACTED]
CELL. [REDACTED] WORK: [REDACTED]

----- FOR OFFICE USE -----
TAG: 0145 ADV: Q33 RHODES, A INVOICE: PRELIM MFG W M AR
TAX RULES. NY3NN INVOICED. 11/28/2005 12:50:48
ODOMETER IN: 11434 OUT. 11434 DIST: TOY
DATES BEGIN: 11/28/05 DONE: 11/28/05

----- VEHICLE INFORMATION -----
VIN 1NXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
05 TOYOTA COROLLA 4DR SDN

CONCERN	CAUSE	CORRECTION	COMMENT	OPERATION	TECH	AMOUNT
53* RENTAL CAR	OWNER STATES CHECK ENGINE LIGHT	RENTAL CAR	AUTH # 53321067A	RENTALCAR	001	.00
	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL
FACTORY	TECH: 001 - L01, L01	019972		COURTESY RENTAL	1	35.00

----- SUBTOTAL -----	
SUBLET REPAIRS	35.00
TOTAL CHARGE FOR CONCERN	35.00

----- GRAND TOTALS -----		----- PAYMENT DISTRIBUTION FOR INVOICE M13703 -----	
SUMMARY OF CHARGES FOR INVOICE M13703		TOTAL CHARGE	35.00
SUBLET REPAIRS	35.00	MFG EXT SVC	NAD 091241 35.00
TOTAL CHARGE	35.00	JM&A GROUP	
		POLICY# 30587243	

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ALAN J RHODES

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

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VISIT US AT: www.courtesycars.com



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(813) 622-8372
MVR 07222

We guarantee our service work for 12 months/ unlimited mileage from the date of installation of genuine Toyota parts, or the remainder of any applicable new vehicle warranty, whichever provides the greater coverage. In the event of used parts or non-Toyota replacement parts, we guarantee our service work for 30 days or 1,000 miles whichever occurs first, from the date and mileage at installation. Warranties exclude regular scheduled maintenance items.

MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL CHARGES:

* This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.*

The state of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718) and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

DISCLAIMER OF WARRANTIES

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 the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

----- INVOICE TO -----

----- DRIVER/OWNER INFORMATION -- INVOICE: W15574

BRANDON [REDACTED] FL [REDACTED]
CELL [REDACTED] WORK [REDACTED]

BRANDON [REDACTED] FL [REDACTED]
CELL [REDACTED] WORK [REDACTED]

----- FOR OFFICE USE -----

----- VEHICLE INFORMATION -----

TAG: 1215 ADV: Q33 RHODES, A INVOICE PRELIM WAR W I AR
TAX RULES: NY3NN INVOICED: 12/15/2005 10:23 13
ODOMETER IN: 11613 OUT: 11613 DIST: TOY
DATES BEGIN: 12/09/05 DONE: 12/15/05

VIN 1NXBR32E15Z [REDACTED] LICENSE NUMBER: FL XX
05 TOYOTA COROLLA 4DR SDN
STOCK# GFKH4655 INV ACCT 8067D

CONCERN	CAUSE	CORRECTION	OPERATION	TECH	HOURS	AMOUNT
51	OWNER STATES CHECK ENGINE LIGHT ON	SPECIAL ORDER VSV VALVE / MREPLACED VALVE	DPO451	G46	3	21.33
51-1	NO CHARGE		NC	G46		.00

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	AMOUNT
TOY 77300-33070	020288		COURTESY RENTAL	1	158.00	158.00
SPO 25860-0D050			CAP ASSY, FUEL TANK	1	9.11	9.11
PARTS COUNT 2			VALVE ASSY, VACUUM S	1	40.74	40.74
FACTORY TECH: G46 - ROVI, COCO						
FAIL CODE . 99						
51-1 FAIL CODE . 99						

----- SUBTOTAL -----	
PARTS	72.28
SUBLET REPAIRS	158.00
LAB-MECHANICAL	21.33
TOTAL CHARGE FOR CONCERN	251.61

TYPE: W

CONCERN	CAUSE	CORRECTION	OPERATION	TECH	HOURS	AMOUNT
53*	OWNER STATES CHECK ENGINE LIGHT ON	FOUND LEAK AND FUEL CAP AND VSV VALVE / ORDER VALVE AND REPLACED	237371	G46	2	14.22
53-1	NO CHARGE					
FACTORY TECH: G46 - ROVI, COCO						
COND CODE . BA		FAIL CODE . 14				

----- SUBTOTAL -----	

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

88043

1079

UCS

ON LINE SERVICE INVOICING BY

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(813) 622-8372
MVR 07222

We guarantee our service work for 12 months/ unlimited mileage from the date of installation of genuine Toyota parts, or the remainder of any applicable new vehicle warranty, whichever provides the greater coverage. In the event of used parts or non-Toyota replacement parts, we guarantee our service work for 30 days or 1,000 miles whichever occurs first from the date and mileage at installation. Warranties exclude regular scheduled maintenance items

MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL CHARGES:

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DISCLAIMER OF WARRANTIES

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The state of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718) and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s. 403 7185).

88043

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W15574	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 1215	ADV: Q33 RHODES, INVOICED: 12/15/2005 10-23-13 AR	05 COROLLA	LICENSE NUMBER: FL XX
TYPE: W		LAB-MECHANICAL	14 22
		TOTAL CHARGE FOR CONCERN	14 22
CONCERN 54* OWNER STATES CHECK ENGINE LIGHT ON		OPERATION	TECH HOURS AMOUNT
CAUSE OWNER STATES CHECK ENGINE LIGHT		178011X	G46 .5 35.55
CORRECTION FOUND LARGE LEAK AND TOP OF GAS TANK AT O RING(NOT SEATED CORRECT)			
COMMENT RESEATED O RING SEAL			
FACTORY TECH: G46 - ROVI, COCO			
COND CODE : 8A	FAIL CODE : 48		
		----- SUBTOTAL -----	
TYPE: W		LAB-MECHANICAL	35.55
		TOTAL CHARGE FOR CONCERN	35.55
----- GRAND TOTALS -----			
SUMMARY OF CHARGES FOR INVOICE W15574		PAYMENT DISTRIBUTION FOR INVOICE W15574	
PARTS	72.28	TOTAL CHARGE	301.38
SUBLET REPAIRS	158.00		
LAB-MECHANICAL	71.10	FAC WARRANTY	301.38
TOTAL CHARGE	301.38		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
INT - INTERNAL			
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ALAN J RHODES			
VISIT US AT... COURTESYCARS.COM			
		PAGE 2 LAST PAGE	
I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X			

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(813) 622-8372
MVR 07222

We guarantee our service work for 12 months/ unlimited mileage from the date of installation of genuine Toyota parts, or the remainder of any applicable new vehicle warranty, whichever provides the greater coverage. In the event of used parts or non-Toyota replacement parts, we guarantee our service work for 30 days or 1,000 miles whichever occurs first, from the date and mileage at installation. Warranties exclude regular scheduled maintenance items

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88043

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: I15574

BRANDON
CELL: [REDACTED]

FL [REDACTED]

WORK: [REDACTED]

BRANDON
CELL: [REDACTED]

FL [REDACTED]

WORK: [REDACTED]

FOR OFFICE USE -----

VEHICLE INFORMATION -----

TAG: 1215 ADV: Q33 RHODES, A INVOICE. PRELIM INT W I AR
TAX RULES: NY3NN INVOICED: 12/15/2005 10:23:13
ODMETER IN: 11613 OUT: 11613 DIST: TOY
DATES BEGIN: 12/09/05 DONE: 12/15/05

VIN 1NXBR32E15Z397738 LICENSE NUMBER: FL XX
05 TOYOTA COROLLA 4DR SDN
STOCK# GFKH4655 INV ACCT 8067D

CONCERN 48* DETAIL CUSTOMER CAR
CORRECTION EXTERIOR HAND WASH AND VACUUM. ALSO INCLUDES TIRES GLOSS & WINDOWS
FACTORY TECH: R28 - DANIELS, MAURIC

OPERATION	TECH	HOURS	AMOUNT
DETO	R28	1 0 *	19.95

----- SUBTOTAL -----

LAB-MECHANICAL	19.95
TOTAL CHARGE FOR CONCERN	19.95

CONCERN 52 OWNER STATES NEED RENTAL CAR
CORRECTION COUPON RENTAL VEHICLE
FACTORY TECH: 001 - L01, L01

OPERATION	TECH	HOURS	AMOUNT
RENTAL	001	.0	.00

----- SUBTOTAL -----

TOTAL CHARGE FOR CONCERN	.00
--------------------------	-----

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE I15574
LAB-MECHANICAL 19.95
TOTAL CHARGE 19.95

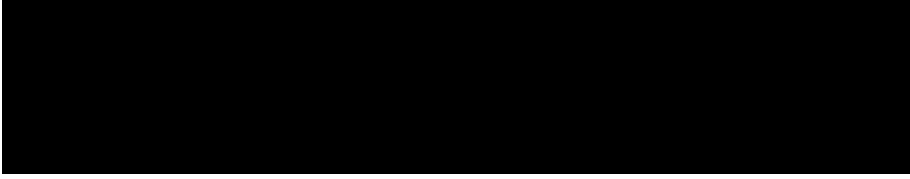
PAYMENT DISTRIBUTION FOR INVOICE I15574

TOTAL CHARGE	19.95
INTERNAL	19.95

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ALAN J RHODES

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! ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE. X



Case Activity Report

Case # : 0910122392 **Case Type :** GENERAL **Owner's Group :** DR
Brand : Toyota **Case/Activity Last Updated :** 10/14/2009 09:04:38 AM
Case Title : REFERRALS ; REFERRALS ; OTHER/NOT APPLICABLE ; NOT APPLICABLE

CUSTOMER INFORMATION		VEHICLE INFORMATION		CASE INFORMATION	
NAME :		VIN :	1NXBR32E35Z	STATUS :	Closed
ADDR1 :		MODEL YR. :	2005	SUB-STATUS :	Completed
ADDR2 :		MODEL :	COROLLA	SOURCE :	CUSTOMER
CITY, STATE, ZIP :	LOS ANGELES CA	GRADE :	S	INITIAL CHANNEL :	Letter - Inbound
COUNTRY :	USA	MODEL NUMBER :	1812	OWNER :	MARINV
PRIM. PHONE :		ENGINE :	1ZZ	CREATED DATE :	10/14/2009 09:00:18 AM
ALT PHONE :		TRANSMISSION :	4ECT	CREATED BY :	MARINV
FAX NUMBER :		SELLING DEALER CODE & NAME :	04034 QUALITY TOYOTA	CREATOR'S GROUP :	DR
EMAIL ADDRESS :		DOFU :	03/17/2005	CLOSED DATE :	10/14/2009 09:04:38 AM
		CURRENT MONTHS :	55	CLOSED BY :	MARINV
		CURRENT MILES :		CLOSER'S GROUP :	DR
		INCIDENT MILES :			
		CERTIFIED :	No		

DEALER INFORMATION		CLOSING SUMMARY	
PRIMARY DEALER CODE & NAME :	04195 TOYOTA CENTRAL, LTD.	CSAT :	Unknown
REGION CODE - NAME :	11 - Los Angeles	CLOSE APPROVED BY :	
DISTRICT :	04	CLOSE APPROVED :	
SECONDARY DEALER CODE & NAME :		# OF CLOSE EXTENSIONS :	0
REGION CODE - NAME :			
DISTRICT :			

ACTIVITIES							
1-GZBQT	10/14/2009 08:55:49 AM / Letter - Inbound	Done	MARINV / DR Admin	==LEMON LAW== Ltr rcvd from Atty (Consumer Legal Service). Atty sts as per Magnuson Moss Act and UCC, and CLRA cust seeks to pursue Lemon Law due to issues not disclosed Atty instructs to not contact customer.	Sent to outside Attorney Sean Beatty		10/14/2009 09:04:29 AM

This information is confidential and proprietary to Toyota ; Please refer to guidelines/policies for restrictions on use.

M. NICHOLAS NITA
DAVID N. BARRY
JESSICA D. LEW
KRISTINA P. STEPHENSON
RONALD J. BOLZ*
CHRISTOPHER M. LOVASZ**

STEVEN S. TOTH**

*Licensed in IL, IN, OH and WI only

**Licensed in MI and WI only

CONSUMER
LEGAL
SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

October 7, 2009

TOYOTA MOTOR SALES, U.S.A., INC.
National Headquarters
19001 S. Western Avenue
Mail Drop H200
Torrance, California 90509-2991

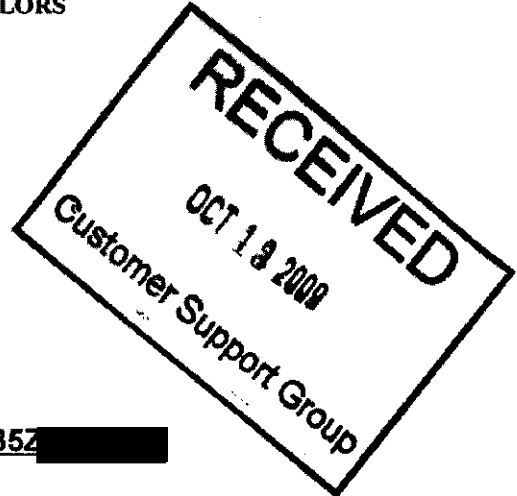
Re: 2005 Toyota Corolla (VIN# 1NXBR32E35Z [REDACTED]

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents [REDACTED] regarding the purchase/lease of a 2005 Toyota Corolla. This firm will refrain from filing a lawsuit for 14 days in an effort to resolve this matter prior to litigation. In order to assist you in evaluating this matter, please see attached copies of [REDACTED] repair orders.

[REDACTED] has submitted the 2005 Toyota Corolla for vehicle defects on at least four (4) occasions, and/or at least two times for a safety defect, and/or it has been out of service for repair for 30 days or more. The limited written warranty provides that TOYOTA MOTOR SALES, U.S.A., INC. or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that TOYOTA MOTOR SALES, U.S.A., INC.'s inability to repair this vehicle after four attempts, and/or its inability to repair this vehicle's safety defect after two attempts, and/or for the vehicle being out of service for repair for 30 days or more is a violation of both the Song-Beverly Warranty Act and the Consumer Legal Remedies Act. As such, [REDACTED] respectfully requests that TOYOTA MOTOR SALES, U.S.A., INC. repurchase the 2005 Toyota Corolla and pay her attorney fees and costs.

More specifically, please take notice that pursuant to California Civil Code §1782(a)(1) the above acts and omissions on your behalf violate California Civil Code §§1770(a)(2) Misrepresenting the source, sponsorship, approval, or certification of goods or services;(7) Representing that goods or services are of a particular standard, quality, or grade; or that goods are of a particular style or model, if they are of another; and (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.



October 7, 2009
TOYOTA MOTOR SALES, U.S.A., INC.
Re: 2005 Toyota Corolla
Page 2

Therefore, pursuant to California Civil Code §1782(a)(2) my client demands that you correct, repair, or otherwise rectify said violations of California Civil Code §1770 by repurchasing the vehicle. As stated above, this firm will refrain from filing a lawsuit for 14 days.

Please be further advised that all communication regarding this matter must be directed to my office.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

CONSUMER LEGAL SERVICES, P.C.

M. Nicholas Nita, Esq.

Enclosures
MNN:jt



TOYOTA CENTRAL • SCION CENTRAL



1600 South Figueroa Street • Los Angeles, CA 90015-0328

PHONE (213) 748-8301

WWW.TOYOTACENTRALLA.COM

B.A.R. # AB-007486

E.P.A.# CAD983670811

CUSTOMER NO. 23718	NAME SALVADOR RAMIREZ	AGE 447	TRF NO. 2122	ISSUE DATE 08/11/06	ISSUE NO. TC0589488
LABOR RATE	MESSAGE	13,556		COLOUR BLUE/	TRF NO. 280195A
LOS ANGELES, CA	VEHICLE MAKE/USE 05/TOYOTA/COROLLA/4 DOOR SEDAN			DELIVERY DATE 01/18/08	DELIVERY MILE 27,870
	VEHICLE ID NO. 1NXBR32E35Z			SELLING DEALER NO.	PRODUCTION DATE 01/03/05
	P.T.S. NO.	P.C. NO.		ISSUE DATE 08/11/06	
BUSINESS PHONE	COMMENTS				MO: 13557

LABOR
INTERMEDIATE SERVICE SPECIAL:
 CUSTOMER REQUESTS INTERMEDIATE SERVICE SPECIAL:
 ENGINE OIL AND FILTER CHANGE
 TIRE ROTATION AND SET TIRE PRESSURE
 COMPUTERIZED WHEEL ALIGNMENT CHECK
 CHANGE AIR FILTER
 INSPECT BELTS, HOSES, LIGHTS & WIPERS
 BASIC BATTERY SERVICE
 INSPECT, CLEAN AND ADJUST BRAKES
 INSPECT FUEL AND EXHAUST SYSTEMS
 CHECK ALL FLUID LEVELS AND ROAD TEST
 BALANCE WHEELS
 FRONT BRAKES 80% -- REAR BRAKES 85%
 COMPLETED INTERMEDIATE SERVICE SPECIAL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	90915-YZZF2	FILTER S/A. OIL	6.06	6.06
	1	90430-12031	GASKET	1.12	1.12
	5	OIL	MOTOR OIL 5W30	1.65	8.25
	1	WW	WHINSHIELD WASHER	1.25	1.25
	1	17801-00020	ELEMENT SUB-ASSY.	17.28	17.28
	1	BC	BRAKE CLEANER	4.15	4.15
TOTAL - PARTS					38.11

ACKNOWLEDGE NOTICE AND CONSENT APPROVAL OF AN INCREASE IN THE FINANCIAL RESTRICTED PRICE

CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"



PRIVACY NOTICE TO CONSUMER
 (DISCLOSURE OF NON-GENERIC PERSONAL INFORMATION)
 In connection with your purchase, Toyota Motor Sales, U.S.A., Inc. (Toyota Motor Sales) may collect information about you, as required in this notice, which we handle as stated in this notice.

1. Whether you wish to provide information about you (personal information):

(a) Information we collect from you on a voluntary basis:

(b) Information that you provide to us on a voluntary basis:

(c) Information we collect from a third party:

(d) Information we collect from a public source:

(e) Information we collect from a non-affiliated third party:

(f) Information we collect from a non-affiliated third party:

(g) Information we collect from a non-affiliated third party:

(h) Information we collect from a non-affiliated third party:

(i) Information we collect from a non-affiliated third party:

(j) Information we collect from a non-affiliated third party:

(k) Information we collect from a non-affiliated third party:

(l) Information we collect from a non-affiliated third party:

(m) Information we collect from a non-affiliated third party:

(n) Information we collect from a non-affiliated third party:

(o) Information we collect from a non-affiliated third party:

(p) Information we collect from a non-affiliated third party:

(q) Information we collect from a non-affiliated third party:

(r) Information we collect from a non-affiliated third party:

(s) Information we collect from a non-affiliated third party:

(t) Information we collect from a non-affiliated third party:

(u) Information we collect from a non-affiliated third party:

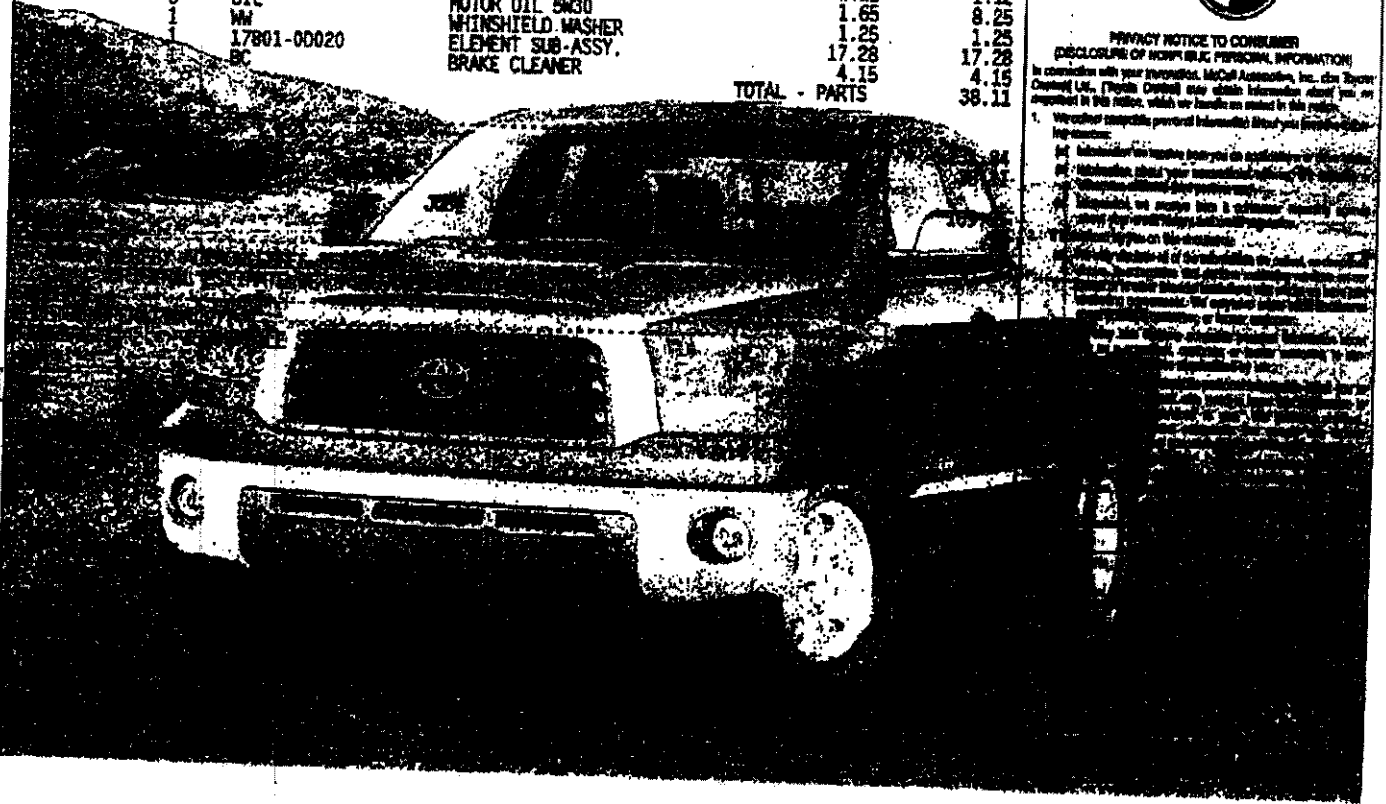
(v) Information we collect from a non-affiliated third party:

(w) Information we collect from a non-affiliated third party:

(x) Information we collect from a non-affiliated third party:

(y) Information we collect from a non-affiliated third party:

(z) Information we collect from a non-affiliated third party:





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1800 South Figueroa Street • Los Angeles, CA 90015-0328

PHONE (213) 748-8301

WWW.TOYOTACENTRALLA.COM

B.A.R. # AB-007468

E.P.A.# CAD983670811

CUSTOMER NO. 23718	ADDRESS SALVADOR RAMIREZ	447	SALE NO. 2122	DATE 08/11/06	INVOICE NO. 70CS89488
LABOR RATE	RELEASE	13,556	COLOR BLUE/	STOCK NO. 280195A	
YEAR / MAKE / MODEL 05 / TOYOTA / COROLLA / 4 DOOR SEDAN	DELIVERY DATE 01/18/08	DELIVERY MILE 27,870	VEHICLE ID NO. 1N X B R 3 2 E 3 5 Z	SELLING DEALER NO.	PROGRAM DATE 01/03/05
R.T.E. NO.	P.O. NO.		DATE 08/11/06		
BUSINESS PHONE	COMMENTS				NO: 13557

TOTALS

 * [] CASH [] CHECK CK NO. [] *
 * [] VISA [] MASTERCARD [] DISCOVER *
 * [] AMERICAN EXPRESS [] OTHER *
 * [] CHARGE CHARGE# *

TOTAL LABOR... 131.84
 TOTAL PARTS... 38.11
 TOTAL SUBLET... 0.00
 TOTAL G.D.G... 0.00
 TOTAL MISC CHG... 0.00
 TOTAL MISC DISC... 0.00
 TOTAL TAX..... 3.14
TOTAL INVOICE \$ 173.09

I ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY (H/PCF)

CUSTOMER SIGNATURE

SERVICE HOURS
MONDAY - SATURDAY 7:00 am to 6:00 pm
"Hablamos Español"



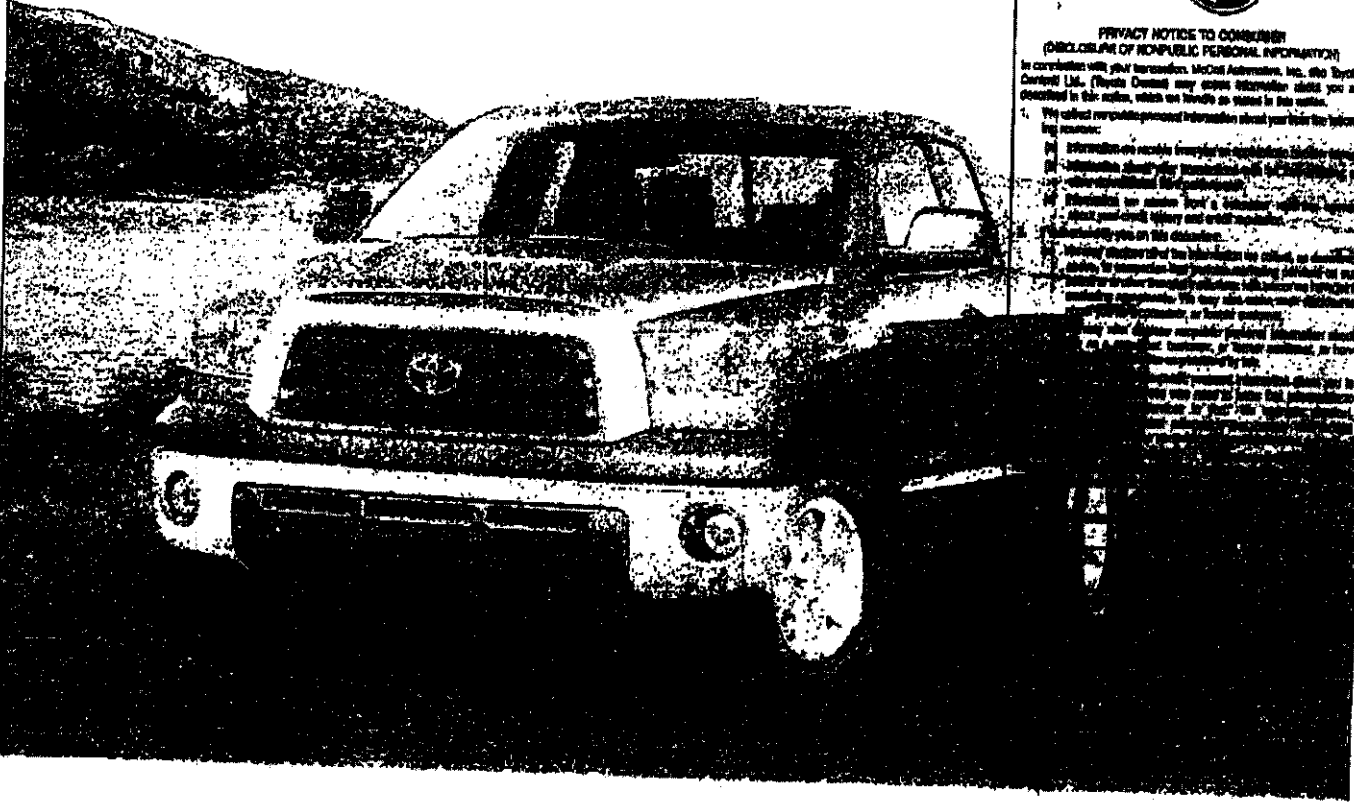
THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

PRIVACY NOTICE TO CONSUMER
 (DISCLOSURE OF NONPUBLIC PERSONAL INFORMATION)
 In connection with your transaction, Toyota Motor Sales, U.S.A., Inc. (Toyota) may collect information about you as described in this notice, which we handle as stated in this notice.

- We collect nonpublic personal information about you from the following sources:
 - Information you provide to us in connection with your transaction.
 - Information about your transaction with us that we receive from other Toyota dealers.
 - Information we receive from a third party that we use to contact you about your vehicle history and credit application.
 - Information you provide to us in connection with your transaction.
 - Information we receive from a third party that we use to contact you about your vehicle history and credit application.
- We may disclose your nonpublic personal information to our employees, agents, contractors, and other personnel who need to know this information to provide you with the services you request. We may also disclose your nonpublic personal information to our authorized representatives.
- We may disclose your nonpublic personal information to our employees, agents, contractors, and other personnel who need to know this information to provide you with the services you request. We may also disclose your nonpublic personal information to our authorized representatives.





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PHONE (213) 748-8301

WWW.TOYOTACENTRALA.COM

B.A.R. # AB-007466

E.P.A. # CAD983670811

CUSTOMER NO. 23718	NAME LUIS MENDOZA	AGE 446	DOB NO. 8855	DATE 01/18/07	INVOICE NO. TOCS103594
LABOR RATE	SALES TAX	REGISTRATION	MILEAGE 18,758	COLOR BLUE/	STOCK NO. 280195A
LOS ANGELES, CA	YEAR/MAKE/MODEL 05/TOYOTA/COROLLA/4 DOOR SEDAN	DELIVERY DATE 01/18/08	DELIVERY MILE 27,870	SALES DEALER NO. 01/03/05	
	VEHICLE ID NO. 1NXBR32E35Z				
	R.T.E. NO.	R.G. NO.		01/18/07	
	BUSINESS PHONE	COMMENTS			

JOB# 1 CHARGES MO: 18760

LABOR
 OF 1.0180Z-LEF... EDGE, OIL & FILTER...
 CUSTOMER REQUESTED LUBE, OIL AND FILTER CHANGE
 INCLUDES "FREE" 27 POINT INSPECTION
 FRONT BRAKES HAS 80% REAR HAS 90% REMAINING
 COMPLETED LUBE, OIL & FILTER CHANGE.
 COMPLETED 27 POINT INSPECTION.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	90915-YZZF2	FILTER S/A. OIL	6.06	6.06
	1	90430-12031	GASKET	1.12	1.12
	5	OIL	MOTOR OIL 5W30	2.15	10.75
				TOTAL - PARTS	17.93

MISC	CODE	DESCRIPTION	CONTROL NO		
	101	HAZARD WASTE FEE		2.25	
				TOTAL - MISC	2.25

JOB# 1 TOTALS
 LABOR 7.00
 PARTS 17.93
 MISC 2.25
JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 27.18

INFORMATION NOTICE AND OIL APPROVAL OF AN INCREASE IN THE CURRENT ESTIMATED PRICE

CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

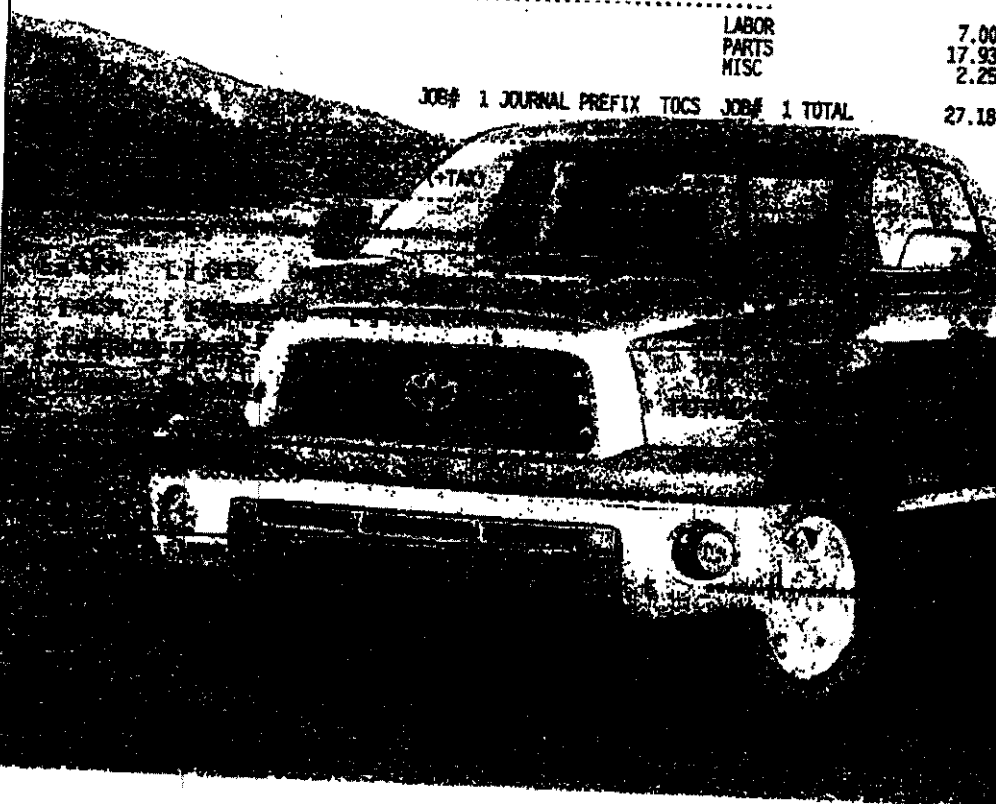
CUSTOMER SIGNATURE

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"



TOYOTA
EXPRESS LUBE

PRIVACY NOTICE TO CONSUMER
 (DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION)
 In connection with your registration, we collect personal information about you as described in this notice, which we handle as stated in this notice.



Printed and Photo Copy... 12/14/09



TOYOTA CENTRAL • SCION CENTRAL



1600 South Figueroa Street • Los Angeles, CA 90015-0328

PHONE (213) 748-8301

WWW.TOYOTACENTRAL.COM

B.A.R. # AB-007466

E.P.A. # CAD983670811

CUSTOMER NO. 23718	NAME RICARDO ASCENCIO	AGE 451	DOB NO. 4180	ISSUE DATE 07/11/07	ISSUE NO. TOCS120367
LABOR RATE	RELEASE	24,512		COLOR BLUE/	STOCK NO. 280195A
LOS ANGELES, CA	YEAR / MAKE / MODEL 05 / TOYOTA / COROLLA / 4 DOOR SEDAN	DELIVERY DATE 01/18/08	DELIVERY MILE 27,870		
VIN 1NXBR32E35Z	INSTRUMENT CLUSTER NO.	INSTRUMENT CLUSTER NO.	INSTRUMENT CLUSTER NO.	INSTRUMENT CLUSTER NO.	INSTRUMENT CLUSTER NO.
R.T.E. NO.	P.O. NO.	DATE 07/11/07			
BUSINESS PHONE	COMMENTS				

MO: 24513

- LABOR**
- MORI Visually Inspect Brake Linings/Drums & Pads/Brscs A11
 - MCBC Check Battery Condition (Storage Capacity Test) A11
 - MCLUOP Inspect Clutch Operation (if equipped) A11
 - MESC Inspect Muffler/Exhaust Pipes/Mountings A11
 - MINSACF Inspect Air Conditioning Filter (if equipped) A11
 - MINSAF Inspect Air Filter A11
 - MINSBC Inspect Battery Terminals/Cables/Mountings A11
 - MINSBJDC Inspect Ball Joints & Dust Covers A11
 - MINSBLH Inspect Brake Lines/Hoses/Parking Brake Cable A11
 - MINSBCH Inspect Nuts/Bolts on Chassis A11
 - MINSBCL Inspect Cooling System Hoses A11
 - MINSDB Inspect Drive Shaft Boots/CV Boots/U-Joints/Trans Link A11
 - MINSDB Inspect Drive Belts A11
 - MINSDFL Inspect Engine Oil and/or Fluid Leaks A11
 - MINSDFG Inspect Fuel Filler Cap Gasket A11
 - MINSDFL Inspect Fluid Levels A11
 - MINSFLN Inspect Fuel Lines A11
 - MINSFT Inspect Fuel Tank, Connections, & Hoses A11
 - MINSFT Inspect Horn Operation A11
 - MINSFT Inspect Head/Tail/Hazard Lights, Turn Signals, Ext Lamps A11
 - MINSFT Inspect Radiator Core & A/C Condenser (if equipped) A11
 - MINSFT Inspect Steering Linkage & Boots A11
 - MINSFT Inspect Suspension/Suspension A11

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE
CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

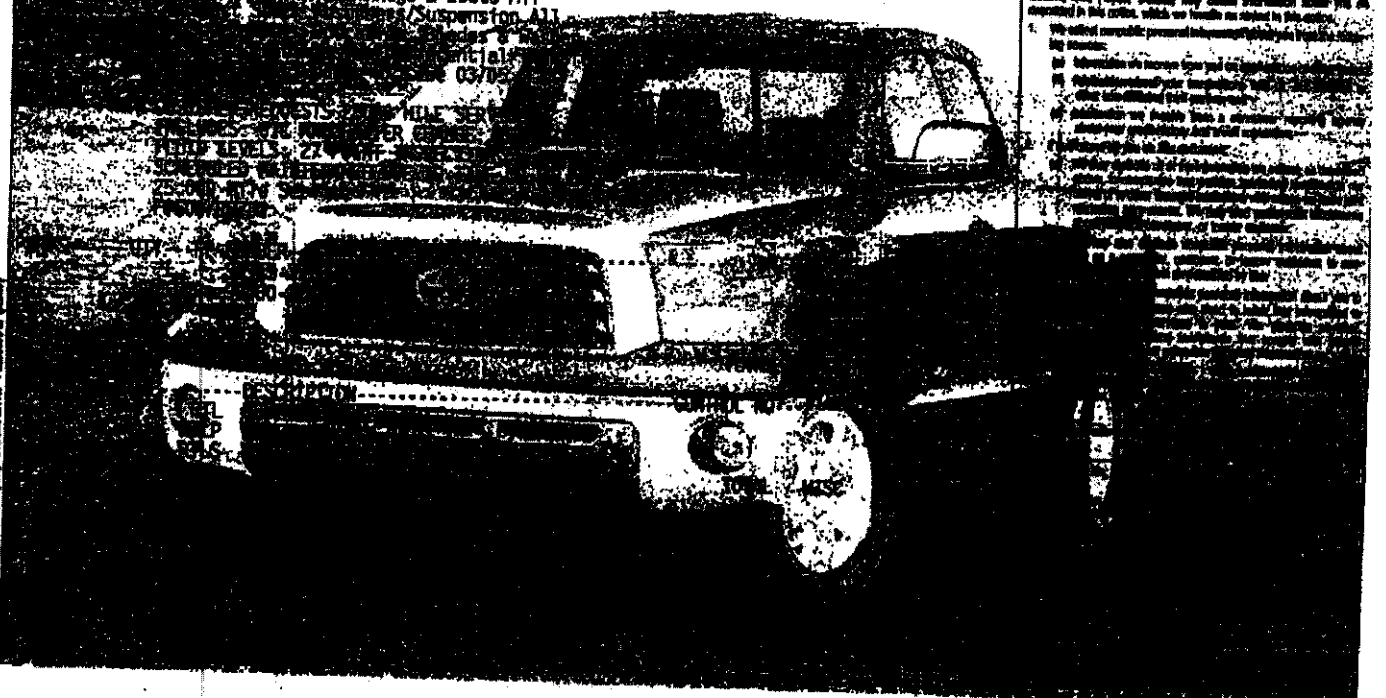
CUSTOMER SIGNATURE
SERVICE HOURS
MONDAY - SATURDAY 7:00 am to 6:00 pm
"Hablamos Español"



PRIVACY NOTICE TO CONSUMER
(ENCLOSURE OF NONPUBLIC PERSONAL INFORMATION)

In connection with your transaction, Toyota Motor Sales, U.S.A., Inc. (Toyota) and Toyota Motor Credit Corporation (Toyota Credit) may obtain information about you as described in this notice, which we handle as stated in this notice.

- We collect nonpublic personal information from you in the following ways:
 - (a) Information we receive from you at the time you purchase a vehicle or service.
 - (b) Information we receive from our dealers, franchisees, and other authorized parties.
 - (c) Information we receive from a credit reporting agency.
 - (d) Information we receive from other sources.
- We use nonpublic personal information to:
 - (a) Provide you with the products and services you request.
 - (b) Provide you with information about our products and services.
 - (c) Provide you with information about our credit programs.
 - (d) Provide you with information about our financing programs.
 - (e) Provide you with information about our insurance programs.
 - (f) Provide you with information about our maintenance programs.
 - (g) Provide you with information about our other programs.





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B.A.R. # AB-007466

E.P.A. # CAD983670811

CUSTOMER NO. 23718	NAME RILARDO ASCENCIO	AGE 45	TRUCK NO. 4180	DATE OF SALE 07/11/07	VEHICLE ID. TC05120367
LABOR RATE	SALES TAX	REGISTRATION	SALES TAX	DATE OF SALE BLUE/	VEHICLE ID. 280195A
LOS ANGELES, CA	YEAR/MAKE/MODEL 05/TOYOTA/COROLLA/4 DOOR SEDAN	DELIVERY DATE 01/18/08	DELIVERY MILE 27,870	SELLING DEALER NO.	PRODUCTION DATE 01/03/05
	VEHICLE ID. NO. I N X B R 3 2 E 3 5 Z				
	R.T.E. NO.	R.C. NO.		DATE OF SALE 07/11/07	
BUSINESS PHONE	COMMENTS				MO: 24513

JOB# 1 TOTALS		LABOR	50.07
		PARTS	19.88
		MISC	10.83
		JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL	80.78
ESTIMATE-----			
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$85.00 (+TAX)			
TOTALS-----			
* [] CASH [] CHECK CK NO. []	TOTAL LABOR....	50.07	
* [] VISA [] MASTERCARD [] DISCOVER	TOTAL PARTS....	19.88	
* [] AMERICAN EXPRESS [] OTHER	TOTAL SUBLET....	0.00	
* [] CHARGE CHARGE#	TOTAL S.O.B....	0.00	
	TOTAL MISC CHG.	10.83	
	TOTAL MISC DISC	0.00	
	TOTAL TAX.....	2.53	
	TOTAL INVOICE \$	83.31	

ACKNOWLEDGE NOTICE AND CIVIL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

X _____
CUSTOMER SIGNATURE
CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

X _____
CUSTOMER SIGNATURE

SERVICE HOURS
MONDAY - SATURDAY 7:00 am to 8:00 pm
"Hablamos Español"



PRIVACY NOTICE TO CONSUMER (DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION)

In accordance with your transaction, Toyota Central, Inc. (the Toyota Central USA, Toyota Central) may obtain information about you as described in this notice, which we handle as stated in this notice.

- We collect non-public personal information about you from the following sources:
 - (a) Information that results from your personal appearance or identification
 - (b) Information about your transactions with Toyota Central USA, Toyota Central (including your purchase of a vehicle)
 - (c) Information we receive from a consumer reporting agency about your credit history and creditworthiness
 - (d) Information from other sources
- We use certain of the information we collect as follows:
 - (a) To provide you with products and services that you request
 - (b) To provide you with information about products and services that we think you may be interested in
 - (c) To provide you with information about products and services that we think you may be interested in
 - (d) To provide you with information about products and services that we think you may be interested in
 - (e) To provide you with information about products and services that we think you may be interested in
 - (f) To provide you with information about products and services that we think you may be interested in
 - (g) To provide you with information about products and services that we think you may be interested in
 - (h) To provide you with information about products and services that we think you may be interested in
 - (i) To provide you with information about products and services that we think you may be interested in
 - (j) To provide you with information about products and services that we think you may be interested in
 - (k) To provide you with information about products and services that we think you may be interested in
 - (l) To provide you with information about products and services that we think you may be interested in
 - (m) To provide you with information about products and services that we think you may be interested in
 - (n) To provide you with information about products and services that we think you may be interested in
 - (o) To provide you with information about products and services that we think you may be interested in
 - (p) To provide you with information about products and services that we think you may be interested in
 - (q) To provide you with information about products and services that we think you may be interested in
 - (r) To provide you with information about products and services that we think you may be interested in
 - (s) To provide you with information about products and services that we think you may be interested in
 - (t) To provide you with information about products and services that we think you may be interested in
 - (u) To provide you with information about products and services that we think you may be interested in
 - (v) To provide you with information about products and services that we think you may be interested in
 - (w) To provide you with information about products and services that we think you may be interested in
 - (x) To provide you with information about products and services that we think you may be interested in
 - (y) To provide you with information about products and services that we think you may be interested in
 - (z) To provide you with information about products and services that we think you may be interested in

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B.A.R. # AB-007466

E.P.A. # CAD983670811

CUSTOMER NO. 100	NAME MARCO JUAREZ	AGE 954	TAG NO. 3299	REGISTRATION 11/15/07	TOCS PREFIX TOCS133067
TOYOTA CENTRAL LTD 1600 S FIGUEROA STREET LOS ANGELES, CA 90015	LABOR RATE	RELEASE	27,822	COLOR BLUE/	TOCS PREFIX 280195A
	YEAR / MAKE / MODEL	05 / TOYOTA / COROLLA / 4 DOOR SEDAN		DELIVERY DATE 01/18/08	DELIVERY MILE 27,870
	VEHICLE ID NO.	1NXB R32E35Z		SELLING DEALER NO.	PREVIOUS OWNER 01/03/05
	F.T.E. NO.	F.O. NO.	DATE 11/13/07		
REFERENCE PHONE 213-748-8301	COMMENTS				MO: 27823

JOB# 1 CHARGES

LABOR

CERTIFIED USED INSPECTION
 FRONT BRAKES 100% --- REAR BRAKES 50%
 AIR FILTER, TRANS SERVICE, LOF, BATTERY SERVICE, FRONT BRAKES, REAR BRAKE SERVICE.

PARTS

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
1	90915-YZZF2	FILTER S/A, OIL	
1	90430-12031	GASKET	
4	OIL	MOTOR OIL 5W30	
1	17801-00020	ELEMENT SUB-ASSY.	
1	BC	BRAKE CLEANER	
1	04465-02070	PAD KIT, DISC BRA	
TOTAL - PARTS			0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"

TOYOTA EXPRESS LUBE



PRIVACY NOTICE TO CONSUMER
 (DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION)

In connection with your transaction, Toyota Central, Inc. (the Toyota Central) may obtain information about you as described in this notice, which we handle as stated in this notice:

- We collect non-public personal information for the following purposes:
- We use this information to:
- We disclose this information to:



TOYOTA CENTRAL • SCION CENTRAL



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B.A.R. # AB-007486

E.P.A. # CAD983670811

CUSTOMER NO. 100	ADVISOR MARCO JUAREZ	954	TRG NO. 3299	ISSUE DATE 11/15/07	ISSUE NO. TC5133067
TOYOTA CENTRAL LTD 1600 S FIGUEROA STREET LOS ANGELES, CA 90015	LABOR RATE		MESSAGE 27,822	CHG# BLUE/	TRUCK NO. 280195A
	VEH / MAKE / MODEL	05/TOYOTA/COROLLA/4 DOOR SEDAN		DELIVERY DATE 01/18/08	DELIVERY MILE 27,870
	VEHICLE ID NO.	1N1XB32E35Z		SELLING DEALER NO.	01/03/05
	P.T.E. NO.	R.G. NO.	R.G. DATE 11/13/07		
RESIDENCE PHONE 213-748-8301	COMMENTS				MO: 27823

TOTALS

*****	TOTAL LABOR...	0.00
*	TOTAL PARTS...	0.00
* [] CASH [] CHECK CK NO. []	TOTAL SUBLET...	0.00
*	TOTAL G.O.G....	0.00
* [] VISA [] MASTERCARD [] DISCOVER	TOTAL MISC CHG.	0.00
*	TOTAL MISC DTSC	0.00
* [] AMERICAN EXPRESS [] OTHER	TOTAL TAX.....	0.00
*	TOTAL INVOICE \$	0.00
* [] CHARGE CHARGE#		

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE _____

***** DUPLICATE INVOICE *****

ACKNOWLEDGE NOTICE AND CONSENT APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

X _____
CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

X _____
CUSTOMER SIGNATURE

SERVICE HOURS
MONDAY - SATURDAY 7:00 am to 6:00 pm
"Hablamos Español"



PRIVACY NOTICE TO CONSUMER (DISCLOSURE OF NON-PII PERSONAL INFORMATION)

In accordance with your transaction, Toyota Motor Sales, U.S.A., Inc. (Toyota) and its subsidiaries, including Toyota Motor Credit Corporation (TMCC), may collect, use, disclose, and disseminate information about you as described in this notice, which we hereby incorporate by reference into this notice.

- We collect complete personal information about you (including your name, address, telephone number, and e-mail address).
- We use this information to provide you with the products and services you request.
- We use this information to provide you with information about our products and services.
- We use this information to provide you with information about our financing programs.
- We use this information to provide you with information about our insurance programs.
- We use this information to provide you with information about our other programs.



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B.A.R. # AB-007466

E.P.A. # CAD983670811

CUSTOMER NO. 100	NAME DANIEL JUAREZ	AGE 443	DOB NO. 254	REGISTRATION DATE 01/08/08	TOCS NO. 70C5136119
TOYOTA CENTRAL LTD 1600 S FIGUEROA STREET LOS ANGELES, CA 90015	LABOR RATE		MILEAGE 28,451	COLOR BLUE/	MODEL NO. 280195A
	YEAR / MAKE / MODEL 05 / TOYOTA / COROLLA / 4 DOOR SEDAN			DELIVERY DATE 01/18/08	DELIVERY MILE 27,870
	VIN 1NXB R32E35Z			SELLING DEALER NO.	PRODUCTION DATE 01/03/05
RESIDENCE PHONE 213-748-8301	DOCUMENTS				MO: 28452

JOB# 1 CHARGES

LABOR

ALARM SYSTEM
REMOVE ALARM
REMOVED ALARM AND BODY WORK
OK BY JOSE GONZALEZ UCD

SUBLET

POF	VEND	INW	INV. DATE	DESCRIPTION	INTERNAL
10414	19747		12/14/07	REMOVE ALARM	
10720	552		01/08/08	BODY SHOP	
TOTAL - SUBLET					0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

TOTALS

* [] CASH [] CHECK CK NO. [] *
* [] MASTERCARD [] DISCOVER *
* [] OTHER *

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL	0.00

1. ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE

SERVICE HOURS
MONDAY - SATURDAY 7:00 am to 6:00 pm
"Hablamos Español"

PRIVACY NOTICE TO CONSUMER
(DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION)

In accordance with your knowledge, McCall Automotive, Inc., dba Toyota Central, Inc., (Toyota Central) may obtain information about you or disclose to the public, which we handle as stated in this notice.

1. We collect reasonable personal information about you from the following sources:

- (a) Information to resolve consumer complaints or other issues;
- (b) Information about your membership with us;
- (c) Information about your vehicle;
- (d) Information to contact you if necessary regarding safety recall, product improvement, or other matters;
- (e) Information to contact you if necessary regarding product recall, product improvement, or other matters;
- (f) Information to contact you if necessary regarding product recall, product improvement, or other matters;





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B.A.R. # AB-007466

E.P.A. # CAD983670811

CUSTOMER NO. 100	NAME BENJAMIN SEGURA	DOB NO. 711	DOB NO. 254	DATE 01/02/08	SALES NO. TC05137782
TOYOTA CENTRAL LTD 1600 S FIGUEROA STREET LOS ANGELES, CA 90015	LABOR RATE	SALES TAX	27,823	COLOR BLUE/	EXPLORER NO. 280195A
	VEHICLE MAKE / MODEL	DATE OF PURCHASE	05/TOYOTA/COROLLA/4 DOOR SEDAN	01/18/08	DELIVERY MILE 27,870
	VEHICLE ID. NO.	SALES DEALER NO.	1 N X B R 3 2 E 3 5 Z		01/03/05
	R.T.E. NO.	# & NO.		01/02/08	
RESIDENCE PHONE 213-748-8301	COMMENTS	MO: 27823			

JOB# 1 CHARGES

LABOR: **7070Z** SUBJECT: **COSMETIC**

SUBLET: **PO# 10664** VEND INV# **01/02/08** INV. DATE **01/02/08** DESCRIPTION **COSMETIC 8454**

TOTAL - SUBLET INTERNAL **0.00**

JOB# 1 TOTALS INTERNAL **0.00**

TOTALS

 * [] CASH [] CHECK CK NO. [] *
 * [] VISA [] MASTERCARD [] DISCOVER *
 * AMERICAN EXPRESS [] OTHER *

TOTAL LABOR..... 0.00
 TOTAL PARTS..... 0.00
 TOTAL SUBLET..... 0.00
 TOTAL S.O.G..... 0.00
 TOTAL MISC CHG..... 0.00
 TOTAL MISC DISC..... 0.00
 TOTAL TAX..... 0.00

TOTAL INVOICE \$ 0.00

I ACKNOWLEDGE NOTICE AND GIVE MY APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE _____

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE _____

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"

TOYOTA EXPRESS SLUBE

PRIVACY NOTICE TO CONSUMER
 DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION

In connection with your transaction, Toyota Central, Inc. (the Toyota Central Ltd. Toyota Central) may receive information about you as described in this notice, which we handle as stated in your privacy policy.



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WWW.TOYOTACENTRALLA.COM

B.A.R. # AB-007466

E.P.A. # CAD983670811

CUSTOMER NO. 100	NAME BENJAMIN SEGURA	AGE NO. 711	REG NO. 1132	DATE OF SALE 01/17/08	INVOICE NO. TOCS139270	
TOYOTA CENTRAL LTD 1600 S FIGUEROA STREET LOS ANGELES, CA 90015	LABOR RATE		PRICE 27,823	COLOR BLUE/	STOCK NO. 280195A	
	YEAR / MAKE / MODEL	05 / TOYOTA / COROLLA / 4 DOOR SEDAN			DATE OF DELIVERY 01/18/08	DELIVERY MILE 27,870
	VEHICLE ID NO.	1N3BR32E35Z			SELLING DEALER NO.	01/03/05
	R.T.E. NO.	R.D. NO.	DATE OF SALE 01/17/08			
REFERENCE PHONE 213-748-8301	COMMENTS				MO: 27823	

JOB# 1 CHARGES

LABOR
J# 1 7070Z SUBLET DENT TECH(S): 272 INTERNAL

SUBLET	POP	VEND INW	INV. DATE	DESCRIPTION	INTERNAL
	10855	24775	01/17/08	DENT 24775	0.00
TOTAL - SUBLET					0.00

JOB# 1 TOTALS

TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

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

 * [] CASH [] CHECK CK NO. [] *
 * [] VISA [] MASTERCARD [] DISCOVER *
 * [] AMERICAN EXPRESS [] OTHER *
 CHARGE# *

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE _____

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE _____

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"

PRIVACY NOTICE TO CONSUMER
 (DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION)
 In connection with your transaction, Mobil Automotive, Inc. (the Toyota Group) Ltd. (Toyota Group) may obtain information about you as described in this notice, which we handle as noted in this notice.





TOYOTA CENTRAL • SCION CENTRAL



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PHONE (213) 748-8301

WWW.TOYOTACENTRALLA.COM

B.A.R. # AB-007466

E.P.A. # CAD983670811

CELL: [REDACTED]

CUSTOMER NO. 65280	NAME DAVID	AGE 450	TAG NO. 6334	REGISTRATION 10/07/08	INVOICE NO. TOES164595
[REDACTED]	LABOR RATE [REDACTED]	[REDACTED]	RELEASE 36,816	DATE BLUE	STOCK NO. 280195A
LOS ANGELES, CA	YEAR / MAKE / MODEL 05/TOYOTA/COROLLA/4 DOOR SEDAN	[REDACTED]	[REDACTED]	DELIVERY DATE 01/18/08	DELIVERY MILEAGE 27,870
[REDACTED]	VEHICLE ID NO. 1N1XB R32E35Z	[REDACTED]	[REDACTED]	DEALER NO. [REDACTED]	PRODUCTION DATE 01/03/05
[REDACTED]	F.T.E. NO. [REDACTED]	R.O. NO. [REDACTED]	[REDACTED]	10/07/08	[REDACTED]
[REDACTED]	COMMENTS				MO: 36817

JOB# 1 CHARGES

LABOR

ENGINE CONCERN
 CUSTOMER STATES: ENGINE LIGHT ON AND AT FREEWAY SPEED JERKS FORWARD
 FOUND CODE P2716 ECU MALFUNCTION
 REPLACED ECU ASSY
 OP CODE-898011 T1-8A T2-99

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
1	89661-02K21	COMPUTER, ENGINE	
1	BC	BRAKE CLEANER	
TOTAL - PARTS			10.83

MISC

CODE	DESCRIPTION	CONTROL NO.	PRICE
RTL	RENTAL CHARGE		10.83
RTL P	RENTAL CHARGE PARTS		INTERNAL
RTL S	RENTAL CHARGE SVC		INTERNAL
TOTAL - MISC			10.83

JOB# 1 TOTALS

MISC 10.83

JOB# 1 JOURNAL PREFIX TOES JOB# 1 TOTAL 10.83

1. I ACKNOWLEDGE NOTICE AND GIVE MY APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE _____

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

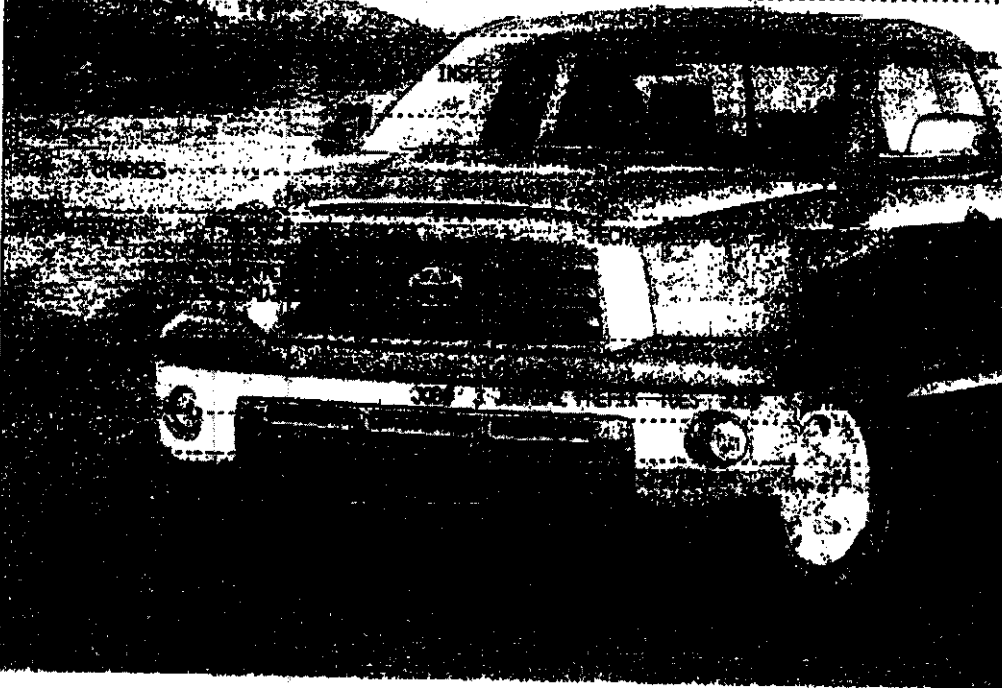
CUSTOMER SIGNATURE _____

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"

PRIVACY NOTICE TO CONSUMER
 (DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION)

In accordance with your transaction, Toyota Motor Sales, U.S.A., Inc. (Toyota Sales) may receive information about you as described in this notice, which we handle as stated in this notice.

- We collect non-public personal information while you visit our website.
- We use this information to:





TOYOTA CENTRAL • SCION CENTRAL



1600 South Figueroa Street • Los Angeles, CA 90015-0328

PHONE (213) 748-8301

WWW.TOYOTACENTRALLA.COM

B.A.R. # AB-007466

E.P.A. # CAD983670811

CELL: [REDACTED]

CUSTOMER NO. 65280	ADVISOR DAVID	SALE NO. 450	6334	INVOICE DATE 10/07/08	INVOICE NO. TOES164595
[REDACTED]	LABOR RATE [REDACTED]	MILEAGE 36,816	BLUE/	REGISTRATION	280195A
120 S. HOUSTON LOS ANGELES, CA [REDACTED]	YEAR / MAKE / MODEL 05 / TOYOTA / COROLLA / 4 DOOR SEDAN	DELIVERY DATE 01/18/08	DELIVERY MILE 27,870	SALES DEPARTMENT	01/03/05
[REDACTED]	VEHICLE ID NO. 1N X B R 3 2 E 3 5 Z	SELLING DEALER NO.			
[REDACTED]	P.T.E. NO.	P.T.O. NO.		P.T.O. DATE 10/07/08	
[REDACTED]	COMMENTS				MO: 36817

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX TOES JOB# 4 TOTAL 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)

APPROVED REVISED ESTIMATE (# 1) OF \$10.83 (+TAX) ON 10/07/08 AT 08:10am BY SANDRA MORALES COMMENTS RENTAL CAR

APPROVED REVISED ESTIMATE (# 2) OF \$55.00 (+TAX) ON 10/07/08 AT 03:30pm BY SANDRA MORALES COMMENTS OK FOR BRAKE ADJUSTMENT

COMMENTS

CONTACT: BUSINESS TRAC RA# 18821

RECOMMENDATIONS

DECLINED

LDF WHEEL ALIGNMENT AND BALANCE

TOTALS

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

X CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

X CUSTOMER SIGNATURE

SERVICE HOURS

MONDAY - SATURDAY 7:00 am to 6:00 pm

"Hablamos Español"

TOTAL LABOR.... 40.80

TOTAL PARTS.... 0.00

TOTAL SUBLET... 0.00

TOTAL G.O.G.... 0.00

10.83

10.00

0.00

3-CHECK CK NO. [] *

DISCOVER *



PRIVACY NOTICE TO CONSUMER (DISCLOSURE OF NONPUBLIC PERSONAL INFORMATION)

In connection with your transaction, Toyota Motor Sales, U.S.A., Inc. and Toyota Motor Credit Corp. may collect and use information about you as described in this notice, which we transfer to our system.

1. We collect nonpublic personal information about you for the following purposes:

(a) to provide you with the products and services you request;

(b) to provide you with information about products and services that we think you may be interested in;

(c) to provide you with information about our products and services that we think you may be interested in;

(d) to provide you with information about our products and services that we think you may be interested in;

(e) to provide you with information about our products and services that we think you may be interested in;

(f) to provide you with information about our products and services that we think you may be interested in;

(g) to provide you with information about our products and services that we think you may be interested in;

(h) to provide you with information about our products and services that we think you may be interested in;

(i) to provide you with information about our products and services that we think you may be interested in;

(j) to provide you with information about our products and services that we think you may be interested in;

(k) to provide you with information about our products and services that we think you may be interested in;

(l) to provide you with information about our products and services that we think you may be interested in;

(m) to provide you with information about our products and services that we think you may be interested in;

(n) to provide you with information about our products and services that we think you may be interested in;

(o) to provide you with information about our products and services that we think you may be interested in;

(p) to provide you with information about our products and services that we think you may be interested in;

(q) to provide you with information about our products and services that we think you may be interested in;

(r) to provide you with information about our products and services that we think you may be interested in;

(s) to provide you with information about our products and services that we think you may be interested in;

(t) to provide you with information about our products and services that we think you may be interested in;

(u) to provide you with information about our products and services that we think you may be interested in;

(v) to provide you with information about our products and services that we think you may be interested in;

(w) to provide you with information about our products and services that we think you may be interested in;

(x) to provide you with information about our products and services that we think you may be interested in;

(y) to provide you with information about our products and services that we think you may be interested in;

(z) to provide you with information about our products and services that we think you may be interested in;



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"Hablamos Español"

12100

RECOMMENDED SERVICES

DATE	DESCRIPTION	AMOUNT	STATUS
07/12/08	25000 MILE SERVICE	89.95	

SERVICE HISTORY

DATE	MI ODOMETER	RELEASE	APPROVED	TECHNICIAN	TYPE	REMARKS
01/02/08	137782	27823	71	389		
12/14/07	136119	28452	443	202		
11/13/07	133067	27823	954	202		
07/11/07	120367	24513	451	212	W C	SUBLET ALARM SYSTEM CERT USED INSPECTION AUTO TRANS LEAK 25000 MILE SERVICE

SALESPERSON NO. 64

GREMAR M GALVEZ

SERVICE

STATE REG# 000

CALL WHEN READY: YES NO

SAVE REMOVED PARTS FOR CUSTOMER: YES NO

APPOINTMENT: YES NO

VEHICLE: 05/TOYOTA/COROLLA/4 DOOR SEDAN

DATE: 07/03/05

VIN: 280195A

CUSTOMER: 85280

SALES: 01/13/08

DEALER: 27870

DEALER: 1007/08

LOS ANGELES, CA

CO: CA

CONTRACT NO:

EXPIRATION DATE:

EXPIRATION MILES: 8334

TURO: TOZZ

APPROVAL: Y

PRICE: 36,816

FINANCING: 350

SALES: DAVID

I hereby authorize the repair work to be done during the above stated time period. I understand that the vehicle will be returned to me in the condition in which it was received, as determined by the service department. I understand that the vehicle will be returned to me in the condition in which it was received, as determined by the service department. I understand that the vehicle will be returned to me in the condition in which it was received, as determined by the service department. I understand that the vehicle will be returned to me in the condition in which it was received, as determined by the service department.

APPROVED BY: [Signature]

DATE: 07/07/08

TIME: 11:30am

APPROVAL: X

PLEASE READ REVERSE SIDE

ORIGINAL ESTIMATE \$

HAZ WASTE FEES \$

TOTAL SERVICE \$

REMOVED PARTS \$

ADDITIONAL COSTS \$

PERSON

CONDUCTED BY

DATE

TIME

AUTHORIZED BY

PHONE #

DATE

TIME

REMOVED PARTS \$

HAZ WASTE FEES \$

ADDITIONAL COSTS \$

PERSON

CONDUCTED BY

DATE

TIME

ADVISED BY

VERSION

PHONE #

DATE

TIME

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within _____ days of the date shown above if I choose not to authorize the service recommended.

IMPORTANT: WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES IN YOUR VEHICLE.

By using you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that are Smog Check test failures are necessary.

ALL PARTS SHOWN ARE NEW UNLESS OTHERWISE NOTED.

NOTICE TO CUSTOMERS: WE HAVE A SEPARATE CHARGE FOR THE STORAGE AND DISPOSAL OF YOUR VEHICLE. PLEASE ADVISE US OF THESE CHARGES BY NOTICING OUR SIGNAGE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES IN YOUR VEHICLE.

FOR YOUR CONVENIENCE PLEASE CALL FOR APPOINTMENTS

SERVICE DEPARTMENT HOURS:
MONDAY THRU FRIDAY 9AM TO 6PM
SATURDAY 7:00AM TO 6:00PM

PARTS DEPARTMENT HOURS:
MONDAY THRU FRIDAY 9AM TO 6PM
SATURDAY 7:00AM TO 6:00PM

The Research and Reports Company - ESTABLISHED 1988 - 800-875-3333



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B.A.R. # AB-007486

E.P.A. # CAD983670811

CELL: 323-472-7075

CUSTOMER NO. 65280	NAME DAVID	AGE 450	DOB NO. 5237	ISSUE DATE 08/26/09	ISSUE NO. TOCS188504
ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]	RELEASE 46,851	COLOR BLUE/
LOS ANGELES, CA	VEHICLE MAKE/MODEL 05/TOYOTA/COROLLA/4 DOOR SEDAN	DELIVERY DATE 01/18/08	DELIVERY MILEAGE 27,870	VEHICLE I.D. NO. 1NXBR32E35Z	DELIVERY POINT
	R.T.E. NO.	R.O. NO.		ISSUE DATE 08/24/09	PRODUCTION DATE 01/03/05
	COMMENTS				MO: 46852

JOB# 1 CHARGES

LABOR
 J# I 10T0Z06 CHECK ENGINE LIGHT TECH(S): 230 872 WARRANTY
 CUSTOMER STATES CHECK ENGINE LIGHT ON AND LOOSES POWER CHECK AND REPORT FOUND CODE#P0741 TORQUE LOCK UP MALFUNCTION REPLACED TRANSMISSION ASSY OP CODE#369011 T1-8A T2-99

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	30510-12A00-84	REMAN A/T		
	6	00279-000T4-01	ATF T-IV QUART		
TOTAL - PARTS					0.00

MISC	CODE	DESCRIPTION	CONTROL NO.	WARRANTY
	RTL	RENTAL CHARGE		0.00
TOTAL - MISC				0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00



ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL DEFINED PRICE

X _____ CUSTOMER SIGNATURE
 CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

X _____ CUSTOMER SIGNATURE

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"

PERFECT NOTICE TO CONSUMER
 (DISCLOSURE OF NONPUBLIC PERSONAL INFORMATION)
 In connection with your interaction, Toyota Motor Sales, U.S.A., Inc. (Toyota Central, U.S.A., Inc.) may obtain information about you as described in this notice, which we handle as stated in this notice.

- We collect personally identifiable information about you from the following sources:
 - (a) Information from Toyota.com and other Toyota websites.
 - (b) Information about you that we receive from other Toyota dealerships.
 - (c) Information we receive from a third party (such as a credit reporting agency) about your credit history and credit reputation.
- We use personally identifiable information we collect as described above to:
 - (a) Contact you about our products, services, and programs.
 - (b) Analyze your driving patterns and other information to help us improve our products and services.
 - (c) Provide you with personalized information and offers.
 - (d) Provide you with information about our products, services, and programs.
 - (e) Provide you with information about our products, services, and programs.
 - (f) Provide you with information about our products, services, and programs.
 - (g) Provide you with information about our products, services, and programs.
 - (h) Provide you with information about our products, services, and programs.
 - (i) Provide you with information about our products, services, and programs.
 - (j) Provide you with information about our products, services, and programs.



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B.A.R. # AB-007466

E.P.A. # CAD983670811

CELL: 323-472-7075

CUSTOMER NO. 65280	NAME DAVID	AGE 450	INS NO. 5237	REGISTRATION 08/26/09	FINANCE 70C5188504
	LABOR RATE		SALES TAX 46,851	COLOR BLUE/	MODEL NO. 280195A
LOS ANGELES, CA	TYPE/MAKE/MODEL 05/TOYOTA/COROLLA/4 DOOR SEDAN		DELIVERY DATE 01/18/08		DELIVERY MILE 27,870
	VEHICLE ID NO. 1NXB32E35Z		SELLING DEALER NO.		PRODUCTION CODE 01/03/05
	F.T.E. NO.		P.O. NO.	REGISTRATION 08/24/09	
	COMMENTS				MO: 46852

TOTALS

 * [] CASH [] CHECK CK NO. [] *
 * [] VISA [] MASTERCARD [] DISCOVER *
 * [] AMERICAN EXPRESS [] OTHER *
 * [] CHARGE CHARGE# *

TOTAL LABOR... 0.00
 TOTAL PARTS... 0.00
 TOTAL SUBLET... 0.00
 TOTAL G.O.G.... 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!!

CUSTOMER SIGNATURE

I ACKNOWLEDGE SERVICE AND CIVIL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

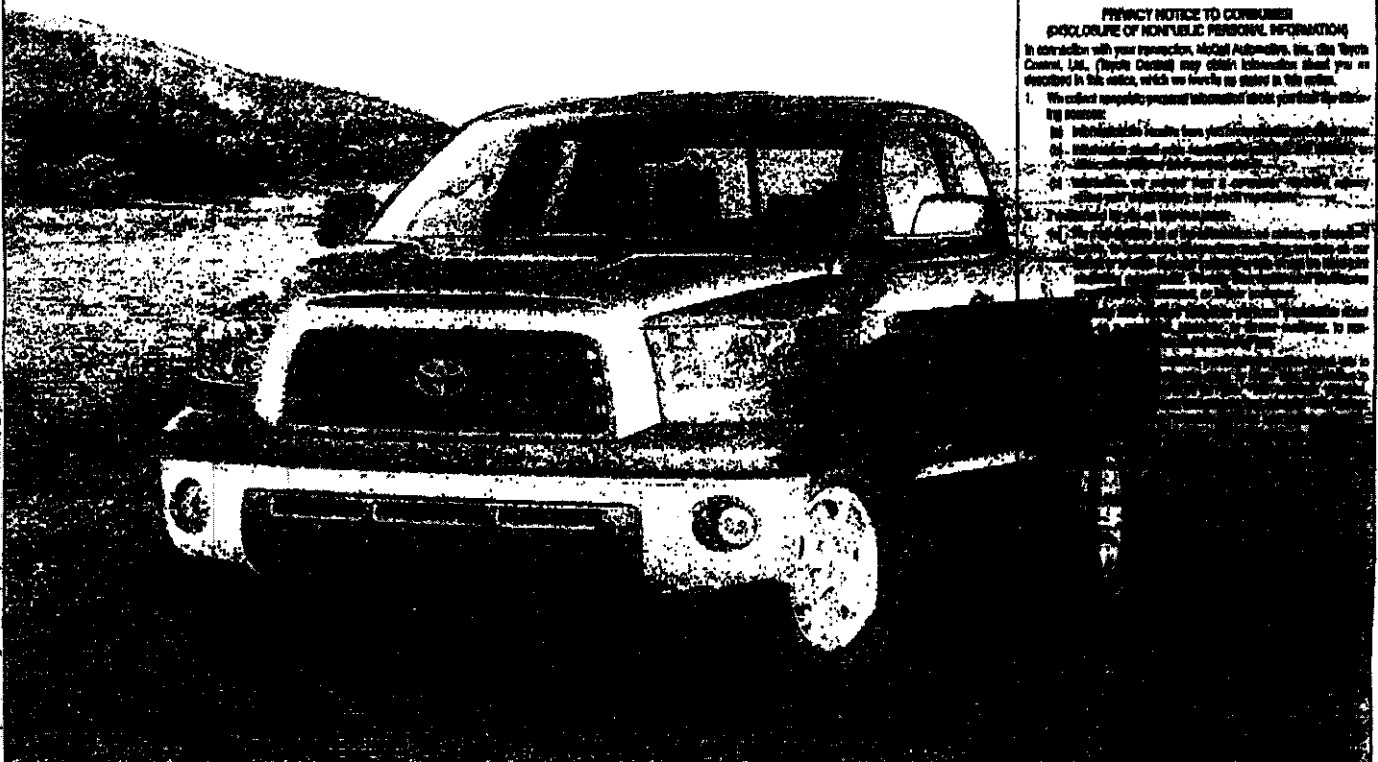
CUSTOMER SIGNATURE
CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE
SERVICE HOURS
MONDAY - SATURDAY 7:00 am to 8:00 pm
"Hablamos Español"



PRIVACY NOTICE TO CONSUMER
DISCLOSURE OF NONPUBLIC PERSONAL INFORMATION
In connection with your transaction, Toyota Automobile, Inc., the Toyota Group, Inc., Toyota Central may obtain information about you as described in this notice, which we handle as stated in this notice.

- We collect personally identifiable information about you from the following sources:
 - (a) Information that results from your interaction with us.
 - (b) Information about you that is shared with us by other Toyota Group, Inc. entities.
 - (c) Information about you that is shared with us by other Toyota Group, Inc. entities.
 - (d) Information about you that is shared with us by other Toyota Group, Inc. entities.
- We use this information for the following purposes:
 - (a) To provide you with the products and services you request.
 - (b) To improve our products and services.
 - (c) To provide you with information about our products and services.
 - (d) To provide you with information about our products and services.





TOYOTA CENTRAL • SCION CENTRAL



1600 South Figueroa Street • Los Angeles, CA 90015-3491

(213) 748-8301

"Hablamos Español"

12:30

RECOMMENDED SERVICES

ITEM NO.	DESCRIPTION	UNIT	PRICE	DATE
0170203	45000 MILE SERVICE	MI	169.95	

Ruben Gomez

SERVICE HISTORY RECOMMENDATIONS FROM ROF 164595 DECLINED

DATE	INVOIC CODE	MI	ADVIS	CHARGE	TECH	WORK
01/17/08	139270	27823	711	213	CC	0310ZMM 4010Z08 1010Z 7010Z 7610Z
01/02/08	137782	27823	711	213		MULTI-POINT INSPECT ADJUST REAR BRAKES DRIVEABILITY SUBLET SUBLET

SALESPERSON NO. 64 GILMAR M GALVEZ SERVICE STATE REG# U.O.U

CALL WHEN READY: YES NO

SAVE REMOVED PARTS FOR CUSTOMER: YES NO

APPOINTMENT: Yes No

CELL: [REDACTED]

VEHICLE: 057 TOYOTA/COROLLA/4 DOOR SEDAN

YEAR/MONTH/YEAR: 07/03/05 280195A

MPW: 5MPW754

PRICE: 168504

CUSTOMER NO: 85280 SERVICE CONTRACT: 01778/08

SELLING DEALER NO: 0624/09

LOS ANGELES, CA

CONTRACT NO: [REDACTED] EXPIRATION DATE: [REDACTED]

TURBO: 10ZZ AIR COND: Y P.S. Y TRANS: [REDACTED] MILES: 6,851 ADJUSTING: 430

APPOINTMENT: 08/25/09 05:54pm

LABOR RATE: 0.00

E.P.A. # CHD963070811 B.A.R. # AB-007086

X	1	0310Z08	CHECK ENGINE LIGHT	CUSTOMER STATES CHECK ENGINE LIGHT ON AND LOOSE POWER CHECK AND REPORT
	2	1010Z	DRIVEABILITY	CUSTOMER STATES WHEN CAR COLD CHIRPING SOUND FROM DRIVE BELTS

ORIGINAL ESTIMATE \$ [REDACTED] HAZ WASTE FEES & ODP [REDACTED] TOTAL ESTIMATE \$ [REDACTED]

REVISION ESTIMATE \$ [REDACTED] ADDITIONAL COST \$ [REDACTED]

REASON [REDACTED] CONTACTED BY [REDACTED]

AUTHORIZED BY: PERSON PHONE # [REDACTED] DATE [REDACTED] TIME [REDACTED]

2ND REVISION ESTIMATE \$ [REDACTED] HAZ WASTE FEES & ODP [REDACTED] ADDITIONAL COST \$ [REDACTED]

REASON [REDACTED] CONTACTED BY [REDACTED]

AUTHORIZED BY: PERSON PHONE # [REDACTED] DATE [REDACTED] TIME [REDACTED]

TEARDOWN ESTIMATE: I understand that my vehicle will be re-assembled within _____ days of the date shown above if I choose not to authorize the service recommended.

IMPORTANT! REMOVE ALL PERSONAL PROPERTY AND UNLABLED REMOVED YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE.

By allowing my chosen another licensed Smog Check facility to inspect my vehicle repairs or adjustments that the Smog Check facility is not a Smog Check facility.

NOTICE TO CUSTOMERS: We have a 24-hour emergency service line for your convenience. Please call us at (213) 748-8301 for more information.

FOR YOUR CONVENIENCE PLEASE CALL FOR APPOINTMENTS

SERVICE DEPARTMENT HOURS:
MONDAY THRU FRIDAY 7:00 A.M. TO 6:00 P.M.
SATURDAY 7:00 A.M. TO 6:00 P.M.

PARTS DEPARTMENT HOURS:
MONDAY THRU FRIDAY 7:00 A.M. TO 6:00 P.M.
SATURDAY 7:00 A.M. TO 6:00 P.M.

168504

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B.A.R. # AB-007466

E.P.A. # CAD983670811

CELL: 323-472-7075

CUSTOMER NO. 65280	NAME DAVID	450 TAG NO. 5237	DATE 08/26/09	TOCS NO. 188504
LABOR RATE	MI/LEAGE 46,851	DATE	TOCS NO. 280195A	
LOS ANGELES, CA	YEAR / MAKE / MODEL 05 / TOYOTA / COROLLA / 4 DOOR SEBAN	DELIVERY DATE 01/18/08	DELIVERY MILE 27,870	
	VEHICLE ID. NO. 1 N X B R 3 2 E 3 5 Z	SELLER FOR SALE IN. NO.	PRODUCTION DATE 01/03/05	
	R.T.E. NO.	P.O. NO.	08/24/09	
COMMENTS				MO: 46852

JOB# 1 CHARGES

LABOR
 JP 3 1018208 CHECK ENGINE & TEST TECH(S): 230 872 WARRANTY
 CUSTOMER STATES CHECK ENGINE LIGHT ON AND LOSES POWER CHECK AND REPORT FOUND CODE#P0741 TORQUE LOCK UP MALFUNCTION REPLACED TRANSMISSION ASSY OP CODE#369011 T1-BA T2-99

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	30510-12A00-84	REMAN A/T		
	6	00279-000T4-01	ATF T-IV QUART		
				TOTAL - PARTS	0.00

MISC	CODE	DESCRIPTION	CONTROL NO.	WARRANTY	
		RTL RENTAL CHARGE		0.00	
				TOTAL - MISC	0.00

JOB# 1 TOTALS

1. I ACKNOWLEDGE NOTICE AND GIVE MY APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"

JOB# 2 CHARGES

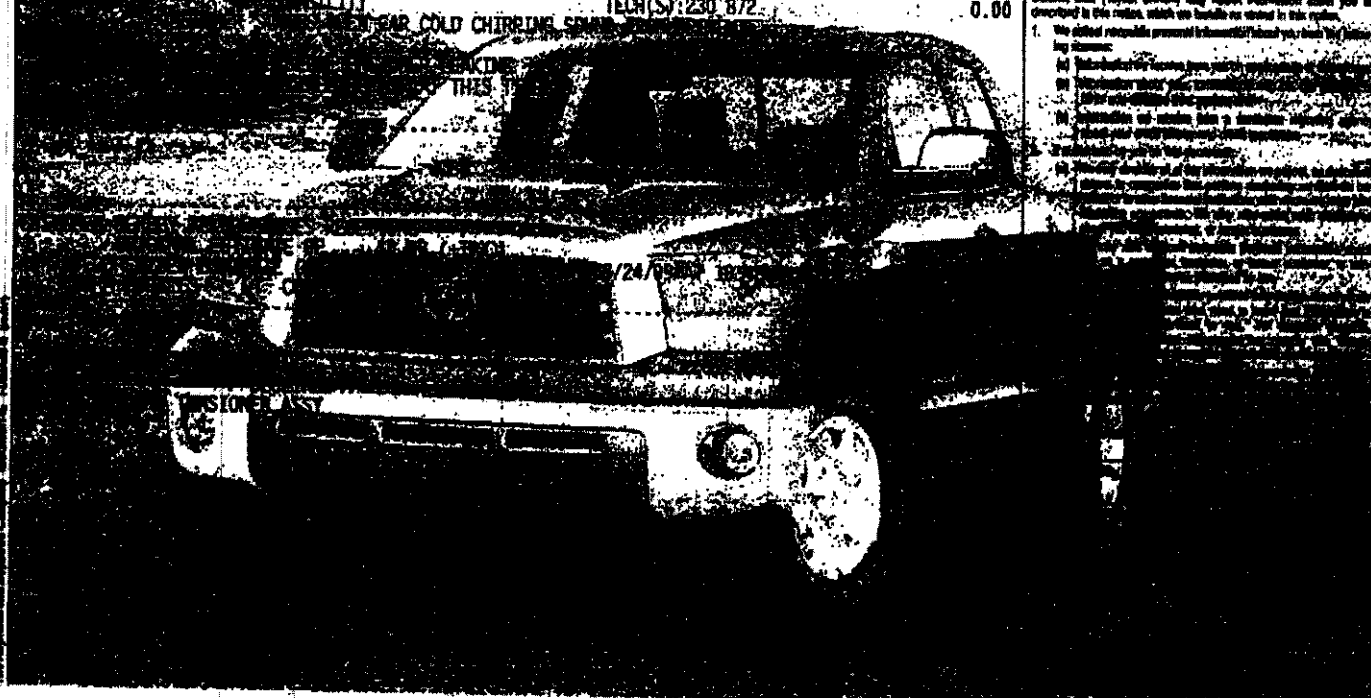
WARRANTY
 TECH(S): 230 872 0.00

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

PRIVACY NOTICE TO CONSUMER
 (DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION)

In connection with your transaction, Toyota Motor Sales, U.S.A., Inc. (Toyota Sales), Toyota Central, Inc. (Toyota Central) may obtain information about you as described in this notice, which we handle as stated in this notice.

- We collect personally identifiable information about you from the following sources:
 - (a) Information you provide to us when you contact us for service.
 - (b) Information about your vehicle that we collect from our diagnostic equipment.
 - (c) Information we obtain from a database regarding your vehicle and our service history.
 - (d) Information we obtain from other sources, such as the Department of Motor Vehicles, that we use to verify your identity.





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WWW.TOYOTACENTRALLA.COM

B.A.R. # AB-007466

E.P.A. # CAD983670811

CELL: 323-472-7075

CUSTOMER NO. 65280	ADVISED DAVID	450	TRG NO. 5237	DATE SOLD 08/26/09	INVOICE NO. TOCS188504
LABOR RATE	MILEAGE 46,851	COLOR BLUE/	SUBJECT NO. 280195A		
LOS ANGELES, CA	VEHICLE MAKE/MODEL 05/TOYOTA/COROLLA/4 DOOR SEDAN	DELIVERY DATE 01/18/08	DELIVERY MILES 27,870		
	VEHICLE LG. NO. 1-N-X-B-R-3-Z-E-3-5-Z	SELLER/DEALER NO.	PRODUCTION DATE 01/03/05		
	A.T.E. NO.	R.G. NO.	DATE SOLD 08/24/09		
COMMENTS			MO: 46852		

TOTALS			
*****	TOTAL LABOR.....	0.00	
* [] CASH [] CHECK CK NO. []	TOTAL PARTS.....	0.00	
* [] VISA [] MASTERCARD [] DISCOVER	TOTAL SUBLET.....	0.00	
* [] AMERICAN EXPRESS [] OTHER	TOTAL G.O.G.....	0.00	
* [] CHARGE CHARGE#	TOTAL MISC CHG.	0.00	
*****	TOTAL MISC DISC.	0.00	
	TOTAL TAX.....	0.00	
	TOTAL INVOICE \$	0.00	

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

CUSTOMER SIGNATURE

SERVICE HOURS
MONDAY - SATURDAY 7:00 am to 6:00 pm
"Hablamos Español"



PRIVACY NOTICE TO CONSUMER
(DISCLOSURE OF NONPUBLIC PERSONAL INFORMATION)

In connection with your transaction, McCall Automotive, Inc., d/b/a Toyota Central, LLC (Toyota Central) may obtain information about you as described in this notice, which may be used as stated in this notice.

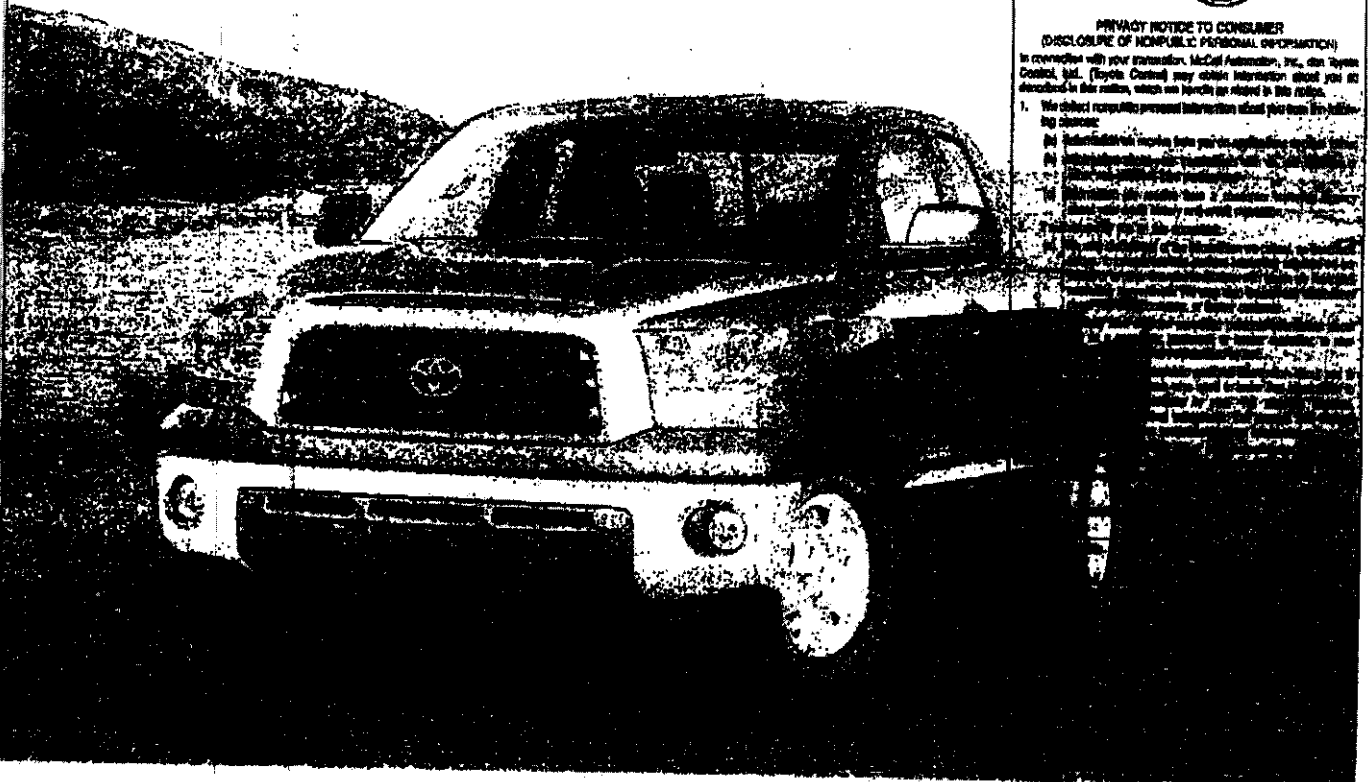
1. We collect nonpublic personal information about you from the following sources:

(a) Information you provide to us in connection with your transaction.

(b) Information we receive from our service providers.

(c) Information we receive from our affiliates.

(d) Information we receive from other sources.





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B.A.R. # AB-007486

E.P.A. # CAD983670811

CELL: 323-472-7075

CUSTOMER NO. 65280	NAME DAVID	AGE NO. 450	INS NO. 5237	DATE 08/26/09	TOCS 188504
LABOR RATE	MESSAGE 46,851	STATUS BLUE/	DELIVERY DATE 01/18/08	DELIVERY MILE 27,870	DELIVERY DATE 01/03/05
LOS ANGELES, CA	VEHICLE MAKE/MODEL 05/TOYOTA/COROLLA/4 DOOR SEDAN	VEHICLE ID NO. 1NXB R32E35Z	RECORDS/DEALER NO.	MO: 46852	
	R.E. NO.	R.D. NO.	DATE 08/24/09		
COMMENTS					

JOB# 1 CHARGES

LABOR
JOB# 1 J08208 CHECK ENGINE LIGHT TECH(S): 230 872 WARRANTY
 CUSTOMER STATES CHECK ENGINE LIGHT ON AND LOOSES POWER CHECK AND REPORT FOUND CODE P0741 TORQUE LOCK UP MALFUNCTION REPLACED TRANSMISSION ASSY OP CODE#369011 T1-BA T2-99

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	30510-12A00-84	REMAN A/T		
	6	00279-000T4-01	ATF T-IV QUART		
				TOTAL - PARTS	0.00

MISC

CODE	DESCRIPTION	CONTROL NO.	WARRANTY
RTL	RENTAL CHARGE		0.00
TOTAL - MISC			0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

WARRANTY TECH(S): 230 872 0.00
 FRONT CAR COLD CHIRPING SOUND

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

CUSTOMER SIGNATURE _____

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF

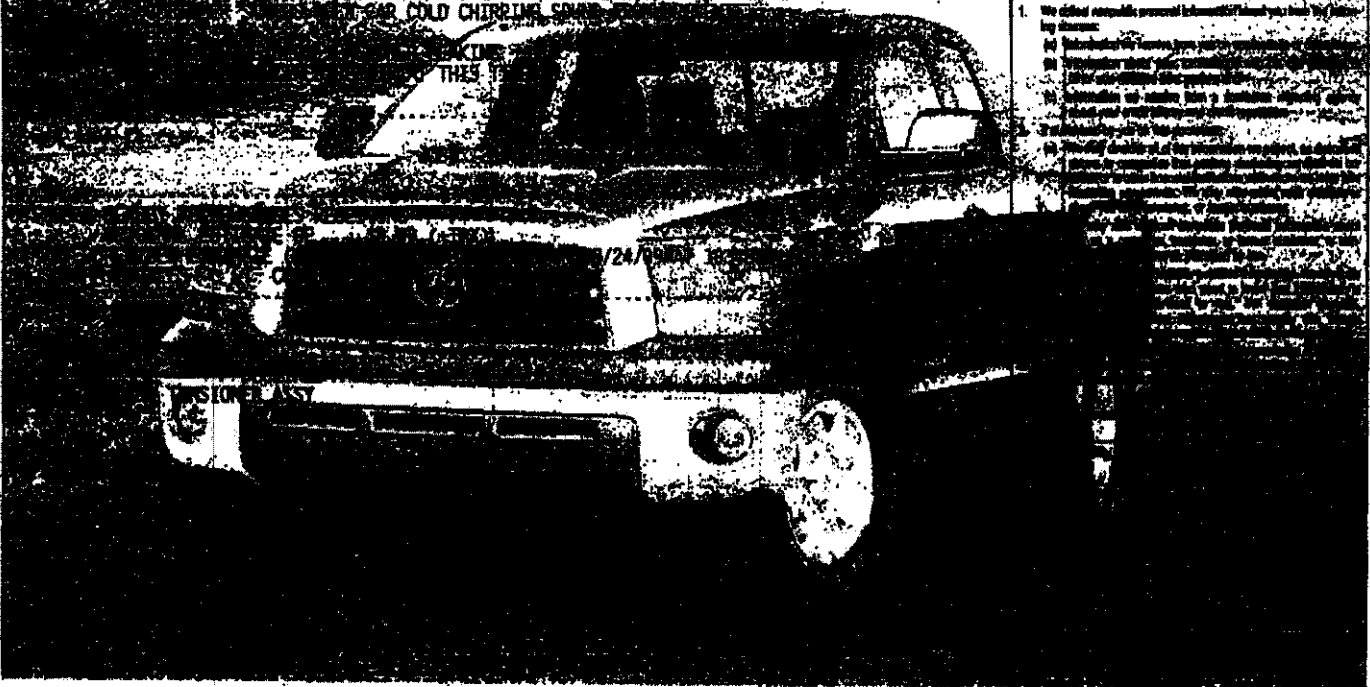
CUSTOMER SIGNATURE _____

SERVICE HOURS
 MONDAY - SATURDAY 7:00 am to 6:00 pm
 "Hablamos Español"

PRIVACY NOTICE TO CONSUMER
 DISCLOSURE OF NONPUBLIC PERSONAL INFORMATION

In accordance with your transaction, Toyota Motor Sales, U.S.A., Inc. (Toyota) and its subsidiaries may collect, use, disclose, and disseminate information about you as described in this notice, which we handle as stated in this notice.

- We collect personally identifiable information from you by the following means:
 - Information you provide to us when you purchase a vehicle or service.
 - Information about your vehicle's performance.
 - Information we receive from a third party regarding your vehicle and performance.
 - Information we receive from other sources.



AKH Nick

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE INTEREST FINANCE CHARGE

Dealer Number 04175 Contract Number _____ R.O.S. Number _____ Stock Number 280175A

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) LOS ANGELES CA _____ LOS ANGELES	Creditor - Seller (Name and Address) TOYOTA CENTRAL SECTION CENTRAL 1400 S FIGUERA STREET LOS ANGELES CA 90015
------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2005	TOYOTA COROLLA	27870	1NXRB2E35Z _____	<input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> Business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$1000.00 is \$23248.72 (e)
12.00 %	\$ 6521.60 (e)	\$ 15727.12	\$ 22248.72 (e)	(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of _____	500.00	02/05/2008
One Payment of <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>71</u> Payments	307.01	Monthly, Beginning 03/03/2008
Payments	<u>N/A</u>	Monthly, Beginning _____
One Final Payment	307.01	DATE ON 02/03/2014

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See the contract for more information, including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

Term	Premium
\$ <u>N/A</u> Ded: Comp., Fire & Theft	____ Mos. \$ <u>N/A</u>
\$ <u>N/A</u> Ded: Collision	____ Mos. \$ <u>N/A</u>
Bodily Injury \$ <u>N/A</u> Limits	____ Mos. \$ <u>N/A</u>
Property Damage \$ <u>N/A</u> Limits	____ Mos. \$ <u>N/A</u>
Medical <u>N/A</u>	<u>N/A</u> Mos. \$ <u>N/A</u>
	<u>N/A</u> Mos. \$ <u>N/A</u>
Total Vehicle Insurance Premiums	\$ <u>N/A</u>

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 15228.40 (A)

1. Cash Price Vehicle \$ 15228.40

2. Cash Price Accessories \$ N/A

3. Other (Noneappable) Describe N/A \$ N/A
Describe N/A \$ N/A

B. Document Preparation Fee (not a governmental fee) \$ 55.00 (B)

C. Smog Fee Paid to Seller \$ N/A (C)

D. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (D)

E. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (E)

F. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (F)

G. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (G)

H. Sales Tax (on taxable items in A through G) \$ 1260.72 (H)

I. Optional DMV Electronic Filing Fee \$ N/A (I)

J. (Optional) Service Contract (to whom paid) N/A \$ N/A (J)

K. (Optional) Service Contract (to whom paid) N/A \$ N/A (K)

L. (Optional) Service Contract (to whom paid) N/A \$ N/A (L)

M. Pre-Credit or Lease Balance paid by Seller to: _____ \$ N/A (M)

(see downpayment and trade-in calculation)

N. (Optional) Gap Contract (to whom paid) N/A \$ N/A (N)

O. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ 0.00 (O)

Buyer AKH Nick

Co-Buyer N/A

Seller _____

If any insurance is obtained, please print or circle the name of the named insured and the policy number and the terms and conditions.

Application for Optional Credit Insurance

Credit Life Buyer Co-Buyer Both

Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life <u>N/A</u> Mos.	____	\$ <u>N/A</u>
Credit Disability <u>N/A</u> Mos.	____	\$ <u>N/A</u>
Total Credit Insurance Premiums		\$ <u>N/A</u>

Insurance Company Name N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the amount of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance market

E. Manufacturer's Rebate \$ N/A (E)
 F. Other N/A \$ N/A (F)
 G. Cash \$ 500.00 (G)
 Total Downpayment (C through G) \$ 1000.00 (H)
 (If negative, enter zero on line H and enter the amount less than zero as a positive number on line I) above
 7. Amount Financed (\$ less 6) \$ 15727.12 (7)

You want to buy a gap contract.

Buyer X

OPTIONAL SERVICE CONTRACT(S) You want I purchases the service contract(s) written with the followr company(ies) for the term(s) shown below for the charge(shown in Item 1J, 1K, and/or 1L above.

1J Company N/A
 Term N/A Mos. or N/A Mile
 1K Company N/A
 Term N/A Mos. or N/A Mile
 1L Company N/A
 Term N/A Mos. or N/A Mile
 Buyer X

SELLER ASSUMES LOAN BUYER MAY BE REQUIRED TO FURNISH SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
 Amount \$ N/A Finance Charge \$ N/A
 Total \$ N/A Payable in N/A installments of \$ N/A from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. Th contract contains the entire agreement between yc and us relating to this contract. Any change to it contract must sign

Buyer Sign
Co-Buyer Sign X

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the... X N/A Co-Buyer

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A Year N/A SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT. WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD. FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE B... STANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-in Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in Item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in Item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you. Buyer X N/A Co-Buyer N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had negotiated a different vehicle. After you sign below, you may only cancel the contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 3-day contract cancellation option on used vehicles with a purchase price of less than \$20,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ASSIGNMENT CLAUSE ON THE REVERSE SIDE. BEFORE SIGNING BELOW YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature Co-Buyer Signature X N/A Date N/A

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

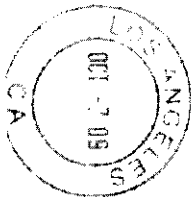
Other Owner Signature X Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owed on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owed even if other persons also sign as Guarantors, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable when if we do one or more of the following: (1) give the Buyer more time to pay or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept fees from the Buyer that are more than the total amount owed; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty; notice of the Buyer's non-payment, non-performance, and default; and notice of the amount owed at any time, and of any demands upon the Buyer. Guarantor N/A Date N/A Guarantor X N/A

CONSUMER LEGAL SERVICES, P.C.

1950 Sawtelle Boulevard, Suite 245
Los Angeles, CA 90025

11/21



0000012262



TOYOTA MOTOR SALES, U.S.A., INC.
National Headquarters
19001 S. Western Avenue
Mail Drop H200
Torrance, California 90509-2991

1 **CONSUMER LEGAL SERVICES, P.C.**
2 M. Nicholas Nita, Esq. (SBN 225194)
3 Jessica D. Lew, Esq. (SBN 225459)
4 1950 Sawtelle Boulevard, Suite 245
5 Los Angeles, California 90025
6 Telephone: (310) 477-1474
7 Facsimile: (310) 477-0343
8 Attorneys for Plaintiff,
9 SANDRA MORALES

**CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
JAN 15 2003**

John A. Clarke, Executive Officer/Clerk
BY MARY GARCIA, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

BC 428018

10 [REDACTED], an individual,)
11)
12 Plaintiff,)

CASE NO.:
Assigned for all purposes to:
The Honorable
Dept.:

15 v.

COMPLAINT FOR DAMAGES:

19 TOYOTA MOTOR NORTH AMERICA,)
20 INC., a California)
21 Corporation; MCCALL)
22 AUTOMOTIVE, INC., a California)
23 Corporation d/b/a TOYOTA)
24 CENTRAL; and DOES 1 through)
25 20, inclusive,)
26 Defendants.)

- 1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
- 2. Breach of Express Warranty under the Song-Beverly Warranty Act.
- 3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
- 4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JAN 14 2010

JURY TRIAL DEMANDED.

1 **PLAINTIFF** [REDACTED], hereby alleges and complains as
2 follows:

3 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 1. Plaintiff is an individual residing in the City of Los
5 Angeles, County of Los Angeles, in the State of California.

6 2. Defendant, TOYOTA MOTOR NORTH AMERICA, INC.,
7 (hereinafter referred to as "Manufacturer"), is a corporation
8 doing business in the County of Los Angeles, State of California,
9 and, at all times relevant herein, was/is engaged in the
10 manufacture, sale, distribution, and/or importing of TOYOTA motor
11 vehicles and related equipment.

12 3. Defendant, MCCALL AUTOMOTIVE, INC. d/b/a TOYOTA CENTRAL
13 (hereinafter referred to as "Seller"), is a corporation doing
14 business in the County of Los Angeles, State of California, and,
15 at all times relevant herein, a Manufacturer-authorized agent
16 engaged in the business of selling/leasing and servicing and
17 repairing Manufacturer's vehicles.

18 4. The true names and capacities, whether individual,
19 corporate, associate, or otherwise, of the Defendants, Does 1
20 through 20, inclusive, are unknown to Plaintiff who therefore sues
21 these Defendants by such fictitious names. Plaintiff will seek
22 leave to amend this Complaint to set forth their true names and
23 capacities when they have ascertained them. Further, Plaintiff is
24 informed and believes, and thereon alleges, that each of the
25 Defendants designated herein as a "Doe" is responsible in some
26 manner for the events and happenings herein referred to and caused
27 injury and damage to Plaintiff as herein alleged.

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1 5. Plaintiff is informed and believes, and thereon alleges,
2 that at all times herein mentioned, Defendants, and each of them,
3 were the agents, servants, and/or employees of each of their Co-
4 Defendants. Plaintiff is informed and believes, and thereon
5 alleges, that in doing the things hereinafter alleged Defendants,
6 and each of them, were acting in the course and scope of their
7 employment as such agents, servants, and/or employees, and with
8 the permission, consent, knowledge, and/or ratification of their
9 Co-Defendants, principals, and/or employers.

10 6. Before January 18, 2008, defendants Manufacturer and
11 Does 1 through 20 inclusive, manufactured and/or distributed into
12 the stream of commerce a Certified Pre-Owned 2005 Toyota Corolla,
13 VIN 1NXBR32E35Z [REDACTED] (hereinafter referred to as the "Vehicle")
14 for its eventual sale/lease in the State of California.

15 7. On or about January 18, 2008, Plaintiff purchased, for
16 personal, family, and/or household purposes, the subject Vehicle
17 from the Seller for a total consideration over the term of the
18 installment contract of \$23,248.72. Retail Installment Sale
19 Contract is in the possession of Defendants.

20 8. The subject Vehicle was/is a "new motor vehicle" under
21 the Song-Beverly Warranty Act.

22 9. Along with the purchase of the Vehicle, Plaintiff
23 received written warranties and other express and implied
24 warranties including, but not limited to, warranties from
25 Manufacturers and Seller that the Vehicle and its components would
26 be free from all defects in material and workmanship; that the
27 Vehicle would pass without objection in the trade under the
28 contract description; that the Vehicle would be fit for the

1 ordinary purposes for which it was intended; that the Vehicle
2 would conform to the promises and affirmations of fact made; that
3 Defendants, and each of them, would perform any repairs,
4 alignments, adjustments, and/or replacements of any parts
5 necessary to ensure that the Vehicle was free from any defects in
6 material and workmanship; that Defendants, and each of them, would
7 maintain the utility of the Vehicle for three years or 36,000
8 miles and would conform the Vehicle to the applicable express
9 warranties. (A copy of the written warranty is in the possession
10 of the Defendants).

11 10. Plaintiff has duly performed all the conditions on
12 Plaintiff's part under the purchase agreement and under the
13 express and implied warranties given to plaintiff, except insofar
14 as the acts and/or omissions of the Defendants, and each of them,
15 as alleged herein, prevented and/or excused such performance.

16 11. Plaintiff has delivered the Vehicle to the
17 Manufacturers' authorized service and repair facilities, agents
18 and/or dealers, including Seller, on numerous separate occasions
19 resulting in the Vehicle being out of service by reason of repair
20 of nonconformities. Repair Orders/Invoices are in the possession
21 of Defendants.

22 12. By way of example, and not by way of limitation, the
23 defects, malfunctions, misadjustments, and/or nonconformities with
24 Plaintiff's Vehicle include the following: Plaintiff has submitted
25 the subject Vehicle for defects and malfunctions, specifically for
26 driveability concerns related to problems such as vehicle jerking
27 forward when driving on freeways, leaking drive belt tensioner,
28 chirping drive belts, and engine light coming on, that have been

1 unable to be fully repaired by the manufacturer/ dealer, among
2 other concerns.

3 13. Each time Plaintiff delivered the nonconforming Vehicle
4 to a Manufacturer-authorized service and repair facility,
5 Plaintiff notified Defendants, and each of them, of the defects,
6 malfunctions, misadjustments, and/or nonconformities existent with
7 the Vehicle and demanded that Manufacturers or its representatives
8 repair, adjust, and/or replace any necessary parts to conform the
9 Vehicle to the applicable warranties.

10 14. Each time Plaintiff delivered the nonconforming Vehicle
11 to a Manufacturer-authorized service and repair facility,
12 Defendants, and each of them, represented to Plaintiff that they
13 could and would conform the Vehicle to the applicable warranties,
14 that in fact they did conform the Vehicle to said warranties, and
15 that all the defects, malfunctions, misadjustments, and/or
16 nonconformities have been repaired; however, Manufacturer or their
17 representatives failed to conform the Vehicle to the applicable
18 warranties because said defects, malfunctions, misadjustments,
19 and/or nonconformities continue to exist even after a reasonable
20 number of attempts to repair was given.

21 15. The amount in controversy exceeds TWENTY FIVE THOUSAND
22 DOLLARS (\$25,000.00), exclusive of interest and costs, for which
23 Plaintiff seeks judgment against Defendants, together with
24 equitable relief. In addition, Plaintiff seeks damages from
25 Defendants, and each of them, for incidental, consequential,
26 exemplary, and actual damages including interest, costs, and
27 actual attorneys' fees.

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1 FIRST CAUSE OF ACTION

2 (Breach of Implied Warranty of Merchantability under Song-Beverly
3 Warranty Act against all Defendants)

4 16. Plaintiff realleges each and every paragraph (1-15) and
5 incorporates them by this reference as though fully set forth
6 herein.

7 17. The distribution and sale of the Vehicle was accompanied
8 by the Manufacturer and Seller's implied warranty that the Vehicle
9 was merchantable.

10 18. Furthermore, Defendants, and each of them, impliedly
11 warranted, *inter alia*, that the Vehicle would pass without
12 objection in the trade under the contract description; that the
13 Vehicle was fit for the ordinary purposes for which it was
14 intended; that the Vehicle was adequately assembled; and/or that
15 the Vehicle conformed to the promises or affirmations of fact made
16 to Plaintiff.

17 19. As evidenced by the defects, malfunctions,
18 misadjustments, and/or nonconformities alleged herein, the Vehicle
19 was not merchantable because it did not have the quality that a
20 buyer would reasonably expect, because it could not pass without
21 objection in the trade under the contract description; because it
22 was not fit for the ordinary purposes for which it was intended;
23 because it was not adequately assembled; and/or because it did not
24 or could not be conformed to the promises or affirmations of fact
25 made to Plaintiff.

26 20. Upon discovery of the Vehicles's nonconformities,
27 Plaintiff took reasonable steps to notify Defendants, and each of
28 them, within a reasonable time that the Vehicle did not have the

1 quality that a buyer would reasonably expect and, further,
2 justifiably revoked acceptance of the nonconforming Vehicle.

3 21. On or about October 7, 2009, Plaintiff notified the
4 Manufacturer and Seller of their breach and justifiably revoked
5 acceptance of the nonconforming Vehicle under the Commercial Code
6 sections 2607 and 2608. Plaintiff further demanded that the
7 Manufacturer cancel the sale, take back the nonconforming Vehicle,
8 refund all the money expended, pay the difference between the
9 value of the Vehicle as accepted and the value the Vehicle would
10 have had if it had been as warranted, and/or pay damages under the
11 Commercial Code sections 2711, 2714, and 2715. Defendants, and
12 each of them, have, however, refused to comply. Notification
13 Letter is in the possession of Defendants.

14 22. On or about October 7, 2009, Plaintiff also made a
15 demand upon Manufacturer and Seller for replacement or
16 restitution, pursuant to Song-Beverly. Defendants, and each of
17 them, knew of their obligations under Song-Beverly; however,
18 despite Plaintiff's demand, Defendants and each of them, have
19 intentionally failed and refused to make restitution or
20 replacement pursuant to Song-Beverly.

21 23. As a result of the acts and/or omissions of the
22 Defendants, and each of them, Plaintiff has sustained damage in
23 the amount actually paid or payable under the contract, plus
24 prejudgement interest thereon at the legal rate. Plaintiff will
25 seek leave to amend this Complaint to set forth the exact amount
26 thereof when that amount is ascertained.

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1 24. As a further result of the actions of Defendants, and
2 each of them, Plaintiff has sustained incidental and consequential
3 damages in an amount yet to be determined, plus interest thereon
4 at the legal rate. Plaintiff will seek leave to amend this
5 Complaint to set forth the exact amount of incidental damages when
6 that amount is ascertained.

7 25. As a further result of the actions of Defendants, and
8 each of them, Plaintiff has sustained damages equal to the
9 difference between the value of the Vehicle as accepted and the
10 value the Vehicle would have had if it had been as warranted.

11 26. As a direct result of the acts and/or omissions of
12 Defendants, and each of them, and in pursuing Plaintiff's claim,
13 it was necessary for Plaintiff to retain legal counsel. Pursuant
14 to Song-Beverly, Plaintiff, in addition to their other remedies,
15 is entitled to the recovery of their attorneys' fees based upon
16 actual time expended and reasonably incurred, in connection with
17 the commencement and prosecution of this action.

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1 SECOND CAUSE OF ACTION

2 (Breach of Express Warranty under Song-Beverly Warranty Act
3 against all Defendants)

4 27. Plaintiff realleges each and every paragraph (1-26) and
5 incorporates them by this reference as though fully set forth
6 herein.

7 28. The Vehicle had defects, malfunctions, misadjustments,
8 and/or nonconformities covered by the warranty that substantially
9 impaired its value, use, or safety to Plaintiff.

10 29. Plaintiff delivered the Vehicle to Manufacturer or its
11 authorized repair facilities for repair.

12 30. Defendants, and each of them, failed to service or
13 repair the Vehicle to match the written warranty after a
14 reasonable number of opportunities to do so.

15 31. The acts and/or omissions of Defendants, and each of
16 them, in failing to perform the proper repairs, part replacements,
17 and/or adjustments, to conform the Vehicle to the applicable
18 express warranties constitute a breach of the express warranties

19 that the Manufacturer provided to Plaintiff, thereby breaching
20 Defendants' obligations under Song-Beverly.

21 32. Defendants, and each of them, failed to perform the
22 necessary repairs and/or service in good and workmanlike manner.
23 The actions taken by Defendants, and each of them, were
24 insufficient to make the Subject Vehicle conform to the express
25 warranties and/or proper operational characteristics of like
26 Vehicles, all in violation of Defendants' obligations under Song-
27 Beverly.

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1 33. On or about October 7, 2009, Plaintiff made a demand
2 upon Manufacturer and Seller for replacement or restitution,
3 pursuant to Song-Beverly. Defendants, and each of them, knowing
4 their obligations under Song-Beverly, and despite Plaintiff's
5 demand, failed and refused to make restitution or replacement
6 according to the mandates of Song-Beverly. The failure of
7 Defendants, and each of them, to refund the price paid and payable
8 or to replace the Vehicle was intentional and justifies an award
9 of a Civil Penalty in an amount not to exceed two times
10 Plaintiff's actual damages.

11 34. As a result of the acts and/or omissions of Defendants,
12 and each of them, and pursuant to the provisions of the Song-
13 Beverly, Plaintiff is entitled to replacement of the Vehicle or
14 restitution of the amount actually paid or payable under the
15 contract, at Plaintiff's election, plus prejudgment interest
16 thereon at the legal rate. Plaintiff will seek leave of Court to
17 amend this Complaint to set forth the exact amount of restitution
18 and interest, upon election, when that amount has been
19 ascertained.

20 35. Additionally, as a result of the acts and/or omissions
21 of Defendants, and each of them, and pursuant to Song-Beverly,
22 Plaintiff has sustained and is entitled to consequential and
23 incidental damages in amounts yet to be determined, plus interest
24 thereon at the legal rate. Plaintiff will seek leave of the court
25 to amend this complaint to set forth the exact amount of
26 consequential and/or incidental damages, when those amounts have
27 been ascertained.

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1 36. As a direct result of the acts and/or omissions of
2 Defendants, and each of them, and in pursuing Plaintiff's claim,
3 it was necessary for Plaintiff to retain legal counsel. Pursuant
4 to Song-Beverly, Plaintiff, in addition to other remedies, is
5 entitled to the recovery of their attorneys' fees based upon
6 actual time expended and reasonably incurred, in connection with
7 the commencement and prosecution of this action.

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1 THIRD CAUSE OF ACTION

2 (Breach of Written Warranty under Magnuson-Moss Warranty Act
3 against all Defendants)

4 37. Plaintiff realleges each and every paragraph (1-36) and
5 incorporates them by this reference as though fully set forth
6 herein.

7 38. Plaintiff is a "Consumer" as defined in the Magnuson-
8 Moss Warranty Act (hereinafter referred to as the "Warranty Act")
9 15 USC 2301(3).

10 39. The Seller is a "Supplier" and "Warrantor" as defined by
11 the Warranty Act, 15 USC 2301(4), (5).

12 40. The Manufacturer is a "Supplier" and "Warrantor" as
13 defined by the Warranty Act, 15 USC 2301(4), (5).

14 41. The Vehicle is a "Consumer Product" as defined in the
15 Warranty Act, 15 USC 2301(1).

16 42. The Vehicle was manufactured, sold, and leased
17 /purchased after July 4, 1975.

18 43. The express warranty given by the Manufacturers
19 pertaining to the Vehicle is a "Written Warranty" as defined in
20 the Warranty Act, 15 USC 2301(6).

21 44. The Seller is an authorized dealership/agent of the
22 manufacturer designated to perform repairs on Vehicles under
23 Manufacturer warranties.

24 45. The above-described actions (failure to repair and/or
25 properly repair the above-mentioned defects, etc.), including
26 failure to honor the written warranty, constitute a breach of the
27 written warranty by the Manufacturer and Seller actionable under
28 the Warranty Act, 15 USC 2310(d)(1), (2).

1 46. As a direct result of the Manufacturer and/or Seller's
2 acts and/or omissions, Plaintiff has suffered damages as set forth
3 herein. Therefore, Plaintiff is entitled to a judgment and the
4 following relief against all Defendants: (1) A declaration that
5 acceptance has been properly revoked by Plaintiff and for damages
6 incurred in revoking acceptance; (2) A refund of the purchase
7 price paid by Plaintiff for the Vehicle; (3) Cancellation of
8 Plaintiff's retail installment contract and payment in full of the
9 balance of same; (4) Consequential, incidental, and actual damages
10 to be proved at trial; (5) Costs and expenses including actual
11 attorneys' fees reasonably incurred; (6) Prejudgment interest at
12 the legal rate; and (7) Such other relief the Court deems
13 appropriate.

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1 **FOURTH CAUSE OF ACTION**

2 (Breach of Implied Warranty under Magnuson-Moss Warranty Act
3 against all Defendants)

4 47. Plaintiff realleges each and every paragraph (1-46) and
5 incorporates them by this reference as though fully set forth
6 herein.

7 48. The above-described actions on the part of the Seller
8 constitute a breach of the implied warranties of merchantability
9 actionable under the Warranty Act, 15 USC 2301(7), 2308,
10 2310(d)(1), (2).

11 49. As a direct result of the Seller's acts and/or
12 omissions, Plaintiff has suffered damages as set forth herein.
13 Therefore, Plaintiff is entitled to judgment against all
14 Defendants declaring acceptance has been properly revoked by
15 Plaintiff and for damages incurred in revoking acceptance, for a
16 refund of the purchase price paid by Plaintiff for the Vehicle,
17 for cancellation of Plaintiff's retail installment contract and
18 for payment in full by Defendants and all of them on the balance

19 of the installment contract, for consequential, incidental, and
20 actual damages, for costs, prejudgment interest at the legal rate,
21 for actual attorneys' fees reasonably incurred, and such other
22 relief the Court deems appropriate.

23 **WHEREFORE**, Plaintiff prays for judgment against all
24 Defendants, and each of them, as follows:

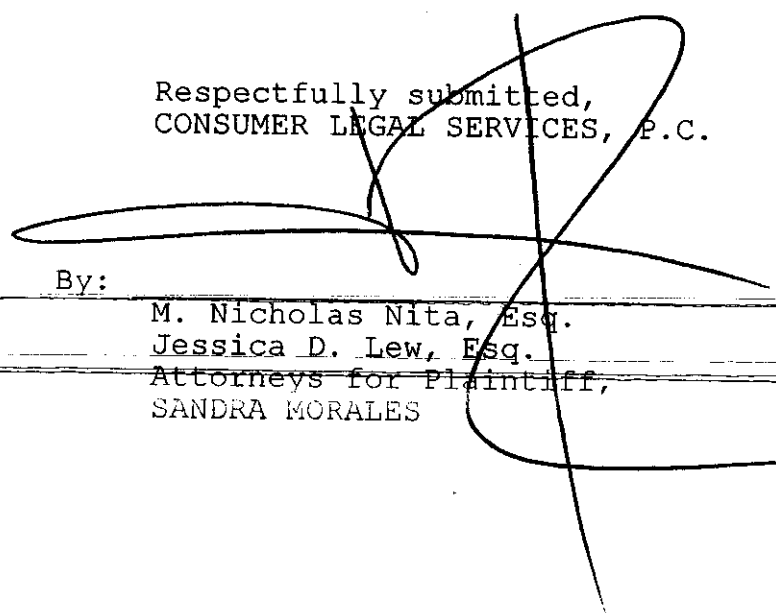
- 25 A. For replacement or restitution, at Plaintiff's election,
26 according to proof;
27 B. For incidental damages, according to proof;
28 C. For consequential damages, according to proof;

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- D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times the amount of Plaintiff's actual damages;
- E. For actual attorney's fees, reasonably incurred;
- F. For costs of suit and expenses, according to proof;
- G. For the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted;
- H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;
- I. For pre-judgment interest at the legal rate;
- J. Such other relief the Court deems appropriate.

Date:

Respectfully submitted,
CONSUMER LEGAL SERVICES, P.C.



By:

M. Nicholas Nita, Esq.
Jessica D. Lew, Esq.
Attorneys for Plaintiff,
SANDRA MORALES

BEATTY & MYERS, LLP
ATTORNEYS

100 West Broadway, Suite 5000 • Long Beach, CA 90802-4490
Tel 562.606.1530 • Fax 562.268.1141 law@beattymyers.com

Our File No. TMS 0910161

November 6, 2009

VIA FACSIMILE
AND CERTIFIED MAIL

M. Nicholas Nita
Consumer Legal Services
1950 Sawtelle Blvd., Suite 250
Los Angeles, CA 90025

Re: [REDACTED] v. *Toyota Motor Sales, U.S.A., Inc., et al.* (CLRA Claim)
Subject Vehicle: 2005 Toyota Corolla
VIN: 1NXBR32E35Z [REDACTED]

Dear Mr. Nita:

Our office represents Toyota Motor Sales, U.S.A., Inc. We have been asked to respond, on behalf of TMS and Toyota Central, to your letter of 10-7-09 requesting that our client repurchase the 2005 Toyota Corolla that was purchased by [REDACTED] from Toyota Central on 1-18-08, as a TCUV.

In order to respond to your claim, we have done the following:

1. Reviewed the warranty history for the subject vehicle;
2. Reviewed the purchase records from Toyota Central;
3. Reviewed the repair orders from Toyota Central;
4. Reviewed the communication history with [REDACTED]; and
5. Reviewed the documentation that you sent to TMS.

Your letter fails to identify any specific problem with the subject vehicle. After reviewing the service history we were unable to identify any current or ongoing problems with the vehicle. We are also unaware of any instance where TMS failed to repair or conform the vehicle to the terms of the written limited warranty. Your client only had one service visit for an ECM malfunction,

M. Nicholas Nita
November 6, 2009
Page 2

and one service visit for a transmission issue. The Song-Beverly Act requires at least two repair attempts for a given condition. Your client also refused to allow the dealership to attempt a repair of the drive belt noise complaint. Therefore, we are unable to comply with your request that the subject vehicle be repurchased. (If there are any current problems with the vehicle that you believe fall within the warranty coverage, please let us know and we would be happy to consider any additional information that you have.)

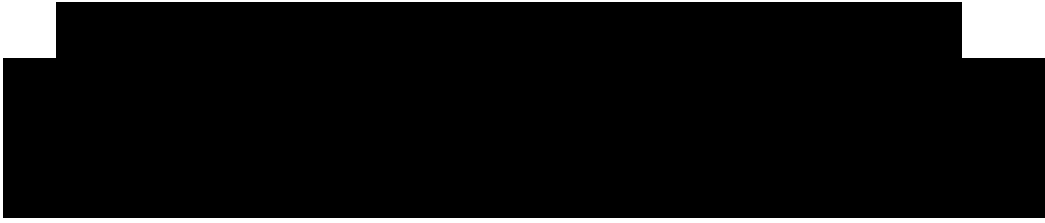
Your letter also accuses TMS and Toyota Central of violating certain provisions of the California Consumer Legal Remedies Act (Civil Code section 1750 et seq.). However, you have provided no factual information to support your allegations.

As a reminder, please be advised that TMS participates in an Informal Dispute Resolution Program with the National Center for Dispute Settlement (NCDS). This program is part of Toyota's commitment to provide, free of charge, an impartial and non-affiliated organization to promptly and equitably address your client's concerns. Also, the decision of NCDS is not binding on your client, but is binding on Toyota. Accordingly, if Ms. Morales continues to have concerns about the vehicle, we encourage her to contact NCDS at 1-866-272-4872.

Very truly yours,

JOHN W. MYERS IV

JWM:mj



Case Report - 200710100059

Customer/Caller Summary:

Customer Name/Address:



Eros, LA

Caller Phone:

Caller Alt. Phone:



Case Summary:

Case Title: Product; Abnormal Condition; ABS- Brakes; Other-Please Specify
Case Type: Accident
Contact Method: Phone
Cust Attitude: Concerned
Coding Type: Complaint
Category: Product
Problem Area: Abnormal Condition
Component: ABS- Brakes
Condition: Other-Please Specify
VIN: JTDBR32E670 [REDACTED]
Dofu: 01/08/2007 [REDACTED]
Current Miles: 11000
Incident Miles: 11000
Model Year: 2007
Model Name: Corolla
Region: GST
District: 13
Dealer 1: Van-Trow Toyota, 17027
Selling Dealer: Van-Trow Toyota, 17027

Case History:

Caller Seeks: to have \$8k rpr's paid for by Toy b/c computer failed.
CAC Stated: CM closing case as veh repaired.cust to submit supporting docs,claims&photos to claims dept.

*** PHONE LOG 10/10/2007 06:24:16 AM DHenkenius
Caller([REDACTED], Father) states: daughter owns 07 Corolla. sts daughter was involved in accident. sts veh lost power & brakes. Date of accident 09/06, sts veh body has been rpr'd, sts veh currently located at toy dlr waiting for computer. cllr sts daughter only occupant & wearing seatbelt. sts daughter went to hospital next day & x-ray, sts was given some pain pills. sts point of impact approx 15-20 mph, sts lost power & ran into a steel pole(front impact), no...

*** NOTES 10/10/2007 06:34:36 AM DHenkenius
...airbag deployment. Cllr sts front bumper caved in, sts hood damaged, sts front bumper damaged. sts daughter?s head hit windshield. Cllr sts there was no warning lights on prior to accident. Cllr sts no prev accidents w/ veh. sts there was no fire. cllr fls veh died & caused accident b/c computer failed, fls concern should be rpr'd by toy. NCR apol & adv cllr have documented & opened case to case manager, adv expect a c/b within 1 bus dy

*** SUBCASE 200710100059-1 CREATED 10/11/2007 11:36:12 AM NRaye

*** NOTES 10/11/2007 02:29:37 PM NRaye
++OUTGOING CUST CALL++
CM spk w/[REDACTED] father) who provided cm w/some info to complete legal tab & will his daughter call cm tomorrow.

*** PHONE LOG 10/12/2007 08:49:52 AM NRaye Action Type: Incoming call
++INCOMING CUST CALL++
Cllr Miss Nelson c/b sts traveling W. on Chinnier Rd@approx 55-60mph, attempting to make lft turn into excalibur parking lot, made turn going downhill, applied brakes then all of a sudden brakes & steering wheel locked up causing her to hit a handicap sign, causing damage to front end of veh,sts only occupant in veh, sts wore seatbelt,cust sts went to hosp next day,no hopilization the Dr. prescribed pain meds for soreness of back & neck, dashboard in normal cond, no downsizing. cllr sts veh previously involved in hit & run accident, veh has not been to dlr previously for brake or steering wheel concerns, no airbag deployment, veh was driveable after accident & has been repaired@Parkers auto body-ph#318-396-5870. Cllr fls main eng computer failed causing brakes & steering wheel to lock up causing her to hit the pole. Cust

sks Toy to pay hosp, tow bill & compensation for missed work. clir put her her Dad [REDACTED] (dad) on the phone. CM apol, adv [REDACTED] due to veh being repaired, he may send supporting ltrs, photos & claims docs to our claims dept. cm provided cust w/address & adv once the paperwork is received he will be notified by mail or phone. cm closing case.

*** CASE CLOSE 10/12/2007 08:53:39 AM NRaye
CM closing case as veh repaired.cust to submit supporting docs,claims&photos to claims dept.

*** SUBCASE 200710100059-1 CLOSED 10/12/2007 08:54:45 AM NRaye

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Subcase Close	10/12/2007 08:54:45 AM	NRaye	Number = 200710100059-1, Status = Action CAC, Resolution Code = Full..
Case Close	10/12/2007 08:53:39 AM	NRaye	Status = Closed, Resolution Code = Full, State = Open.
Modify	10/12/2007 08:53:27 AM	NRaye	into WIP default and Status of Action CAC.
Phone Log	10/12/2007 08:49:52 AM	NRaye	Start = 10/12/2007 08:29:50 AM, End = 10/12/2007 08:49:52 AM, Contact = [REDACTED]
Notes	10/11/2007 02:29:37 PM	NRaye	Log notes.
Modify	10/11/2007 02:29:37 PM	NRaye	into WIP default and Status of Action CAC.
Modify	10/11/2007 11:36:21 AM	NRaye	into WIP default and Status of Action CAC.
Admin Subcase	10/11/2007 11:36:12 AM	NRaye	Number = 200710100059-1, Created in WIP default with due date 10/11/2007 07:15:53 PM..
Set Originato	10/11/2007 11:35:44 AM	NRaye	Set Originator: by NRaye
Accept	10/11/2007 11:35:28 AM	NRaye	from Queue Toyota Resolution Queue to WIP default.
Dispatch	10/10/2007 06:35:41 AM	DHenkenius	from WIP default to Queue Toyota Resolution Queue.
Modify	10/10/2007 06:35:30 AM	DHenkenius	into WIP default and Status of Action CAC.
Notes	10/10/2007 06:34:36 AM	DHenkenius	Log notes.
Phone Log	10/10/2007 06:24:16 AM	DHenkenius	Start = 10/10/2007 06:11:25 AM, End = 10/10/2007 06:24:16 AM, Contact = [REDACTED]
Modify	10/10/2007 06:24:15 AM	DHenkenius	into WIP default and Status of Action CAC.
Create	10/10/2007 06:11:25 AM	DHenkenius	Contact = [REDACTED], Priority = Customer, Status = Action CAC.

TOYOTA

Writer's Direct Dial: (310) 468-5027
Writer's Direct Fax: (310) 381-6317
Carole_hargrave@toyota.com

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501

November 29, 2007

VIA US MAIL

[REDACTED]
Eros, LA [REDACTED]

RE:

[REDACTED]
Date of Loss: September 6, 2007
Vehicle: 2007 Toyota Corolla
VIN #: JTDBR32E670 [REDACTED]

Dear [REDACTED]

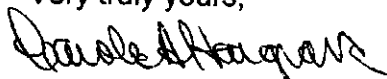
This letter is in response to your communication with our Customer Relations Department in regards to the above referenced incident.

It is our understanding that you reported that [REDACTED] was turning into a parking lot, made a turn going downhill, traveling at approximately 15-20 mph, applied the brake and all of a sudden the brakes and steering wheel locked up causing her to hit a handicap sign.

It is your opinion that the engine computer failed causing the brakes and steering wheel to lock up. According to the accident report [REDACTED] reported that she was unable to steer the vehicle and the brakes did not work. She did not state that the engine quit or that the steering wheel "locked up". Even if the vehicle had stalled the steering and brakes would still be operative and at the speed of 15-20mph she should have been able to both steer and brake the vehicle.

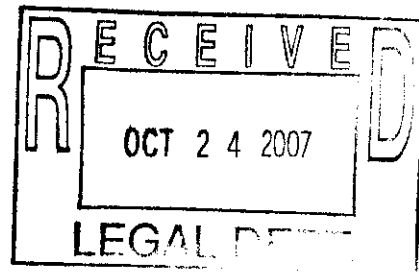
We are very sorry about this most unfortunate incident however based on the information we have received it is our opinion that this incident was not the result of any type of defect with the vehicle. Thank you for allowing us to address your concerns in this matter.

Very truly yours,



Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.

**To: Toyota Motor
Claim Department. HQ11 19001
South Western AVE Torrance, California 90509**



From:

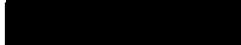


Eros, LA

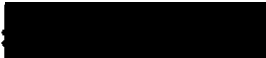
Home:



Cell:



Fax:



Accident Information

Accident Date: 9/6/07

Accident Report Case # 07012805

Ouachita Parish Sheriff Department

Toyota Claim Department

ATT: Nicole

1-800-331-4331 Ext. 73004

Case Claim # 200710100059

Van Trow Store

McKiffin

Store # 1-318-387-2020

Fax # 310-381-6100

Toyota: 1-800-331-4331

Parker Auto Body Repair

Slade

Store # 1-318-396-5870

Shelter Insurance

Gary Richardson # 1-318-343-3582

Shelter Insurance # 1-800-743-5837

Insurance Policy: 17-1 3321271



Van-Trow Toyota, Inc.

(318) 387-2020
2015 Louisville Avenue • Box 4026
MONROE, LOUISIANA 71211-4026

DISCLAIMER OF WARRANTIES: The warranties applying to this purchase are those stated on the manufacturer's literature. The selling dealer hereby disclaims any liability for damages, including any consequential damages, arising out of the sale of this product and/or service. Buyer shall hold the manufacturer harmless for any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other consequential damages.

NOT RESPONSIBLE FOR ANY CB RADIOS, CB ANTENNAS, TAPE DECKS, TAPES OR ANY PERSONAL ITEMS LEFT IN THIS VEHICLE. A \$5.00 PER DAY CHARGE MAY BE ASSESSED AFTER THE CUSTOMER HAS BEEN NOTIFIED FOR VEHICLE PICKUP.

TERMS STRICTLY CASH OR CREDIT CARD

I hereby authorize the repair work herein set forth to be done along with the necessary materials and agree that you are not responsible for the loss of or damage to or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unusual traffic, or other factors, or delays 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 herein is hereby acknowledged on above vehicle to secure the amount of repair therefor. The owner of the above described vehicle agrees to pay any reasonable attorney's fees and court costs incurred in the collection of the amount of the price of any item.

CUSTOMER NO 820596	ADVISOR LARRY	TAG NO. 136 579	INVOICE DATE 10/10/07	INVOICE NO. TOCS123400
[REDACTED] EROS, LA	LABOR RATE 85.00	LICENSE NO.	COLOR IMPULSE RED	STOCK NO. 2438
	YEAR / MAKE / MODEL 07/TOYOTA/COROLLA/4 DOOR	MILEAGE 12,599	DELIVERY DATE 01/03/07	DELIVERY MILES 160
	VEHICLE I.D. NO. JTDBR32E670		SELLING DEALER NO.	PACK/UNPACK DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/08/07	
BUSINESS PHONE	COMMENTS			

LABOR & PARTS				WARRANTY	
JOB # 1	02T0Z04	STALLS NOT ENGINE HAS DIED THREE TIMES FOUND NO START RELATED TO ECM NO SPARK TO INJECTOR R&R ECM	HOURS: 0.40	TECH(S): 50	
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	89661-02K21	COMPUTER, ENGINE		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00
SUBLET	PO#	VEND INVF	INV. DATE	DESCRIPTION	WARRANTY
JOB # 1	26717	51160	10/08/07	TOW	
				TOTAL - SUBLET	0.00
TOTALS					
				TOTAL LABOR....	0.00
				TOTAL PARTS....	0.00
				TOTAL SUBLET....	0.00
				TOTAL G.O.G....	0.00
				TOTAL MISC CHG.	0.00
				TOTAL MISC DISC	0.00
				TOTAL TAX.....	0.00
				TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

Caledonia Financial Services
 PO Box 189005
 Plantation, Florida 33318-0005

BILLING QUESTIONS PLEASE CALL
 877 693-5600

ACCOUNT NUMBER
 GW1 000005951

STATEMENT DATE
 09/24/07

BALANCE DUE
 339.00

Responsible Party:

T67 P1
 [REDACTED]
 EROS, LA
 [REDACTED]

MAKE CHECKS PAYABLE TO:

ED PHYS OF WEST LOUISIANA, LLC
 PO BOX 203365
 HOUSTON, TX 77216-3365

DETACH AT PERFORATION - RETURN THIS PORTION WITH PAYMENT

ACCOUNT NUMBER

GW1 000005951

Please see back of form for insurance and credit card information

WE ACCEPT  AND  AND  OR 

DATE	DESCRIPTION	AMOUNT	CHARGE CODE	AMOUNT	DESCRIPTION	AMOUNT
------	-------------	--------	-------------	--------	-------------	--------

09/07/07	1 [REDACTED]	23 99284	847.0	EMERGENCY VISIT	339.00
		Patient: [REDACTED]			

Payment is due upon receipt of this statement.

DATE	DESCRIPTION	AMOUNT	CHARGE CODE	AMOUNT	DESCRIPTION	AMOUNT
09/24/07		339.00				339.00

DOCTOR LEGEND	COMMENTS
1 CANTWELL, VERNON, M.D. 2 3 4	This is a possible Auto claim. We do not have the complete info to process your claim. Please provide your auto information in order to process your claim.

ED PHYS OF WEST LOUISIANA, LLC
 PO BOX 203365
 HOUSTON, TX 77216-3365

PRIMARY INSUR: SELF PAY
 SECONDARY INSUR:
 LOCATION OF SVC: GLENWOOD REGIONAL MED

1/1 * A 13230/19874 13341/19874 * 13404/20379 13288/20128

Road Service

WRECKER SERVICE
 ROLL WITH US
 P.O. Box 2293
 WEST MONROE, LA 71294
 318-398-9257 or 318-325-1637

DATE 9-6-07	TIME	A.M. P.M.	REQUESTED BY	P.O. NO.
NAME [REDACTED]		PHONE		
ADDRESS Eros				
CITY		STATE	ZIP	
LOCATION OF VEHICLE Excalibur				
YEAR MAKE MODEL	COLOR Black		DRIVER	
STATE LA	LIC. PLATE NO. PDV 15112	VEHICLE ID. NO. 143	REGISTERED OWNER	
MILEAGE	SERVICE TIME	EXTRA PERSON		
FINISH	FINISH	FINISH		
START	START	START		
TOTAL	TOTAL	TOTAL		
REASON FOR TOW			SPECIAL EQUIPMENT	
<input type="checkbox"/> ACCIDENT <input type="checkbox"/> ABANDONED <input type="checkbox"/> ARREST <input type="checkbox"/> STOLEN CAR <input type="checkbox"/> UNREGISTERED <input type="checkbox"/> TOW ZONE <input type="checkbox"/> SNOW REMOVAL <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> IMPOUNDED <input checked="" type="checkbox"/> BREAK DOWN <input type="checkbox"/> LOCK OUT <input type="checkbox"/> START			<input type="checkbox"/> SINGLE LINE WINCHING <input type="checkbox"/> DUAL LINE WINCHING <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> DOLLY	
TYPE OF TOW		TOWED PER ORDER OF		VEHICLE TOWED TO
<input type="checkbox"/> SLING/ HOIST TOW <input type="checkbox"/> FLAT BED/ RAMP <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/>		<input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER		FIRST TOW Parker Auto SECOND TOW
STORAGE FROM			TOWING CHARGE	55.00
TO _____ DAYS @ \$ _____			MILEAGE CHARGE	
PAID BY			EXTRA PERSON	
<input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> VISA <input type="checkbox"/> AMEX CC NO. PAID			SPECIAL EQUIPMENT	
OPERATOR'S SIGNATURE James W. Womack			LABOR CHARGE	
DATE 9-6-07			STORAGE	
TRUCK NO. /			SUB-TOTAL	
AUTHOR			TAX	
VEHICLE RELEASED TO			TOTAL	55.00

21585

Not responsible for loss or damage to vehicle in case of fire, theft or any other cause beyond our control.

Thank You
 PRODUCT 2525

PARKER AUTO BODY WEST, INC
Federal ID #:721407623
"WHERE QUALITY COMES FIRST"
WWW.PARKERAUTOBODY.COM
4560 CYPRESS ST.
WEST MONROE, LA 71291
(318)396-5870 Fax: (318)396-6353

SUPPLEMENT OF RECORD 4 WITH SUMMARY

Written By: SLADE FRITH 10/03/2007 10:25 AM
Adjuster: WHITLEY, YVONNE

Insured: [REDACTED] **Claim #**at49062
Owner: [REDACTED] **Policy #**
Address: [REDACTED] **Deductible:** \$500.00
EBOS LA **Date of Loss:** 09/06/2007 at 12:00 AM
Cellular: [REDACTED] **Type of Loss:** Collision
Other: [REDACTED] **Point of Impact:** 12. Front

Inspect PARKER AUTO BODY WEST, INC **Business:** (318)396-5870
Location: WWW.PARKERAUTOBODY.COM
4560 CYPRESS ST.
WEST MONROE, LA 71291

Insurance SHELTER INSURANCE COMPANY
Company: 1635 COTTON DR 15 Days to Repair
BATON ROUGE, LA 70815

2007 TOYO COROLLA CE 4-1.8L-FI 4D SED MAROON Int:
VIN: JTDBR32E670 [REDACTED] **Lic:** **Prod Date:** **Odometer:** 11585

Condition: Excellent
Air Conditioning Rear Defogger Tilt Wheel
Intermittent Wipers Body Side Moldings Dual Mirrors
Console/Storage Clear Coat Paint Power Steering
Power Brakes Power Mirrors AM Radio
FM Radio Stereo Search/Seek
CD Player Driver Air Bag Passenger Air Bag
4 Wheel Disc Brakes Cloth Seats Bucket Seats
5 Speed Transmission Overdrive Full Wheel Covers

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		FRONT BUMPER				
2		O/H bumper assy			2.0	
3	Repl	Bumper cover CE & LE	1	191.40	Incl.	2.6
4		Add for Clear Coat				1.0
5	Repl	Absorber	1	65.90	Incl.	
6	Repl	Reinforcement	1	147.74	Incl.	
7	S01	Repl RT Side support	1	21.01	Incl.	
8	S01	Repl LT Side support	1	21.01	Incl.	
9		Repl RT Bumper cover protector	1	2.07	Incl.	
10		Repl LT Bumper cover protector	1	2.07	Incl.	

SUPPLEMENT OF RECORD 4 WITH SUMMARY
2007 TOYO COROLLA CE 4-1.8L-FI 4D SED MAROON Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
11	S01	Repl RT Hole cover	1	29.49	Incl.	
12	S01	Repl LT Hole cover	1	29.49	Incl.	
13		GRILLE				
14		Repl Grille	1	102.63	Incl.	
15		Repl Emblem	1	21.41	Incl.	
16		FRONT LAMPS				
17*	S01	Repl RT Headlamp assy CE & LE	1	<u>159.08</u>	Incl.	
18*	S01	Repl LT Headlamp assy CE & LE	1	<u>159.08</u>	Incl.	
19		Aim headlamps			0.5	
20		RADIATOR SUPPORT				
21#	S01	D&R wiring harness	1		1.0	
22		Repl Radiator support	1	320.93	s 8.5	1.5
23		Evacuate & recharge			m 1.4	M
24		Refrigerant recovery			m 0.4	M
25		Repl Lock support	1	40.24	Incl.	
26		COOLING				
27**	S04	Repl A/M Radiator assy auto trans	1	<u>155.00</u>	m Incl.	M
28		Repl Shroud w/o XRS	1	73.45	m Incl.	M
29		Repl Fan blade	1	53.15	m Incl.	M
30		Repl Fan blade retainer nut	1	8.71		
31		Repl Fan motor	1	146.11	m Incl.	M
32		Repl RT Radiator assy upper insulator	1	3.29		
33		Repl LT Radiator assy upper insulator	1	3.29		
34	S01	Repl RT Radiator assy lower bracket Japan built	1	11.32		
35	S01	Repl LT Radiator assy lower bracket Japan built	1	11.32		
36		AIR CONDITIONER & HEATER				
37#	S01	Repl Refrigerant R-134a	1	23.70		
38#	S01	Repl AC compressor oil	1	4.49		
39**	S04	Repl A/M Condenser US built from 5/04	1	<u>207.00</u>	m Incl.	M
40		Deduct for Overlap			-0.5	M
41#	S01	Repl Coolant (Extended life)	1	18.00		
42	S01	Repl Discharge hose all	1	85.53	m 0.5	M
43		HOOD				
44#	S01	Repl Mask jambs	1			0.5
45		Repl Hood	1	284.50	1.0	2.4
46*		Add for Clear Coat				1.0
47		Add for Underside(Complete)				1.4
48		Add for Clear Coat				0.3
49		Repl Insulator	1	128.09	Incl.	
50		Repl RT Hinge	1	24.84	0.3	0.3
51		Repl Insulator retainer	8	9.60		
52		Repl LT Hinge	1	24.84	0.3	0.3
53		Repl Lock assy	1	42.47	Incl.	

SUPPLEMENT OF RECORD 4 WITH SUMMARY
2007 TOYO COROLLA CE 4-1.8L-FI 4D SED MAROON Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
54		WINDSHIELD				
55#	S01	Repl Urethane kit	2	50.00		
56	S01	R&I RT Wiper arm			Incl.	
57	S01	Repl Molding w/o cold spec w/o XRS	1	48.59	Incl.	
58	S01	Repl Windshield NAGS green	1	185.65	2.3 G	
59	S01	R&I LT Wiper arm			Incl.	
60		FENDER				
61#	S01	D&R wiring harness	1		1.0	
62*	Rpr	RT Apron assy			s 2.0	1.0
63		Overlap Major Non-Adj. Panel				-0.2
64		Add for Clear Coat				0.2
65#	S01	D&R wiring harness	1		1.0	
66*	Rpr	LT Apron assy			s 2.0	1.0
67		Overlap Major Non-Adj. Panel				-0.2
68		Add for Clear Coat				0.2
69	Repl	RT Front support	1	42.81	0.5	0.2
70#	Rpr	PULL SHEET METAL TO REPLACE			1.0	
71*	Rpr	RT Sidemember assy			s 2.0	1.2
72		Overlap Major Non-Adj. Panel				-0.2
73		Add for Clear Coat				0.2
74#	Repl	PULL FRAME LT & RT	1		7.0	
75*	Rpr	LT Sidemember assy			s 3.0	1.2
76		Overlap Major Non-Adj. Panel				-0.2
77		Add for Clear Coat				0.2
78*	S01	Rpr RT Fender all			0.5	0.0
79	S01	Add for Edging				0.5
80	Blnd	LT Fender all				1.0
81		STEERING COLUMN				
82*	Rpr	ADJUST TILT MECHANISM			m 1.0	M
83	S01	ENGINE / TRANSAXLE				
84	S01	Repl Intake manifold	1	311.40	m 2.2	M
85	S01	COWL				
86	S01	R&I RT Cowl grille w/o cold spec w/o XRS			Incl.	
87#	S01	Subl Hazardous waste removal	1	5.00		
88#	S02	AUTHORIZATION AND DIRECTION TO PAY LOCATED IN FILE	1			

Subtotals ==> 3275.70 40.9 17.4

Parts		3275.70
Body Labor	33.6 hrs @ \$ 45.00/hr	1512.00
Paint Labor	17.4 hrs @ \$ 45.00/hr	783.00
Mechanical Labor	5.0 hrs @ \$ 60.00/hr	300.00
Glass Labor	2.3 hrs @ \$ 45.00/hr	103.50
Paint Supplies	17.4 hrs @ \$ 27.00/hr	469.80

SUPPLEMENT OF RECORD 4 WITH SUMMARY
2007 TOYO COROLLA CE 4-1.8L-FI 4D SED MAROON Int:

SUBTOTAL			\$ 6444.00
Sales Tax	\$ 6444.00 @	9.6000%	618.62

GRAND TOTAL			\$ 7062.62
ADJUSTMENTS:			
Deductible			500.00

CUSTOMER PAY			\$ 500.00
INSURANCE PAY			\$ 6562.62

SOMETIMES AFTER THE WORK HAS BEEN STARTED, ADDITIONALLY DAMAGED OR WORN PARTS ARE DISCOVERED WHICH WERE NOT EVIDENT ON FIRST INSPECTION. THIS DAMAGE REPORT DOES NOT COVER OR INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED. ALL PARTS PRICES ARE SUBJECT TO INVOICE AND PARTS ARE SUBJECT TO MANUFACTURERS WARRANTY.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ARM8427, CCC Data Date 09/01/2007, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

OUACHITA PARISH SHERIFF'S DEPARTMENT

Uniform Division
400 St. John St.
Monroe, LA 71201

Vehicle Incident Report



Dept. Code 909

LOCATION	455 Cheniere Blvd Rd.	DATE	9-6-07	TIME	1801	FILE #	07-012805
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TOTAL NUMBER OF VEHICLES INVOLVED	Year	Make	Model/No. Doors	No. Axles	Type	V.I.N.	Number		
	2007	Toyota	Corolla 4d.	2	4	JTDBR32E670	[Redacted]		
	Vehicle Disabled	Yes	Received By	Warrens Wrecker	License Plate	Year	State	Type	Number
					2008	LA		Private	PDY 154
	Trailer Description	Year	Make	Type	License Plate	Year	State	Number	
Insurance Co. Name (Not Agency Name)		Policy Number		Expiration Date		Points of Impact			
Shelter Ins Co.		17-1-3321971-7		1-19-08		A			
Registered Owner's Name and Address		Date of Birth		Damage Scale		Points of Impact			
[Redacted]		Hill RA Eros, La		3		A			
Driver's Name and Address (Unless Same)		Date of Birth		Damage Scale		Points of Impact			
Same		12-13-88		3		A			
DR. License State		Class		Number		Points of Impact			
LA		E		9071574		0 1 1 6 1			
Occupant's Names and Addresses		Date of Birth		Number Injured		Points of Impact			
None				0		1 1 6 1			

AREA DAMAGED	SCALE	POSITION	EJECTION	SEAT BELT/HARNESSES	SAFETY DEVICES	INJURY
	1 Light 2 Moderate 3 Heavy 4 Total 5 Fire 6 Submerged N Under-carriage	1 Front Left 2 Front Center 3 Front Right 4 Rear Left 5 Rear Center 6 Rear Right 7 Damag. of Spec. Vch. 8 Unknown	1 Not Ejected 2 Partially Eject. 3 Totally Ejected 4 Unknown if Eject.	1 Belt/Harness Not Installed 2 Only Belt Installed, Not Used 3 Belt/Harness Installed, Not Used 4 Belt Used, Harness Not Installed 5 Belt Used, Harness Not Used 6 Both/Harness Used 7 Belt used incorrectly, Harness not used 8 Belt/Harness Used Unknown 9 Belt/Harness Installed	1 Air Bags 2 Positive Restraints 3 Child Restraints 4 Helmet & Foot Restraints 5 Helmet Only 6 Eye Protection Only 7 None	1 Fatal 2 Critical Non-Fatal 3 Serious Non-Fatal 4 Serious 5 Moderate 6 Minor 7 No Injury

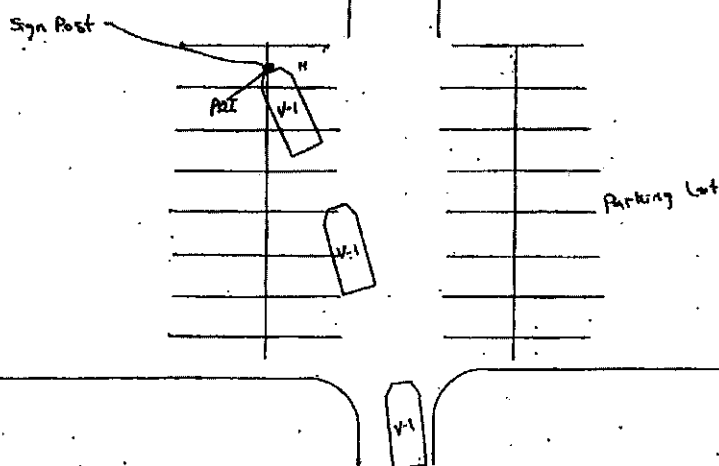
VEHICLE 1	Year	Make	Model/No. Doors	No. Axles	Type	V.I.N.	Number	
	Vehicle Disabled	Yes	Received By	License Plate	Year	State	Type	Number
	Trailer Description	Year	Make	Type	License Plate	Year	State	Number
	Insurance Co. Name (Not Agency Name)	Policy Number		Expiration Date		Points of Impact		
Registered Owner's Name and Address		Date of Birth		Damage Scale		Points of Impact		
Driver's Name and Address (Unless Same)		Date of Birth		Damage Scale		Points of Impact		
DR. License State		Class		Number		Points of Impact		
Occupant's Names and Addresses		Date of Birth		Number Injured		Points of Impact		

VEHICLE 2	Year	Make	Model/No. Doors	No. Axles	Type	V.I.N.	Number	
	Vehicle Disabled	Yes	Received By	License Plate	Year	State	Type	Number
	Trailer Description	Year	Make	Type	License Plate	Year	State	Number
	Insurance Co. Name (Not Agency Name)	Policy Number		Expiration Date		Points of Impact		
Registered Owner's Name and Address		Date of Birth		Damage Scale		Points of Impact		
Driver's Name and Address (Unless Same)		Date of Birth		Damage Scale		Points of Impact		
DR. License State		Class		Number		Points of Impact		
Occupant's Names and Addresses		Date of Birth		Number Injured		Points of Impact		

VEHICLE 3	Year	Make	Model/No. Doors	No. Axles	Type	V.I.N.	Number	
	Vehicle Disabled	Yes	Received By	License Plate	Year	State	Type	Number
	Trailer Description	Year	Make	Type	License Plate	Year	State	Number
	Insurance Co. Name (Not Agency Name)	Policy Number		Expiration Date		Points of Impact		
Registered Owner's Name and Address		Date of Birth		Damage Scale		Points of Impact		
Driver's Name and Address (Unless Same)		Date of Birth		Damage Scale		Points of Impact		
DR. License State		Class		Number		Points of Impact		
Occupant's Names and Addresses		Date of Birth		Number Injured		Points of Impact		

VEHICLE 4	Year	Make	Model/No. Doors	No. Axles	Type	V.I.N.	Number	
	Vehicle Disabled	Yes	Received By	License Plate	Year	State	Type	Number
	Trailer Description	Year	Make	Type	License Plate	Year	State	Number
	Insurance Co. Name (Not Agency Name)	Policy Number		Expiration Date		Points of Impact		
Registered Owner's Name and Address		Date of Birth		Damage Scale		Points of Impact		
Driver's Name and Address (Unless Same)		Date of Birth		Damage Scale		Points of Impact		
DR. License State		Class		Number		Points of Impact		
Occupant's Names and Addresses		Date of Birth		Number Injured		Points of Impact		

Excalibur
455 Cheniere Drew Rd.



Describe any unusual circumstances associated with the accident, witnesses names, addresses, etc. (Number in each vehicle by no.)

By responded to 455 Cheniere Drew Rd. (Excalibur) in reference to a vehicle incident that occurred in the parking lot. Vehicle 1 had entered the parking lot from Cheniere Drew Rd, crossed the marked parking places and hit a metal sign post set in the parking lot. There was heavy damage to the front of vehicle 1 and the post was leaning from the impact. Driver 1 stated that she was unable to steer the vehicle and the brakes wouldn't work. The vehicle was backed up approx 20 feet after the impact. The owner called and had the vehicle towed by Warren's Wrecker Service. The driver had hit her head on the windshield during the impact. She and her father, who was on scene refused medical treatment.

ALCOHOL TEST	VIDEO TAPES	TIME	INVESTIGATING OFFICER		
			Number of Arrests	Name & Name	Badge No.
No. 1 <input type="checkbox"/> Yes No. 2 <input type="checkbox"/> Yes No. 3 <input type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No	1806 Arrived at scene 1815 Investigation Complete: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>Jan Williams</i> By Jan Williams	1094 Approved 9-7-07 Lt. Williams #560	0750 9-6-07

SHELTER MUTUAL INSURANCE
COMPANY

FILED: SEP 08 2008

VERSUS NO. 08-3364

TOYOTA MOTOR CORPORATION and
TOYOTA MOTOR SALES, U.S.A., INC.

KATHY G. REAGAN

BY: _____
DEPUTY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes petitioner, **Shelter Mutual Insurance Company** (hereinafter referred to as "Shelter"), a foreign insurance company authorized to do and doing business in this parish and state, who respectfully shows as follows:

1.

Named defendants herein is: **Toyota Motor Corporation**, believed to be a foreign corporation authorized to do and doing business in this parish and state, and **Toyota Motor Sales, U.S.A., Inc.**, believed to be a foreign corporation authorized to do and doing business in this parish and state who is liable unto petitioners for the following reasons, to wit:

2.

On or about September 6, 2007, [REDACTED] was attempting to park a 2007 Toyota Corolla owned by Alan Nelson, at the Excalibur Family Fun Center in West Monroe, Louisiana.

3.

Due to a fault in the engine computer, the engine died, causing the steering wheel to lock and causing [REDACTED] to hit a pole in the parking lot.

4.

As a result of the above described collision, Excalibur Family Fun Center sustained damages totaling \$500.00.

5.

Petitioner shows that its insured, [REDACTED], was seen at Glenwood Regional Medical Center on September 7, 2007. She has incurred medical bills totaling \$723.85, which was paid by Shelter Mutual Insurance Company.

6.

Petitioner shows that the legal cause of the accident described above and all resulting

CASE ASSIGNED TO:
CV. SECT. 3

damages was caused by a fault in the engine computer, which was covered under the car's warranty.

7.

Petitioner shows that the car was taken to Van-Trow Toyota and was repaired under the warranty.

8.

At all pertinent times herein, there was in full force and effect a policy of automobile insurance issued by Shelter to and in favor of [REDACTED], which provided insurance coverage for the damages sustained in this accident. Shelter paid to or on behalf of [REDACTED] \$7,743.83, representing the amount of property damage and medicals, as to result of the September 6, 2007 accident.

9.

Pursuant to the Shelter policy, as a result of said payments, Shelter is legally and conventionally subrogated to the rights of [REDACTED], to the extent of its payments by virtue of law and the policy contract, and is entitled to reimbursement both legally and conventionally from defendants to the extent of these payments to and on behalf of their insured pursuant to their policy.

10.

Petitioner shows that because of the defect in the vehicle, that defendants, Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc., are legally liable to the plaintiff herein for the \$7,743.83 it has paid in connection with the 9/6/07 accident.

WHEREFORE, petitioner prays that defendants, Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc. be duly cited and served with a copy of this Petition for Damages and that after all legal delays and due proceedings are had herein, there be judgment herein and in favor of **Shelter Mutual Insurance Company** and against defendants for damages as are reasonable under the premises, along with legal interest from the date of judicial demand until paid and for all costs of these proceedings.

Respectfully submitted,

HUDSON, POTTS & BERNSTEIN, L.L.P.
P.O. Drawer 3008
Monroe, Louisiana 71210-3008
(318) 388-4400

BY: 

Jan P. Christiansen
Bar Roll No.20142

Please serve defendants:

TOYOTA MOTOR CORPORATION
THROUGH ITS AGENT FOR SERVICE PROCESSOR:
C T CORPORATION SYSTEM,
5615 CORPORATE BLVD., STE. 400B
BATON ROUGE, LA 70808

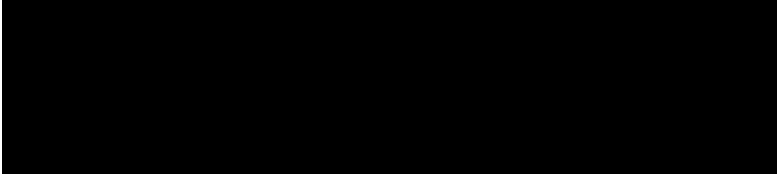
and

TOYOTA MOTOR SALES, U.S.A., INC.
THROUGH ITS AGENT FOR SERVICE PROCESSOR:
C T CORPORATION SYSTEM,
5615 CORPORATE BLVD., STE. 400B
BATON ROUGE, LA 70808

CERTIFIED
TRUE COPY

SEP 08 2008

BY 
DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA



DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiff
Identification No. 53084
1234 Market Street
Suite 2040
Philadelphia, PA 19107
(215) 563-7210

015... 2007
011... 2007
010... 2007

[REDACTED] : COURT OF COMMON PLEAS
: :
Norristown, PA [REDACTED] : :
: PHILADELPHIA COUNTY
: :
vs. : TERM, 2007 **JULY 2007**
: :
TOYOTA MOTOR SALES, USA : :
19001 S. Western Avenue : :
Torrance, CA 90509 : NO. **003115**

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [REDACTED] Norristown, PA [REDACTED].
2. Defendant, Toyota Motor Sales, USA, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with it's legal residence and principal place of business at 19001 S. Western Avenue, Torrance, CA 90509.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.
4. On or about May 29, 2006, Plaintiff purchased a 2005 Toyota Corolla LE

(hereinafter referred to as the "vehicle") manufactured and warranted by Defendant bearing the Vehicle Identification Number 1NXBR32E557^Z [REDACTED]. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, and interest but, excluding other collateral charges not specified, totaled \$29,310.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about May 29, 2006, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but were not limited to defective engine.

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformities, and the nonconformities remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

14. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

15. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

16. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

17. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

18. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

19. Plaintiff uses the subject product for personal, family and household purposes.

20. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

21. Defendant failed to make effective repairs.

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

23. Section 15 U.S.C. §2310 (d) (1) 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.

24. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

25. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability
- c. Breach of Implied Warranty of Fitness For a Particular Purpose.
- d. Breach of Duty of Good Faith.

27. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

28. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

29. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

30. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

31. Such damages include, but are not limited to, the purchase 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, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

32. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

33. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty

given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

34. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

35. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: 
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

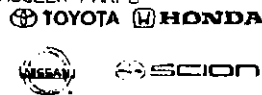
VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

[Redacted Signature]

Yates

Date: 6/19/07



Buyer's Order

05/29/06
DATE

1200 Ridge Pike • Conshohocken, PA 19428
www.conicelli.com

Phones: Toyota/Scion (610) 825-7128
Honda (610) 832-0707
Nissan (610) 825-4200
Used Cars (610) 834-0620

PURCHASER'S NAME
[REDACTED]
STREET ADDRESS
NORRISTOWN PA [REDACTED]
CITY STATE ZIP CODE
[REDACTED] [REDACTED] [REDACTED]
RES. PHONE BUS. PHONE
EMAIL ADDRESS

SALES PERSON **MARVIN L SANDERS**

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW USED CAR DEMO TRUCK

2005 TOYOTA COROLLA LE
YEAR MAKE MODEL

4 DOOR SEDAN WHITE LE MILEAGE 11737

SERIES BODY TYPE COLOR TRIM MILEAGE

VEHICLE I.D. NO. 1NXBR3E55Z [REDACTED] STOCK NO. TP8506

BOAT NO. LOCATE

TO BE DELIVERED ON OR ABOUT		MFG. SUGGESTED RETAIL PRICE	
USED CAR TRADE-IN INFORMATION		SELLING PRICE	
MAKE & MODEL	HAZDA 626		16995.00
YEAR	1994	MILEAGE	134700
TAG#	FXE4590	VEHICLE I.D. NO.	TYVGE22CXR5 [REDACTED]
INSURANCE COMPANY	SAFE AUTO	EXPIRATION DATE	07/01/07
POLICY #	[REDACTED]		
BALANCE OWED TO			
ADDRESS			
CITY	STATE	ZIP	
PHONE #	ACCT. #		
GIVEN BY:	GOOD UNTIL		
USED CAR ALLOWANCE	\$ 200.00		
BALANCE OWED ON CAR	\$		
NET	\$ 200.00		

WARRANTY INFORMATION

FACTORY WARRANTY - The factory warranty conditions all of the warranties with respect to the sale of this automobile. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume or imply any liability in connection with the sale of this automobile.

USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.

AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defect that presently exists or that may occur in the future.

PURCHASER'S SIGNATURE X [REDACTED]

CO-PURCHASER'S SIGNATURE X [REDACTED]

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of [REDACTED]

PURCHASER'S SIGNATURE X [REDACTED]

CO-PURCHASER'S SIGNATURE X [REDACTED]

RETURNING LEASED VEHICLE TO: [REDACTED]

CUSTOMER IS RESPONSIBLE FOR EXCESS WEAR AND TEAR, MILEAGE OR FEES. THE DEALER ASSUMES NO RESPONSIBILITY FOR ANY REPAIRS OR CHARGES REGARDLESS OF ANY ORAL STATEMENTS.

Note: All trades subject to appraisal at delivery.

Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof constitutes the complete and exclusive statement of the terms of this agreement relating to the subject matter covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCIAL COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. You the buyer may cancel this contract and receive a full refund any time before receipt of a copy of this contract signed by an authorized dealer representative by giving written notice of cancellation to the dealer. Purchaser by his execution of this order acknowledges that he has read its terms and conditions and has received a true copy of this order.

Customer Service	
Extended Service Contract	950.00
Paint Sealant	-- --
Fabric Protection	-- --
Transportation	-- --
Total Price of Vehicle	17955.00
Less Trade In Value	200.00
Net Difference	17755.00
Sales Tax	1086.30
On Line Registration	24.45
Registration Title Transfer Encumbrance	33.50
IRE TAX	9.00
Document Fee	59.00
M.V. Messenger Service Clerical Expense	0.00
Total	18312.25
Net Pay-Off on Trade-In	-- --
Total	18312.25
Down Payment	1000.00
Total	17962.25
ADDITIONAL TAX + GAP \$	350.00
TOTAL	18312.25
Additional Down Payment	-- --
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY	18312.25
AMOUNT FINANCED	18312.25

DATE 05/29/06

DATE 05/29/06

CO-PURCHASER'S SIGNATURE [REDACTED]

ACCEPTED BY: [REDACTED] DATE 05/29/06

DEALER OR HIS AUTHORIZED REPRESENTATIVE

Thank You. We appreciate your business!

WG 64923 (1/03)

Dealer Number: **371**

Account Number:

Buyer (and Co-Buyer) - Name(s) and Address(es) (include County and Zip Code)
 [Redacted]
NORRISTOWN PA

Creditor (Seller) - Name and Business Address
CONICELLI TOYOTA
1200 RIDGE PIKE
CONSHOHOCKEN PA 19428

Meaning of Words. In this contract, the words "you" "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

Year	Make and Model	Body Type	Vehicle Identification No.	Primary Use for Which Purchased
USED	2005 TOYOTA COROL	4DR	1NXBR32E55	<input checked="" type="checkbox"/> personal <input type="checkbox"/> agricultural
<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Radio	<input type="checkbox"/> Manual Transmission	<input type="checkbox"/> Power Steering	<input type="checkbox"/> business
<input type="checkbox"/> Sun Roof	<input type="checkbox"/> Stereo	<input type="checkbox"/> Automatic Transmission	<input type="checkbox"/> Custom Wheels	If business use is checked, Buyer is: <input type="checkbox"/> an individual <input type="checkbox"/> a corporation <input type="checkbox"/> a partnership
Other - Describe				Odometer Miles 11737

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 18.00 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 9797.75	Amount Financed The amount of credit provided to you or on your behalf. \$ 18312.25	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 28110.00	Total Sale Price The total cost of your purchase on credit, including your down-payment of \$ 29310.00 1200.00
----------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
59 regular payments of	468.50	Monthly, beginning 07/13/2006
One final payment of	468.50	DOE ON 06/13/2011

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 2% of the unpaid amount of the late payment, computed on the basis of a full calendar month for any fractional monthly period in excess of 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read this contract, including the reverse side, for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE YOUR MOTOR VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes)	\$ 18090.30 (1)
2 Total Downpayment = Net Trade-in \$ 200.00 + Cash Downpayment \$ 1000.00	\$ 1200.00 (2)
Your Trade-in is a 1994 MAZDA 626	\$ 16890.30 (3)
3 Unpaid Balance of Cash Price (1 minus 2)	
4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may retain, or receive a portion of these amounts):	
A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below - Covering Damage to the Vehicle	\$ N/A
B Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below Life \$ N/A Disability, Accident and Health \$ N/A	\$ N/A
C Cost of Optional Mechanical Breakdown Protection Paid to the MBP Company Named Below - Covering Certain Mechanical Repairs TOYOTA EXTRA CARE	\$ 960.00
D Lien Notation Fee Paid to Public Officials	\$ 5.00
E Government License and/or Registration Fees 14.00	\$ 14.00
F Government Certificate of Title Fees 22.50/ONLINE REG.FEE 15.45	\$ 37.95
G Other Charges (Creditor must identify who will receive payment and describe purpose)	\$ 55.00
to CONICELLI TOYOTA for DOC FEE	\$ 350.00
to GUARANTEED AUTO PROT PRGM for GAP COVERAGE	
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 1421.95 (4)
5 Amount Financed - Unpaid Balance (3+4)	\$ 18312.25 (5)
Additional 6 Finance Charge	\$ 9797.75 (6)
Disclosures 7 Time Balance - Total of payments (5+6)	\$ 28110.00 (7)
Required By State Law 8 Payment Schedule: 59 payments of \$ 468.50 each, monthly beginning JUL 13th , Year 2006 one final payment of \$ 468.50 , due on JUN 13th , Year 2011	

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned by you.

Time Balance - Total of payments (5+6)
 Payment Schedule: 59 payments of \$ 468.50 each, monthly beginning J 13th, Year 2006
 one final payment of \$ 468.50 due on JUN 13th, Year 2011

Required Physical Damage Insurance. Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization above.

Insurance Company N/A Term: N/A months
 \$ N/A Deductible Collision and either:
 \$ N/A Deductible Comprehensive Including Fire, Theft and Combined Additional Coverage.
 Fire, Theft and Combined Additional Coverage
 Optional, if desired - Towing and Labor Costs Rental Reimbursement CB Radio Equipment

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization above.

Type	Premium	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage \$ <u>N/A</u>	<u>N/A</u>	I want the specified credit life coverage. Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____
	<input type="checkbox"/> Joint Coverage \$ <u>N/A</u>		
Credit Disability	Single Coverage (Buyer Only) \$ <u>N/A</u>	<u>N/A</u>	I want the specified credit disability coverage. Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

If you elect optional credit insurance coverage and are accepted by the Insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A. Insurance Company _____

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization above.

The term of this protection will be 84 months from the date of delivery or until the odometer of the vehicle shows 100000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company TOYOTA EXTRA CARE \$ 0.00 Deductible
 Buyer Signature _____ Date 05/29/2006
 Co-Buyer Signature _____ Date 05/29/2006

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO BUYER:

- Do not sign this contract in blank.
- You are entitled to an exact copy of the contract you sign.
- Keep it to protect your legal rights.

Signature of Buyer _____
 Signature of Co-Buyer _____
 Accepted CONICELLI TOYOTA
 By _____ Signature and Title
 Creditor

You signed this contract and received a completely filled-in copy on MAY 29th, Year 2006
 Signature of Buyer _____
 Signature of Co-Buyer _____

This contract is assigned to TMCC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side.
 Seller _____ By _____ (If Corp. or Partnership) _____ (Title) _____
 This contract is assigned to TMCC without recourse or with limited recourse under the terms of the "Seller's Assignment" on the reverse side.
 Seller _____ By CONICELLI TOYOTA (If Corp. or Partnership) _____ (Title) _____



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Faxes: (610) 834-1627



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(610) 834-1627



HONDA
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(610) 832-0325



NISSAN
(610) 825-0543
(610) 825-6839



BODY SHOP
(610) 832-0335
(610) 832-1363

Service Dept. Hours: Mon-Fri, 7:30 A.M. to 6:00 P.M. Sat 9:00 A.M. to 4:00 P.M.

CELL: 484-213-4843

Customer information form including fields for Customer No (179681), Advisor (Mark Elmore), Tag No (904 5728), Invoice Date (04/05/07), Invoice No (T0CS431607), Labor Rate, License No, Mileage (22,603), Color (White), Stock No (TP8506), Year/Make/Model (05/TOYOTA/COROLLA LE/4 DOOR SEDAN), Delivery Date (05/29/06), Delivery Miles (11,737), Vehicle ID No (INXBR32E55Z), Bellini Dealer No, Production Date, A.T.E. No, H.O. No, R.O. Date (04/05/07).

REPAIR ORDER BUSINESS CHECK COMMENTS EF MAR MO: 22603

JOB# 1 CHARGES
LABOR: J# 1 1002ZCHECK CHECK ENGINE LIGHT HOURS: TECH(B): 503 INTERNAL
CUSTOMER STATES CHECK ENGINE LIGHT IS ON, CHECK AND ADVISE BANG WHEN SHIFTING MIL DCT P0455 SYSTEM GROSS LEAK DETECTED POSSIBLE CAUSE FUEL CAP LOOSE RESECURED FUEL CAP. UNABLE TO PERFORM LEAK TEST - LOW ON FUEL.

JOB# 1 TOTALS
JOB# 1 JOURNAL PREFIX T0CS JOB# 1 TOTAL 0.00

COMMENTS WAIT BC

TOTALS
PAYMENT METHOD
Check #
Cash
Credit/Card
Charge
TOTAL LABOR... 0.00
TOTAL PARTS... 0.00
TOTAL SUBLET... 0.00
TOTAL G.O.G... 0.00
TOTAL MISC CHG... 0.00
TOTAL MISC DISC... 0.00
TOTAL TAX... 0.00
TOTAL INVOICE \$ 0.00

THANK YOU FOR SERVICING YOUR VEHICLE AT CONICELLI TOYOTA WE APPRECIATE YOUR BUSINESS.
IF YOU HAVE ANY QUESTIONS REGARDING YOUR SERVICE VISIT PLEASE CONTACT US AT (610-825-7002)

CUSTOMER SIGNATURE

For Your Convenience We Offer
- Low Cost Rentals
- Full Service Body Shop 610-832-0335
- Courtesy Shuttle Service (within 10 miles)
- Accept VISA, MasterCard, Discover, AMEX
- 10% Senior Citizen Discount (Does Not Apply to Body Shop Work)
- 24 Hour Service Drop Off
- 24 Hour Towing Service 610-380-9544
- Full Service Detail Department
- Computerized Service History (for 5 years)

Conicelli Cares
We Care About You and The Environment. That is why we take all the steps necessary to stop the pollution process TODAY. We want not only our families, but your families to live in a cleaner and safer environment. That is why we recycle:
- Engine Oil
- Anti-Freeze
- Oil Filters
- Gas Filters
- Tires

STATE OF THE ART BODY SHOP
- FREE Estimates
- FREE Detail For any Repair Over \$1000
- Low Cost Daily Rentals
- 24 Hour Towing
- We Handle Your Insurance Claim From Start To Finish
- Body Shop Workmanship is Guaranteed For As Long As You Own Your Vehicle
Call 610-832-0335 and allow our ASE certified or I-CAR trained technicians to fix your vehicle right the first time.

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CELL: 484-213-4843

CUSTOMER NO. 179681	ADVISOR MARK ELMORE	TAG NO. 904 3423	INVOICE DATE 05/17/07	INVOICE NO. TOCS437352
	LAUNCH RATE	LICENSE NO.	MILEAGE 23,937	ODLOR WHITE/
NORRISTOWN, PA	YEAR / MAKE / MODEL 05 / TOYOTA / COROLLA LE / 4 DOOR SEDAN	DELIVERY DATE 05/29/06	STOCK NO. TP8506	DAILY MILES 11,737
	VEHICLE I.D. NO. 1NXBR32E55Z	SELLING DEALER NO.	PRODUCTION DATE	
	P.T.E. NO.	P.O. NO.	R.O. DATE 05/17/07	
	COMMENTS EP MAR			MO: 23937

JOB# 1 CHARGES

LABOR	**ENGINE/MECHANICAL**	HOURS:	TECH(S):	B98	INTERNAL
J# 1 010Z					
CUST STATES AFTER START CAR AND START DRIVING LOSSES POWER AND RPM'S. ALSO WINDS OUT AND BANGS TEST DROVE W/ CUSTOMER IN AN EFFORT TO CONFIRM CUSTOMER FEELING DRIVE BY WIRE TECHNOLOGY EXPLAINED TO CUSTOMER					
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	52128-02200	COVER, FR BUMPER	29.49	29.49
				TOTAL - PARTS	29.49
JOB# 1 TOTALS					29.49
					PARTS
					29.49
JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL					29.49

COMMENTS
PG WAITING

TOTALS

<table border="0"> <tr> <td> <table border="0"> <tr> <td>Check #</td> <td>Recv By:</td> </tr> <tr> <td>Cash</td> <td>Date: .../.../....</td> </tr> <tr> <td>Credit Card</td> <td></td> </tr> <tr> <td>Charge</td> <td></td> </tr> </table> </td> <td> <table border="0"> <tr> <td>TOTAL LABOR....</td> <td>0.00</td> </tr> <tr> <td>TOTAL PARTS....</td> <td>29.49</td> </tr> <tr> <td>TOTAL SUBLET....</td> <td>0.00</td> </tr> <tr> <td>TOTAL G.O.G....</td> <td>0.00</td> </tr> <tr> <td>TOTAL MISC CHG....</td> <td>0.00</td> </tr> <tr> <td>TOTAL MISC DISC....</td> <td>0.00</td> </tr> <tr> <td>TOTAL TAX.....</td> <td>1.77</td> </tr> <tr> <td>TOTAL INVOICE \$</td> <td>31.26</td> </tr> </table> </td> </tr> </table>	<table border="0"> <tr> <td>Check #</td> <td>Recv By:</td> </tr> <tr> <td>Cash</td> <td>Date: .../.../....</td> </tr> <tr> <td>Credit Card</td> <td></td> </tr> <tr> <td>Charge</td> <td></td> </tr> </table>	Check #	Recv By:	Cash	Date: .../.../....	Credit Card		Charge		<table border="0"> <tr> <td>TOTAL LABOR....</td> <td>0.00</td> </tr> <tr> <td>TOTAL PARTS....</td> <td>29.49</td> </tr> <tr> <td>TOTAL SUBLET....</td> <td>0.00</td> </tr> <tr> <td>TOTAL G.O.G....</td> <td>0.00</td> </tr> <tr> <td>TOTAL MISC CHG....</td> <td>0.00</td> </tr> <tr> <td>TOTAL MISC DISC....</td> <td>0.00</td> </tr> <tr> <td>TOTAL TAX.....</td> <td>1.77</td> </tr> <tr> <td>TOTAL INVOICE \$</td> <td>31.26</td> </tr> </table>	TOTAL LABOR....	0.00	TOTAL PARTS....	29.49	TOTAL SUBLET....	0.00	TOTAL G.O.G....	0.00	TOTAL MISC CHG....	0.00	TOTAL MISC DISC....	0.00	TOTAL TAX.....	1.77	TOTAL INVOICE \$	31.26
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CUSTOMER SIGNATURE

For Your Convenience We Offer

- Low Cost Rentals
- Full Service Body Shop 610-832-0235
- Courtesy Shuttle Service (within 10 miles)
- Accept
- 10% Senior Citizen Discount (Does Not Apply to Body Shop Work)
- 24 Hour Service Drop Off
- 24 Hour Towing Service 610-380-8544
- Full Service Detail Department
- Computerized Service History (for 5 years)



Conicelli Cares

Conicelli Cares About You and The Environment. That is why we take all the steps necessary to stop the pollution process TODAY. We want not only our families, but your families to live in a cleaner and safer environment. That is why we recycle:

- Engine Oil
- Anti-Freeze
- Oil Filters
- Gas Filters
- Tires



STATE OF THE ART BODY SHOP

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CELL: 484-213-4843

CUSTOMER NO. 179681	ADVISOR MARK ELMORE	TAG NO. 904	1145	INVOICE DATE 05/25/07	INVOICE NO. TOCS437406
	LABOR RATE	LICENSE NO.	MILEAGE 23,943	COLOR WHITE/	STOCK NO. TP8506
NORRISTOWN, PA	YEAR / MAKE / MODEL 05/TOYOTA/COROLLA LE/4 DOOR SEDAN	DELIVERY DATE 05/29/06	DELIVERY MILES 11,737	VEHICLE I.D. NO. 1NXBR32E55Z	SELLING DEALER NO.
	R.T.E. NO.	P.O. NO.	R.O. DATE 05/17/07		

RE: [REDACTED] COMMENTS: E# MAR MO: 23943

JOB# 1 CHARGES

LABOR
 J# 1 05TOZ ***TRANSMISSIONS*** HOURS: 1.10 TECH(S):593
 CUSTOMER STATES ENGINE LIGHT ILLUMINATED. HEARD LOUD BANG AND CAR WOULDN'T MOVE. TOWED INTO SHOP
 FAULTY THROTTLE POSITION SENSOR
 REPLACE THROTTLE BODY

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
	1	22271-01051	GASKET, THROTTLE	
	1	22030-03031	BODY ASSY, THROTT	
TOTAL - PARTS				0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

For Your Convenience We Offer

- Low Cost Rentals
- Full Service Body Shop 610-832-0335
- Courtesy Shuttle Service (within 10 miles)
- Accept
- 10% Senior Citizen Discount (Does Not Apply to Body Shop Work)
- 24 Hour Service Drop Off
- 24 Hour Towing Service 610-880-8544
- Full Service Detail Department
- Computerized Service History (for 5 years)

JOB# 2 CHARGES

LABOR
 J# 2+10TOZZCHECK CHECK ENGINE LIGHT HOURS: 0.60 TECH(S):593
 CUSTOMER STATES CHECK ENGINE LIGHT IS ON. CHECK AND ADVISE
 FAULT CODE P2135
 CONFIRM FAULTY ECM
 EMC ON BACK ORDER
 MC #393475
 REPLACE ECM

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
	1	89661-12K20	COMPUTER, ENGINE	
TOTAL - PARTS				0.00

SUBLET PO# 437406 VEND INV# INV DATE DESCRIPTION 05/25/07 RENTAL SRV WARR

TOTAL - SUBLET 0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX TOCS JOB# 2 TOTAL 0.00

Conicelli Cares

Conicelli Cares About You and The Environment. That is why we take all the steps necessary to stop the pollution process TODAY. We want not only our families, but your families to live in a cleaner and safer environment. That is why we recycle:

- Engine Oil
- Anti-Freeze
- Oil Filters
- Gas Filters
- Tires

COMMENTS
 DELETED OPERATION(S)
 04TOZ ***EMISSIONS***

STATE OF THE ART BODY SHOP

- FREE Estimates
- FREE Detail For any Repair Over \$1000
- Low Cost Daily Rentals
- 24 Hour Towing
- We Handle Your Insurance Claim From Start To Finish
- Body Shop Workmanship is Guaranteed For As Long As You Own Your Vehicle

Call 610-832-0335 and allow our ASE certified or I-CAR trained technicians to fix your vehicle right the first time.

Conicelli

A nice Place To Do Business

1200 Ridge Pike • Conshohocken, PA 19428
www.conicelli.com



Phones: (610) 825-7002
Faxes: (610) 834-1627

SCION

(610) 825-7002
(610) 834-1627



HONDA

(610) 832-0712
(610) 832-0325



(610) 825-0543
(610) 825-6839



BODY SHOP
(610) 832-0335
(610) 832-1363

Service Dept. Hours: Mon.-Fri. 7:30 A.M. to 6:00 P.M. Sat 8:00 A.M. to 4:00 P.M.

CELL: 484-213-4843

CUSTOMER NO. 179681	ADVISOR MARK ELMORE	TAG NO. 904 4158	INVOICE DATE 06/14/07	INVOICE NO. TOCS440343
[REDACTED] NORRISTOWN, PA	LABOR RATE	LICENSE NO.	MILEAGE 24,249	COLOR WHITE/
	YEAR / MAKE / MODEL 05/TOYOTA/COROLLA LE/4 DOOR SEDAN	DELIVERY DATE 05/29/06	STOCK NO. TP8506	DELIVERY MILES 11,737
	VEHICLE I.D. NO. 1 N X B R 3 2 E 5 5 Z	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.L. NO.	P.O. NO.	R.O. DATE 06/08/07	
COMMENTS E# MAR				MO: 24249

JOB# 1 CHARGES:

LABOR: # 1 01TOZ ***ENG/MECHANICAL*** HOURS: TECH(S):593

VEHICLE TOWED INTO SHOP - LOSS OF ENGINE POWER.
RESETS AFTER VEHICLE COOLS DOWN.
PER CALIFORNIA CALL TO T.A.S.
INSTRUCTED TO R&R ENGINE HARNESS. INSPECTED GREEN WIRE FROM THROTTLE BODY TO ECU, OHMED ALL GOOD, PASSED VISUAL INSPECTION. REINSTALLED CONDITION STILL PRESENT.
CALLED BACK, ADVISED TO CALL F.T.S.
INSPECTED VOLTAGE DROP TEST AT THROTTLE BODY. FOUND FIVE (5) VOLTS GROUND WIRE, FOUND BROKEN WIRE NEAR HARNESS MOUNT ON INNER FENDER.
SPLIT OPEN HARNESS AND REPAIRED GROUND WIRE
CASE #071620237

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----

440343	14970	06/08/07	TOW
440343A		06/08/07	SERVICE RENTAL

TOTAL - SUBLET

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

TOTALS-----

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

For Your Convenience We Offer

- Low Cost Rentals
- Full Service Body Shop 610-832-0335
- Courtesy Shuttle Service (within 10 miles)
- Accept

- 10% Senior Citizen Discount (Does Not Apply to Body Shop Work)
- 24 Hour Service Drop Off
- 24 Hour Towing Service 610-380-9544
- Full Service Detail Department
- Computerized Service History (for 5 years)

Conicelli Cares

Conicelli Cares About You and The Environment. That is why we take all the steps necessary to stop the pollution process TODAY. We want not only our families, but your families to live in a cleaner and safer environment. That is why we recycle:

- Engine Oil
- Anti-Freeze
- Oil Filters
- Gas Filters
- Tires

STATE OF THE ART BODY SHOP

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- We Handle Your Insurance Claim From Start To Finish
- Body Shop Workmanship is Guaranteed For As Long As You Own Your Vehicle

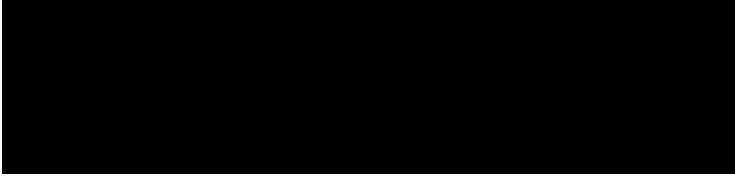
Call 610-832-0335 and allow our ASE certified or I-CAR trained technicians to fix your vehicle right the first time.

THANK YOU FOR SERVICING YOUR VEHICLE AT CONICELLI TOYOTA WE APPRECIATE YOUR BUSINESS.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR SERVICE VISIT PLEASE CONTACT US AT (610-825-7002)

CUSTOMER SIGNATURE

Branford 418 Ridge Rd. Conshohocken, PA 19380



COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

LEOMINSTER DISTRICT COURT
DOCKET #

_____)
████████████████████)
Plaintiff,)
v.)
TOYOTA MOTOR SALES, U.S.A., INC.,)
Defendant.)
_____)

COMPLAINT

LEGAL SERVICES

JAN 30 2006

GROUP RECEIVED

PARTIES

1. Plaintiff ██████████ is an adult citizen and a legal resident of Leominster, Worcester County, Massachusetts.

2. Defendant Toyota Motors Sales, U.S.A., Inc. ("Toyota") is a California corporation with a principal place of business at 19001 South Western Avenue, Torrance, California. Toyota is the manufacturer of Toyota brand vehicles, and also provides maintenance and repair services to those vehicles through its many dealerships and agents located throughout the United States, including the Commonwealth of Massachusetts.

3. Norm Wagner Automotive, Inc. ("Norm Wagner") is a Massachusetts corporation with a principal place of business at 39 Mass Ave., Lundenburg, Massachusetts. Norm Wagner sells Toyota brand vehicles to the general public, and is an authorized agent of Toyota in the Commonwealth of Massachusetts.

JURISDICTION

4. This Court has jurisdiction over Toyota pursuant to m.G.L. ch. 223A § 3(a).

5. Toyota operates retail motor vehicle stores and service facilities in the Commonwealth of Massachusetts, and therefore venue is proper.

6. Further, Toyota has voluntarily appeared in Massachusetts, and has affirmatively solicited business from Massachusetts consumers, in addition to directly conducting business with Massachusetts citizens.

7. Venue is also proper because a substantial part of the events giving rise to this suit occurred within Massachusetts.

FACTS

8. On or about August 16, 2004, Plaintiff purchased a new 2005 Toyota Corolla from Norm Wagner, bearing the Vehicle Identification Number INXBR32E35 [REDACTED] (the "Vehicle").

9. The Vehicle was manufactured by Defendant, and is now registered in the Commonwealth of Massachusetts.

10. The contract price of the Vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding certain other collateral charges not specified, totaled more than \$22,038.71. A true and correct copy of the sales contract is attached hereto, made a part hereof, and marked Exhibit "A."

11. In consideration for the purchase of the Vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations and undertakings with respect to the reliability and workmanship of the Vehicle, and the remedial action that Defendant would undertake in the event that the Vehicle failed to meet the promised specifications.

12. The above-referenced warranties, guarantees, affirmations and undertakings were part of the basis of the bargain between Defendant and Plaintiff.

13. The bargain between the parties included 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. A copy of said warranty is attached hereto, made a part hereof, and marked as Exhibit "B."

14. However, as a result of Defendant's ineffective repair attempts, the Vehicle has been impaired and is unable to be fully used for all of its intended utilities.

15. Plaintiff may have resorted to Defendant's informal dispute settlement procedure.

16. However, Plaintiff avers 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).

17. Within the warranty period, Plaintiff complained to Defendant, either directly or through its agents, on at least three occasions, about defects or non-conformities in the Vehicle, as follows: engine stalling, Vehicle failing to start, check engine light malfunctioning, and Vehicle hard starting. True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "C."

18. Plaintiff avers that the Vehicle has been subject to additional repair attempts for defects and conditions that Defendant's warranty dealer failed to document.

19. Plaintiff avers that Defendant's warranty dealer failed to provide to him all warranty repair receipts that were generated, or should have been generated, in conjunction with repairs or repair attempts on the Vehicle.

20. Plaintiff avers that Defendant's warranty dealer did not provide to him, or otherwise maintain, technicians' notes of diagnostic procedures and repairs, in addition to Technical Service Bulletins issued by Defendant relative to the Vehicle's make and model.

21. On or about July 26, 2005, Plaintiff and/or Plaintiff's counsel informed Defendant that Plaintiff no longer wished to keep the Vehicle, and demanded that a substitution of collateral or repurchase of the Vehicle occur, in accordance with the Massachusetts new car Lemon Law.

Count I
Violation of m.G.L. ch. 90 § 7N ½

22. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

23. Defendant, through its authorized repair agent(s), made three or more repair attempts to address the same general defect in the Vehicle, without success.

24. Upon its failure to repair the Vehicle in three repair attempts, in addition to one final repair attempt, Defendant failed to offer Plaintiff a substitution of collateral or repurchase of the Vehicle.

25. Defendant failed to provide Plaintiff with accurate warranty receipts of each and every repair attempted on the Vehicle.

26. Defendant has provided Plaintiff with a defective vehicle that has never met the original purpose of "dependable, reliable and safe transportation," and has hindered Plaintiff with consistent malfunctions and impairments of use.

27. Due to Defendant's violation(s) of m.G.L. ch. 90 § 7N1/2, Plaintiff has incurred damage as a result.

Count II
Violation of the Magnuson-Moss Warranty Improvement Act

28. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

29. Plaintiff is a "consumer" as defined by 15 U.S.C. §2301(3).

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

31. The Vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

32. The Magnuson-Moss Warranty Improvement Act binds Defendant to all warranties implied by state law and provided for in contract with Plaintiff. Said warranties are imposed on all transactions in the state in which a vehicle is delivered.

33. The Act enhances the U.C.C., as codified in Massachusetts at m.G.L. ch. 106.

34. Plaintiff avers that the provisions of the Magnuson Moss Warranty Act implicate and enhance all rights and remedies available under the Massachusetts UCC.

35. A violation of the Massachusetts UCC within a consumer transaction also constitutes a violation of the Magnuson Moss Warranty Act, and entitles a prevailing consumer under 15 U.S.C. § 2310(d)(2) to damages and attorney fees.

36. By the terms of the Defendant's oral and written warranties, affirmations, promises, and/or service contracts regarding the Vehicle, Defendant agreed to provide Plaintiff with a reliable vehicle in "new" condition, and to perform effective repairs on the Vehicle at no charge to Plaintiff.

37. By operation of the Massachusetts new car Lemon Law, codified at m.G.L. ch. 90 § 7N1/2, Defendant also was obligated to repair any defects in the first year, or 15,000 miles of operation, of the Vehicle within three attempts or fifteen days out of service.

38. Defendant failed to honor the express and implied warranties owed to Plaintiff, either under its own warranties or those constructed by Massachusetts law, and thereby violated the Magnuson-Moss Warranty Improvement Act.

39. Due to Defendant's violation(s) of the Magnuson-Moss Warranty Improvement Act, Plaintiff incurred damage as a result.

40. Plaintiff avers that due to Defendant's violation of the Magnuson-Moss Warranty Improvement Act, Defendant must reimburse Plaintiff for his reasonably incurred attorney's fees in accordance with the provisions of the Magnuson-Moss Warranty Improvement Act.

Count III
Violation of m.G.L. ch. 93A

41. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

42. Toyota is a "person" and is engaged in "trade or commerce" within the meaning of m.G.L. ch. 93A.

43. Andres Vera is a "person" within the meaning of M.G.L. c. 93A § 1.

44. In accordance with the provisions contained in M.G.L. c. 93A § 9(3), Plaintiff served upon Toyota a written demand for relief over thirty days prior to the filing of this action. Proof of receipt is attached hereto, made a part hereof and marked as Exhibit "E."

45. More than thirty days have expired since Toyota's receipt of Plaintiff's Chapter 93A demand letter, and no reasonable offer of settlement has been received from Toyota.

46. The conduct of Toyota, as alleged herein, constitutes willful and knowing violations of m.G.L. ch. 93A § 2, and as a result thereof, Plaintiff has been permanently and irreparably harmed.

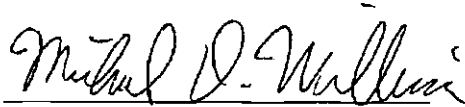
JURY DEMAND

Plaintiff demands a jury by trial on all claims so triable.

WHEREFORE, Plaintiff prays for the following relief:

1. 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;
2. For treble damages and attorneys fees and costs against Defendant, as permitted under m.G.L. ch. 93A § 9; and
3. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,
Andres Vera,
By his Attorneys,



Jacqueline Bradford Porro, Esq. BBO # 655512
Michael D. Williams, Esq. BBO #654149
Kimmel & Silverman, P.C.
45 Pond St., Suite 202
Norwell, MA 02061
781-982-9112

Dated

1/10/06



RETAIL INSTALLMENT CONTRACT - SIMPLE INTEREST



Dealer Number

Account Number

Buyer (and Co-Buyer) - Name(s) and Address(es) (Include County and Zip Code)

Creditor (Seller) - Name and Business Address

NORM WAGNER AUTOMOTIVE INC.
39 MASS AVE
LUNENBURG, MA 01462

LUNENBURG MA

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.
Who is Bound. You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract and you are individually liable to the Creditor for any amount due.
Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification No.	Primary Use for Which Purchased
NEW	2005	TOYOTA COROLLA	4-DOOR LE	1NXBR32E35Z	<input checked="" type="checkbox"/> personal <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/> agricultural if business use is checked, Buyer is <input type="checkbox"/> an individual <input type="checkbox"/> a corporation <input type="checkbox"/> a partnership
<input type="checkbox"/> Air Conditioning <input type="checkbox"/> Radio <input type="checkbox"/> 4-5 Speed Transmission <input type="checkbox"/> Power Steering <input type="checkbox"/> Sun Roof <input type="checkbox"/> Stereo <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Custom Wheels					Odometer Miles 2
Other - Describe					

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down-payment of \$ _____
9.25 %	\$ 4358.70	\$ 17241.30	\$ 21500.00	\$ 22638.71

Your Payment Schedule Will Be:

Number of Payments	Amount of Each Payment	When Payments Are Due
One Deferred Downpayment of _____		
Regular Payments of _____	360.00	Monthly, beginning 09/15/04
One Final Payment of _____		

Late Charge. If a payment is not paid in full within **15** days after it is due, you will pay a late charge of **5%** of the unpaid amount of the late payment or **\$5.00**, whichever is less.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security. You are giving a security interest in the vehicle being purchased.
Other Terms. Please read this contract, including the reverse side, for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

Cash Price (including any accessories, services and taxes)	\$	18559.44
Total Downpayment = Net Trade-in \$ 438.71 + Cash Downpayment \$ _____		N/A including deferred downpayment of
\$ _____ payable before the first regularly scheduled payment		N/A
Your Trade-in is a 1997 HONDA Model		\$ _____ (2)
Unpaid Balance of Cash Price (1 minus 2)	\$	18120.73 (3)
A Amounts Paid to Others on Your Behalf (the Creditor may retain or receive a portion of these amounts)		
(i) Price of Required Physical Damage Insurance Purchased from the Insurance Company Named Below - Covering Damage to the Vehicle	\$	N/A
(ii) Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below - Life \$ _____ Disability, Accident and Health \$ _____	\$	N/A
(iii) Price of Optional Mechanical Breakdown Protection or Service Contract Purchased from the Creditor - Covering Certain Mechanical Repairs	\$	N/A
(iv) Price of Optional Debt Cancellation Coverage or Guaranteed Auto Protection ("GAP") Purchased from the GAP Provider Named Below - Covering a Waiver of Deficiency upon Total Loss of Vehicle	\$	N/A
(v) Other Charges (Creditor must identify who will receive payment and describe purpose)		
To _____ for _____	\$	N/A
To WAGNER AUTOMOTIVE for DOC FEE	\$	199.50
B Other Amounts Paid to Others on Your Behalf		
(i) Official Fees Paid to Public Officials	\$	N/A
(ii) Taxes Paid to Government Agencies (Not Included in Cash Price)	\$	786.51
(iii) Government License Fees	\$	N/A
(iv) Government Registration Fees	\$	15.00
(v) Government Certificate of Title Fees	\$	50.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$	951.51 (4)
Amount Financed - Unpaid Balance (3 plus 4)	\$	17169.22 (5)

Required Physical Damage Insurance: Physical damage insurance is required, but you may provide the coverage through another policy.

(v) Government Certificate of Title Fees \$ 15.00
 Total Other Charges and Amounts Paid to Others on Your Behalf \$ 50.00
 5 Amount Financed - Unpaid Balance (3 plus 4) \$ 1,051.40 (4)
 \$ 1,051.40 (5)

Required Physical Damage Insurance. Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is shown in 4A(i) of the Itemization above.

\$ N/A Deductible Collision AND \$ N/A Deductible other than Collision including Fire, Theft and Combined Additional Coverage

Insurance Company _____ Term _____ months

Optional Credit Insurance. YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The purchase price is shown below and in 4A(j) of the Itemization above

Type	Premium	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$ N/A	N/A	You want the specified credit life coverage Buyer's Signature _____ Date _____ Co-Buyer's Signature _____ Date _____
	<input type="checkbox"/> Joint Coverage \$ N/A		
Credit Disability	Single Coverage (Buyer Only) \$ N/A	N/A	You want the specified credit disability coverage Buyer's Signature _____ Date _____ Co-Buyer's Signature _____ Date _____

If you elect optional insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A Insurance Company _____

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the purchase price which is shown in 4A(k) of the Itemization above.

The term of this protection will be _____ months from the date of delivery or until the odometer of the vehicle shown _____ miles, whichever occurs first. If you purchase this protection, you will have reviewed the terms of the contract which describes this protection. A copy of the completed contract will be sent to you by the MBP Company.

MBP Company _____ \$ N/A Deductible

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer's Signature _____ Date _____ Co-Buyer's Signature _____ Date _____

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the purchase price to the Creditor, which is shown in 4A(l) of the Itemization above. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by the provider.

GAP Provider WAGNER AUTOMOTIVE

APPROVAL: YOU WANT TO OBTAIN THE GUARANTEED AUTO PROTECTION ("GAP") DESCRIBED ABOVE.

Buyer's Signature _____ Date 08/16/04 Co-Buyer's Signature _____ Date _____

If there is a balance due when this contract matures interest on the unpaid balance will accrue at the following rate until paid in full: 9.25

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO THE BUYER: 1. Do not sign this contract if any of the spaces intended for the agreed terms, to the extent of then available information, are left blank. 2. You are entitled to an exact copy of the contract you signed. 3. Under the law, you have the following rights, among others: (a) to pay off in advance the full amount due and to obtain a partial refund of the Finance Charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain circumstances, a resale of the property if repossessed.



TOYOTA

*Owner's
Warranty
Information*

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SATISFACTION DOWN THE ROAD

At Toyota, our top priority is always our customers. We know your Toyota is an important part of your life and something you depend on every day. That's why we're dedicated to building products of the highest quality and reliability.

Our excellent warranty coverage is evidence that we stand behind the quality of our vehicles. We're confident — as you should be — that your Toyota will provide you with many years of enjoyable driving.

To further demonstrate our commitment to our customers' satisfaction, occasionally we may establish a special policy adjustment to pay for specific repairs that are no longer covered by warranty. When we establish such a policy adjustment, we mail details to all applicable owners we have on record. That's why it's important to send in the card at the back of this booklet if you change your address or if you've purchased this vehicle from a previous owner.

To provide you with added protection against unexpected service costs, we offer Toyota Extra Care vehicle service agreements and Toyota Auto Care pre-paid maintenance programs. Both offer plans to meet a wide

variety of needs. Your dealership can help you select the plan that's best for you.

Our goal is for every Toyota customer to enjoy outstanding quality, dependability and peace of mind throughout their ownership experience. We want you to be a satisfied member of the Toyota family for many miles to come.

This booklet describes the terms of Toyota warranty coverage as well as general owner responsibilities. A separate publication found in your glove box, the *Scheduled Maintenance Guide*, describes your vehicle's maintenance requirements. Be sure to review this publication carefully, since proper maintenance is required to ensure that warranty coverage remains intact.

All information in this booklet is the latest available at the time of publication and, with the exception of the emission control warranties, is subject to change without notice.

We realize that your confidence in the quality and reliability of our products was a key factor in your decision to buy a Toyota. We also know how disruptive the loss of transportation can be to your daily routine. That's why we're pleased to offer you the benefits of our Transportation Assistance Policy

Under this policy, you are eligible for transportation assistance if your Toyota must be kept overnight for warranty-covered repairs. The policy applies when your vehicle must be kept overnight for any of the following reasons:

- The warranty repairs will take longer than one day to complete
- The warrantable condition requires extensive diagnosis.
- The parts needed for the warranty repairs are not readily available and your vehicle is inoperative or unsafe to drive.

The policy does not apply when warranty repairs can be completed in one day but the vehicle must be kept overnight due to dealer or owner scheduling conflicts.

The Transportation Assistance Policy applies for the duration of the Vehicle Limited Warranty. The policy applies to all 2005 model-year Toyotas sold and serviced by authorized Toyota dealerships in the mainland United States and Alaska.

For further details, please consult your Toyota dealer.

IF YOU NEED ASSISTANCE

Both Toyota and your Toyota dealer are dedicated to serving your automotive needs. Your complete satisfaction is our first priority. Should you have a problem or concern – either during or after the warranty period – please take the following steps to ensure the quickest possible response:

Step 1

Discuss the situation with a dealership manager, such as the service manager or customer relations manager. In most cases, a satisfactory solution can be reached at this step.

Step 2

If the dealership does not address your concern to your satisfaction, call Toyota Customer Experience at (800) 331-4331. If you are hearing- or speech-impaired, call (800) 443-4999 (TDD).

Please have the following information ready when you call:

- Your Toyota's vehicle identification number (located on the driver's side corner of the dashboard, under the window)
- Current mileage on your vehicle
- Name of your Toyota dealership

A Toyota customer relations representative will assist you in working with the dealership to find a satisfactory solution.

Step 3

If your concern has still not been resolved to your satisfaction, Toyota offers additional assistance through the Dispute Settlement Program, a dispute resolution program administered by the National Center for Dispute Settlement. The purpose of the Dispute Settlement Program is to resolve disputes through arbitration – a process by which two parties authorize an independent third party to hear and resolve a dispute. The program is informal and free of charge. To request that your

IF YOU NEED ASSISTANCE

case be reviewed through the program, complete the customer claim form in the *Owner's Warranty Rights Notification* booklet (found in your glove box) and mail it to:

National Center for Dispute Settlement
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to request a customer claim form, call Toyota Customer Experience at (800) 331-4331. When you call, please have your vehicle identification number, the current mileage on your Toyota and the names of your selling and servicing dealerships.

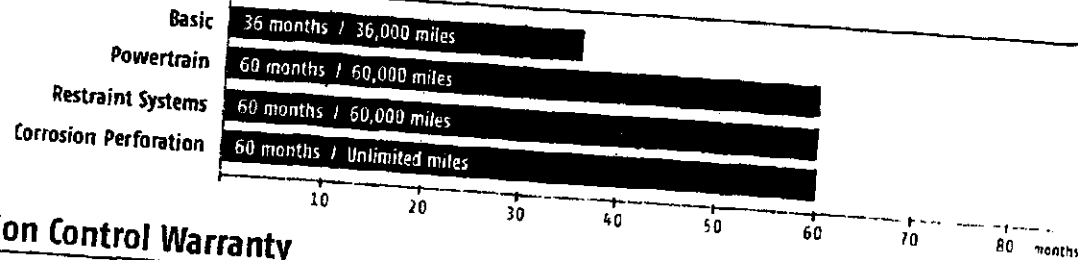
California residents: Toyota offers you assistance through an arbitration program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call Toyota Customer Experience at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

Important: You must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet for the requirements applicable to your state.

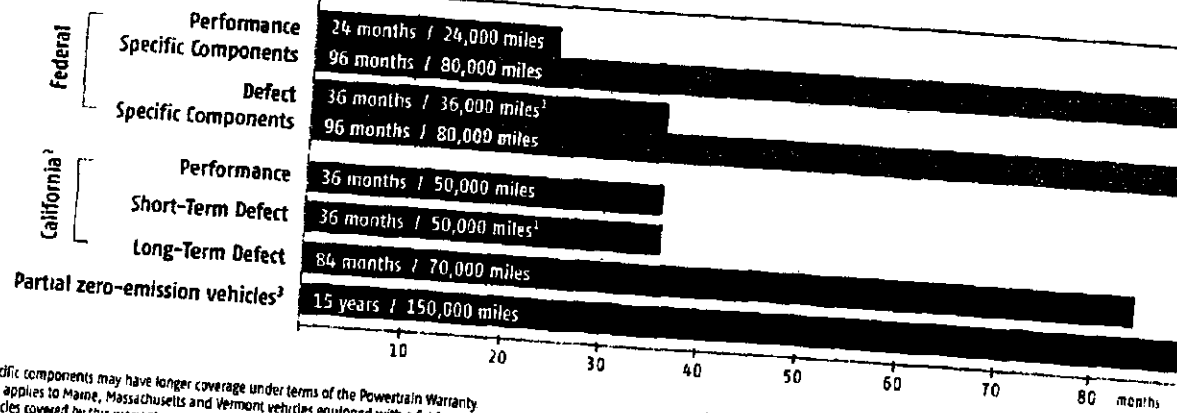
This information about the Dispute Settlement Programs is correct as of the date of printing. However, the programs may be changed without notice. For the most current information about the programs, call Toyota Customer Experience at (800) 331-4331.

WARRANTY COVERAGES AT A GLANCE

New Vehicle Limited Warranty



Emission Control Warranty



¹ Specific components may have longer coverage under terms of the Powertrain Warranty.
² Also applies to Maine, Massachusetts and Vermont vehicles equipped with a California Certified Emission Control System.
 Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

³ For Carney 4-cylinder models certified as partial zero-emission vehicles (PZEV) that are sold, registered and operated in California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island or Vermont, all emissions components are covered for 15 years or 150,000 miles, whichever occurs first, for performance and defect.

Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. ("Toyota"), 19001 South Western Avenue, Torrance, California 90509-2991, a California corporation

Which Vehicles Are Covered

These warranties apply to all 2005 model-year Toyota vehicles distributed by Toyota that are originally sold by an authorized dealer in the United States and normally operated or touring in the United States, U.S. territories or Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

Multiple Warranty Conditions

This booklet contains warranty terms and conditions that may vary depending on the part covered. A warranty for specific parts or systems, such as the Powertrain Warranty or Emission Performance Warranty, is governed by the coverage set forth in that warranty as well as the General Warranty Provisions.

When Warranty Begins

The warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator.

Repairs Made at No Charge

Repairs and adjustments covered by these warranties are made at no charge for parts and labor.

Parts Replacement

Any needed parts replacement will be made using new or remanufactured parts. The decision whether a part should be repaired or replaced will be made by the servicing Toyota dealership and/or Toyota. Parts scheduled to be replaced as required maintenance are warranted until their first replacement only.

GENERAL WARRANTY PROVISIONS

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties. Some states do not allow restrictions on how long an implied warranty lasts, so this limitation may not apply to you.

Your Rights Under State Law

These warranties give you specific legal rights. You may also have other rights that vary from state to state.

WHAT IS COVERED AND HOW LONG

Basic Warranty

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11-12.

Coverage is for 36 months or 36,000 miles, whichever occurs first, with the exception of wheel alignment and wheel balancing, which are covered for 12 months or 20,000 miles, whichever occurs first.

Powertrain Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any component listed in the next column and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11-12.

Coverage is for 60 months or 60,000 miles, whichever occurs first

Engine

Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, flywheel, valve covers, oil pan, oil pump, engine mounts, turbocharger housing and all internal parts, supercharger housing and all internal parts, engine control computer, water pump, fuel pump, seals and gaskets.

Transmission and Transaxle

Case and all internal parts, torque converter, clutch cover, transmission mounts, transfer case and all internal parts, engine control computer, seals and gaskets.

Front-Wheel-Drive System

Final drive housing and all internal parts, axle shafts, drive shafts, constant velocity joints, front hub and bearings, seals and gaskets.

Rear-Wheel-Drive System

Axle housing and all internal parts, propeller shafts, U-joints, axle shafts, drive shafts, bearings, supports, seals and gaskets.

NEW VEHICLE LIMITED WARRANTY

Restraint Systems Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any seatbelt or air bag system supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

For vehicles sold and registered in the state of Kansas, the warranty for seatbelts and related components is 10 years, regardless of mileage.

Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, see the section entitled "Corrosion Prevention and Appearance Care" in the *Owner's Manual*.

Towing

When your vehicle is inoperable due to failure of a warranted part, towing service to the nearest authorized Toyota dealership is covered.

WHAT IS NOT COVERED

This warranty does not cover damage or failures resulting directly or indirectly from any of the following:

- Fire, accidents or theft
- Abuse or negligence
- Misuse -- for example, racing or overloading
- Improper repairs
- Alteration or tampering, including installation of non-Genuine Toyota Accessories
- Lack of or improper maintenance, including use of fluids other than those specified in the *Owner's Manual*
- Installation of non-Genuine Toyota Parts
- Airborne chemicals, tree sap, road debris (including stone chips), rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions
- Water contamination

This warranty also does not cover the following.

Tires

Tires are covered by a separate warranty provided by the tire manufacturer. See page 26.

Normal Wear and Tear

Noise, vibration, cosmetic conditions and other deterioration caused by normal wear and tear.

Maintenance Expense

Normal maintenance services such as:

- Engine tune-ups
- Replacement of fluids and filters
- Lubrication
- Cleaning and polishing
- Replacement of spark plugs and fuses
- Replacement of worn wiper blades, brake pads/linings and clutch linings

NEW VEHICLE LIMITED WARRANTY

Vehicles With Altered Odometer

Failure of a vehicle on which the odometer has been altered so that actual vehicle mileage cannot be readily determined.

Salvage or Total-Loss Vehicles

Any vehicle that has ever been issued a "salvage" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by a financial institution or insurer, such as by payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the vehicle. This exclusion does not apply to the emission control warranties.

Incidental Damages

Incidental or consequential damages associated with a vehicle failure. Such damages include but are not limited to inconvenience; the cost of transportation, telephone calls and lodging; the loss of personal or commercial property; and the loss of pay or revenue.

Disclaimer of Extra Expenses and Damages

The performance of necessary repairs and adjustments is the exclusive remedy under this warranty or any implied warranty. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle. Toyota shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this written warranty, except in states where this limitation is not allowed.

DISPUTE RESOLUTION

If a dispute arises regarding your warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4-5. Please note that you must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet (located in your glove box) for the requirements applicable to your state.

FEDERAL EMISSION CONTROL WARRANTY

WHAT IS COVERED AND HOW LONG

Emission Defect Warranty

Toyota warrants that your vehicle:

- Was designed, built and equipped to conform at the time of sale with applicable federal emissions standards.
- Is free from defects in materials and workmanship that may cause the vehicle to fail to meet these standards.

Federal regulations require that this warranty be in effect for two years or 24,000 miles from the vehicle's in-service date, whichever occurs first. However, under the terms of the Basic Warranty, Toyota provides coverage of three years or 36,000 miles, whichever occurs first. Specific components may have longer coverage under the terms of the Powertrain Warranty. Additionally, components marked "8/80" in the parts list on pages 15-16 have coverage of eight years or 80,000 miles, whichever occurs first.

Emission Performance Warranty

Some states and localities have established vehicle inspection and maintenance (I/M) programs to encourage proper vehicle maintenance. If an EPA-approved I/M program is in force in your area, you are eligible for Emission Performance Warranty coverage.

Under the terms of the Emission Performance Warranty and federal regulations, Toyota will make all necessary repairs if both of the following occur:

- Your vehicle fails to meet applicable emissions standards as determined by an EPA-approved emissions test.
- This failure results or will result in some penalty to you — such as a fine or denial of the right to use your vehicle — under local, state or federal law.

This warranty is in effect for two years or 24,000 miles from the vehicle's in-service date, whichever occurs first. Additionally, components marked "8/80" in the parts list on pages 15-16 have coverage of eight years or 80,000 miles, whichever occurs first.

WHAT IS NOT COVERED

These warranty obligations do not apply to failures or noncompliance caused by:

- The use of replacement parts not certified in accordance with aftermarket parts certification regulations.
- The use of replacement parts not equivalent in quality or design to original equipment parts.

Provisions under the "What is Not Covered" section of the New Vehicle Limited Warranty also apply to this warranty.

WARRANTY PARTS LIST

Air/Fuel Metering System

- Air/fuel ratio feedback control system
- Cold-start enrichment system
- Deceleration control system
- Electronic fuel injection system components
 - Airflow sensor
 - Engine control module (8/80)
 - Throttle body
 - Other components

Air Induction System

- Intake manifold and intake air surge tank

Catalyst System

- Catalytic converter and protector (8/80)
- Constricted fuel filler neck
- Exhaust manifold
- Exhaust pipe (manifold to catalyst and/or catalyst to catalyst)

8/80 = Covered for eight years or 80,000 miles, whichever occurs first.

FEDERAL EMISSION CONTROL WARRANTY

Evaporative Control System

- Charcoal canister
- Diaphragm valve
- Fuel filler cap
- Fuel tank
- Vapor liquid separator

Exhaust Gas Recirculation (EGR) System

- EGR gas temperature sensor
- EGR valve
- Associated parts

Ignition System

- Distributor and internal parts
- Ignition coil and ignitor
- Ignition wires
- Spark plugs*

Positive Crankcase Ventilation (PCV) System

- Oil filler cap
- PCV valve or orifice

Other Parts Used in Above Systems

- Data link connector (8/80)
- Hoses, clamps, fittings, tubing and mounting hardware
- Malfunction indicator light and bulb (8/80)
- Pulleys, belts and idlers
- Sealing gaskets and devices
- Sensors, solenoids, switches and valves

*Warranted until first required maintenance under terms of the California Emission Control Warranty

8/80 = Covered for eight years or 80,000 miles, whichever occurs first

MAINTENANCE

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and the *Scheduled Maintenance Guide*. Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, any failure or noncompliance caused by lack of maintenance is not covered by this warranty.

When maintenance and repairs are paid for by you, these services may be performed by you or by any automotive service provider you choose. Toyota will not deny a warranty claim solely because you used a service provider other than a Toyota dealership for maintenance and repairs. However, any failure or noncompliance caused by improper maintenance or repairs is not covered by this warranty.

REPLACEMENT PARTS

To ensure optimum performance and maintain the quality built into your vehicle's emission control systems, Toyota recommends the use of Genuine Toyota Parts when servicing or repairing the systems.

Warranty coverage is not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Toyota Parts for maintenance and repairs. However, use of replacement parts that are not equivalent in quality to Genuine Toyota Parts may impair the effectiveness of the emission control systems.

If you use replacement parts that have maintenance or replacement schedules different from those of Genuine Toyota Parts, you must follow the maintenance and replacement schedules for the parts you are using. In addition, you should ensure that such parts are warranted by their manufacturers to be equivalent to Genuine Toyota Parts.

FEDERAL EMISSION CONTROL WARRANTY

IF YOUR VEHICLE FAILS AN EMISSIONS TEST

If your vehicle fails an EPA-approved emissions test, you may make a claim under the Emission Performance Warranty. To do so, take your vehicle to an authorized Toyota dealership and present a copy of the emissions test report. Also, take your maintenance records in case they are needed.

If your claim qualifies for coverage, the dealership will repair your vehicle within 30 days (unless a shorter period is required by law). If your claim is denied, Toyota will notify you in writing of the reason within the same period. If we fail to do so, we will repair your vehicle free of charge. The only exceptions allowed are when you request or agree to a delay, or when a delay is caused by factors beyond the control of Toyota or the dealership.

For information on how to obtain service under the Emission Defect Warranty, see page 29, "Obtaining Warranty Service."

IF YOU HAVE QUESTIONS

If you have questions or concerns about your vehicle's federal emission warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4-5. In the case of the Emission Performance Warranty, you may also request information from or report complaints to

U.S. Environmental Protection Agency
Vehicle Programs & Compliance Division (64051)
Attn: Warranty Complaints
401 M Street SW
Washington, D.C. 20460

Excluding Camry PZEV, vehicles equipped with a California Certified Emission Control System that are sold, registered and operated in California or any state that adopts California emission warranty provisions are also covered by the California Emission Control Warranty (see page 20). Currently, Maine, Massachusetts and Vermont are the only other states to which the California Emission Control Warranty applies.

FEDERAL EMISSION CONTROL WARRANTY

DEALER CERTIFICATE

We (the dealership) want you to know that at the time your new Toyota vehicle is being delivered:

- 1) On the basis of written notification furnished by Toyota, we have knowledge that the vehicle is covered by an EPA Certificate of Conformity.
- 2) We have visually inspected those emission control devices or portions thereof that are visible without removing or adjusting any components or systems, emissions-related or otherwise. On the basis of this inspection, there are no apparent deficiencies in the installation of emission control devices by Toyota. (For purposes of this certificate, "emission control devices" is limited to devices installed on a vehicle for the sole or primary purpose of controlling emissions and which were not in general use before 1968.)
- 3) We have performed all emission control system preparations required by Toyota prior to the sale of the vehicle as set forth in Toyota's current pre-delivery service manual.
- 4) Except as may be provided in Paragraph 5, if this vehicle fails an EPA-approved emissions test within three months or 4,000 miles (whichever comes first) of delivery to the ultimate purchaser, and the vehicle has been maintained and used in accordance with the written instructions for proper maintenance and use, Toyota will remedy

the nonconformity free of charge under the terms of the Emission Performance Warranty.

- 5) If vehicle was used as a company car or demonstrator, check box and complete the following.

- The vehicle with which this statement is delivered was placed into service as a company car or demonstrator prior to delivery. The Emission Performance Warranty period commenced on the date the vehicle was first placed into service, which was:

Month Day Year

Note: The dealership makes no representation or warranty that the emission control system or any part thereof is without defect or that the system will perform properly. The Emission Performance Warranty referred to in Paragraph 4 and furnished with the vehicle is solely that of the manufacturer.

This statement is required by section 207 of the Clean Air Act (42 U.S.C. 7541) and the EPA regulations issued thereunder.

Dealership Name

CALIFORNIA EMISSION CONTROL WARRANTY

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board (CARB) and Toyota are pleased to explain the emission control system warranty for your 2005 vehicle. In California, new motor vehicles must be designed, built and equipped to meet the state's stringent anti-smog standards. CARB regulations require that Toyota must warrant the emission control system on your vehicle for the time periods indicated on this page, provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, ignition system, catalytic converter and engine computer. Also included may be hoses, belts, connectors and other emissions-related assemblies.

Where a warrantable condition exists, Toyota will repair your vehicle at no cost to you, including diagnosis, parts and labor.

20 *Your Warranties in Detail*

MANUFACTURER'S WARRANTY COVERAGE

- 1) For three years or 50,000 miles, whichever occurs first:
 - If your vehicle fails a smog-check test, all necessary repairs and adjustments will be made by Toyota to ensure that your vehicle passes the test. This is your Emission Control System **PERFORMANCE WARRANTY**.
 - If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Toyota. This is your **SHORT-TERM Emission Control System DEFECT WARRANTY**. Covered parts are listed on pages 15-16. Specific components may have longer coverage under the terms of the Powertrain Warranty.
- 2) For seven years or 70,000 miles, whichever occurs first:
 - If an emissions-related part listed on pages 22-23 is defective, the part will be repaired or replaced by Toyota. This is your **LONG-TERM Emission Control System DEFECT WARRANTY**.

*For Camry 4-cylinder models certified as partial zero-emission vehicles (PZEV) that are sold, registered and operated in California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island or Vermont, all emissions components are covered for 15 years or 150,000 miles, whichever occurs first, for performance and defect.

OWNER'S WARRANTY RESPONSIBILITIES

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and the *Scheduled Maintenance Guide*. Toyota recommends that you retain all receipts covering maintenance on your vehicle, but Toyota cannot deny warranty coverage solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Toyota dealership as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

You should also be aware that Toyota may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact Toyota Customer Experience at (800) 331-4331 or the California Air Resources Board, Mobile Source Control Division, at 9528 Telstar Avenue, P.O. Box 8001, El Monte, CA 91734-8001.

WHAT IS NOT COVERED

These warranty obligations do not apply to failures or noncompliance caused by:

- The use of replacement parts not certified in accordance with aftermarket parts certification regulations.
- The use of replacement parts not equivalent in quality or design to original equipment parts.

Provisions under the "What Is Not Covered" section of the New Vehicle Limited Warranty also apply to this warranty.

CALIFORNIA EMISSION CONTROL WARRANTY

PARTS LIST: LONG-TERM EMISSION DEFECT WARRANTY

The parts listed here are covered for seven years or 70,000 miles from the vehicle's in-service date, whichever occurs first

Air/Fuel Metering System

- Air pump on Sequoia, Tacoma equipped with 2TR-FE, Tundra equipped with 2UZ-FE, 4Runner equipped with 2UZ-FE
- Engine control computer (engine control module)
- Throttle body

Air Induction System

- Intake manifold and intake air surge tank
- Intake manifold gasket on MR2 Spyder

Catalyst System

- Catalytic converter (warm-up three-way catalyst)
- Exhaust center pipe on Highlander, RAV4, Sienna
- Exhaust front pipe on Avalon, Camry, Camry PZEV, Camry Solara, Corolla, Corolla Matrix, ECHO, Land Cruiser, MR2 Spyder, Sequoia, Tacoma, Tundra, 4Runner
- Exhaust front pipe no. 2 on Sequoia, Tacoma equipped with 1G Tundra, 4Runner
- Exhaust manifold on Avalon, Camry PZEV, Camry Solara, Highlander, Land Cruiser, MR2 Spyder, RAV4, Sequoia, Sienna, Tacoma equipped with 1GR-FE, Tundra, 4Runner
- Exhaust manifold gasket on Land Cruiser, Sequoia, Tundra equipped with 2UZ-FE, 4Runner equipped with 2UZ-FE

Evaporative Control System

- Charcoal canister on Camry, Highlander
- Fuel tank

Ignition System

- Knock sensor on Land Cruiser, MR2 Spyder, Sequoia, Tacoma equipped with 1GR-FE, Tundra, 4Runner

MAINTENANCE

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and the *Scheduled Maintenance Guide*. Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, any failure or noncompliance caused by lack of maintenance is not covered by this warranty.

When maintenance and repairs are paid for by you, these services may be performed by you or by any automotive service provider you choose. Toyota will not deny a warranty claim solely because you used a service provider other than a Toyota dealership for maintenance and repairs. However, any failure or noncompliance caused by improper maintenance or repairs is not covered by this warranty.

CALIFORNIA EMISSION CONTROL WARRANTY

REPLACEMENT PARTS

To ensure optimum performance and maintain the quality built into your vehicle's emission control systems, Toyota recommends the use of Genuine Toyota Parts when servicing or repairing the systems.

Warranty coverage is not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Toyota Parts for maintenance and repairs. However, use of replacement parts that are not equivalent in quality to Genuine Toyota Parts may impair the effectiveness of the emission control systems.

If you use replacement parts that have maintenance or replacement schedules different from those of Genuine Toyota Parts, you must follow the maintenance and replacement schedules for the parts you are using. In addition, you should ensure that such parts are warranted by their manufacturers to be equivalent to Genuine Toyota Parts.

IF YOUR VEHICLE FAILS A SMOG-CHECK TEST

If your vehicle fails a smog-check test, you may make a claim under Emission Performance Warranty. To do so, take your vehicle to an authorized Toyota dealership and present a copy of the smog-check test report. Also, take your maintenance records in case they are needed.

If your claim qualifies for coverage, the dealership will repair your vehicle within 30 days (unless a shorter period is required by law). If your claim is denied, Toyota will notify you in writing of the reason within the same period. If we fail to do so, we will repair your vehicle free of charge. The only exceptions allowed are when you request or agree to a delay, or when a delay is caused by factors beyond the control of Toyota or the dealership.

For information on how to obtain service under the Emission Defect Warranty, see page 29, "Obtaining Warranty Service."

CALIFORNIA EMISSION CONTROL WARRANTY

REPAIR DELAYS

If a Toyota dealership is unable to complete repairs on your vehicle within 30 days, you may have the repairs made under Toyota's provisions for emergency warranty repairs. See page 29 for details.

IF YOU HAVE QUESTIONS

If you have questions or concerns about your vehicle's California emission warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4-5. You may also request information from or report complaints to.

California Air Resources Board
Mobile Source Control Division
9528 Telstar Avenue
P.O. Box 8001
El Monte, CA 91734-8001
(800) 242-4450

Excluding Camry PZEV, vehicles equipped with a California Certified Emission Control System that are sold, registered and operated in California or any state that adopts California emission warranty provisions are covered by this warranty. Currently, Maine, Massachusetts and Vermont are the only other states to which this warranty applies. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty (see page 14).

TIRE LIMITED WARRANTY

OBTAINING WARRANTY SERVICE

The tires that come as original equipment on your vehicle are warranted by their manufacturer and not Toyota. A separate warranty statement for the tires is in your glove box.

To obtain service for a tire defect, take the tire to an authorized dealer of the tire manufacturer. (Refer to your local phone directory for dealer locations.) Your Toyota dealer may also be able to assist you in obtaining warranty service from the manufacturer.

For additional warranty information or service assistance, contact the tire manufacturer directly.

ORIGINAL EQUIPMENT TIRE MANUFACTURERS

Bridgestone/Firestone
One Bridgestone Park
Nashville, TN 37214
(800)847-3272

Continental General Tire
1800 Continental Blvd.
Charlotte, NC 28273
(800)847-3349

**Goodyear Dunlop Tires
North America, Ltd.**
P.O. Box 1109
Buffalo, NY 14240
(800)548-4714

Goodyear Tire and Rubber Co.
1144 East Market Street
Akron, OH 44316
(800)321-2136

Michelin/BFGoodrich
P.O. Box 19001
Greenville, SC 29602
(800)847-3435

Toyo Tire (U.S.A.) Corpora
6261 Katella Ave., Ste. 2B
Cypress, CA 90630
(800)442-8696

Yokohama Tire Corporatio
601 South Acacia Avenue
Fullerton, CA 92831
(800)722-9888

GENERAL INFORMATION

You are responsible for ensuring that your Toyota is operated and maintained according to the instructions in the *Owner's Manual* and the *Scheduled Maintenance Guide*.

You should keep detailed records of vehicle maintenance, since under some circumstances they may be required for warranty coverage. These records should include date of service, mileage at time of service and a description of service performed and/or parts installed. For your convenience, a maintenance log is included in the *Scheduled Maintenance Guide*. If you sell your vehicle, you should give your maintenance records to the new owner.

Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, damage or failures caused by lack of proper maintenance are not covered under warranty.

WHERE TO GO FOR MAINTENANCE

You may have maintenance performed on your vehicle by any qualified person or facility. However, Toyota recommends having maintenance performed by an authorized Toyota dealership.

Toyota dealership technicians are specially trained to maintain and repair Toyota vehicles. They stay current on the latest service information through Toyota technical bulletins, service publications and training courses. Many are also certified through the Toyota Certification Program, which involves a series of rigorous written examinations. Feel free to ask any Toyota dealership to show you its technicians' credentials.

You can be confident you're getting the best possible service for your vehicle when you take it to a Toyota dealership. Plus, a Toyota dealership will always use Genuine Toyota Parts designed specifically for your vehicle.

OPERATION AND MAINTENANCE

REPLACEMENT PARTS

Warranty coverage is not dependent upon the use of any particular brand of replacement parts. However, Toyota recommends using only Genuine Toyota Parts when you need to replace a part on your vehicle. Like all Toyota products, Genuine Toyota Parts are built to the highest standards of quality, durability and performance. They are also designed to fit your vehicle's exact specifications.

Your Toyota dealership maintains an extensive inventory of Genuine Toyota Parts to meet your vehicle service needs. And because it is linked electronically to Toyota's Parts Distribution Centers, the dealership has quick access to any parts it may not have in stock.

Genuine Toyota Parts are covered by their own warranty (see your dealer for details) or the remainder of any applicable New Vehicle Limited Warranty, whichever is longer. **Non-Genuine Toyota Parts, or any damage or failures resulting from their use, are not covered by any Toyota warranty.**

28 *Your Responsibilities*

22 *Your Warranties in Detail*

BY GEOGRAPHIC REGION

In the United States, U.S. Territories and Canada

To obtain warranty service in the United States, U.S. territories or Canada, take your vehicle to an authorized Toyota dealership. If your vehicle cannot be driven, contact your nearest Toyota dealership for towing assistance. You do not have to pay for towing to the nearest Toyota dealership if your vehicle is inoperable due to failure of a warranted part.

Outside the United States, U.S. Territories and Canada

If you are using your vehicle outside the United States, U.S. territories and Canada and need warranty service, contact a local Toyota dealership. Please note, however, that your vehicle may not be repaired free of charge because the local Toyota distributor may have no obligation to provide warranty service for your vehicle, and/or your vehicle may not comply with local regulatory or environmental requirements.

EMERGENCY REPAIRS

If your vehicle is inoperable or unsafe to drive and there is no Toyota dealership reasonably available to make repairs, you may perform the repairs yourself or have them performed by another automotive service provider. Toyota will reimburse you for any of the repairs that are covered by warranty. To receive reimbursement, present to an authorized Toyota dealership your paid repair invoices and any parts that were removed from the vehicle. You will be reimbursed for warranted parts at the manufacturer's suggested retail price and warranted labor at a geographically appropriate hourly rate multiplied by Toyota's recommended time allowance for the repair.

If your vehicle requires emergency repair, Toyota assumes no liability for subsequent failures caused by improper repairs or the use of non-Genuine Toyota Parts unless you have the vehicle properly repaired in a timely manner. To ensure that warranty coverage remains intact, have your vehicle inspected by an authorized Toyota dealership as soon as possible after an emergency repair.



TOYOTA

*Owner's
Warranty
Rights
Notification*

**STATE OF
MASSACHUSETTS
NOTICE TO CONSUMERS**

**"LEMON LAW" INFORMATION:
IF YOU HAVE SERIOUS PROBLEMS WITH THIS VEHICLE**

The Massachusetts "Lemon Law," M.G.L. c.90, S., 7N1/2, provides protection for consumers who have serious problems with their new vehicle.

UNDER THE LEMON LAW, YOU HAVE A RIGHT TO A REFUND OR REPLACEMENT OF THE VEHICLE IF:

- 1) There is a substantially defect(s), AND
- 2) The defect still exists or has recurred after either:
 - a) three or more repair attempts for the same defect; or
 - b) being out of service by reason of repair for any combination of defects for a cumulative total of 15 or more business days, within one year or 15,000 miles (whichever comes first) after original delivery; AND
- 3) The manufacturer has been notified of the defect and given one final repair attempt of no more than seven business days.

IF THE MANUFACTURER DOES NOT REFUND OR REPLACE THE VEHICLE, YOU HAVE A RIGHT TO HAVE YOUR CASE ARBITRATED BY A STATE-CERTIFIED ARBITRATOR.

This state-certified arbitration is different from any manufacturer-sponsored program to which you may also be entitled. Under the state program, you will be sent a decision within 45 days of when your request for arbitration is accepted.

Under the law, you must request state-certified arbitration within 18 months of original delivery of the vehicle.

THIS PAGE PROVIDES ONLY A SUMMARY OF YOUR RIGHTS.

To request arbitration or to get further information, contact:

**Office of Consumer Affairs and Business Regulation
One Ashburton Place
Boston, MA 02108
Lemon Law Information (617)727-7780, 1-888-238-3757**

Toyota offers its customers third-party arbitration through the Dispute Settlement Program, a complaint resolution service administered by the National Center for Dispute Settlement. For information about the Dispute Settlement Program, see pages 2-5 of this booklet or contact:

**TOYOTA CUSTOMER ASSISTANCE CENTER
TOYOTA MOTOR SALES, U.S.A., INC.
P.O. BOX 2991
TORRANCE, CA 90509-2991
(800)331-4331**

6934

109538



NORM WAGNER

TOYOTA VOLKSWAGEN SCION



39 Massachusetts Avenue
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Phone: (978) 342-1330 Fax: (978) 342-0985
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www.ncrmwagnerscion.com

INVOICE

PAGE 1

LEOMINSTER, MA

HOME:

BUS:

SERVICE ADVISOR: 13 BRENDA OCASIO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
SILVERSTRE	05	TOYOTA COROLLA	1NXBR32E35Z		3093/3093		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
16AUG2004			17:00 11NOV04		70.00	CASH	11NOV2004
R.O. OPENED		READY	OPTIONS: STK:T5063 ENG:1ZZ6031697				

09:26 11NOV04 14:11 11NOV04

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/S ONLY ONCE 2 WEEKS AGO ENGINE STALLED OUT WHEN BRAKES APPLIED/ENGINE SURGED AFTER RESTART CND COULD NOT DUPLICATE

123 JAMES HIGGINBOTHAM LIC#: 0 CT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

CHECKED FOR FAULT CODES RECEIVED NONE ROADTEST RAN PERFECT

B LOF, FREE DUE TO RETURN OF SURVEY

29C CHANGE OIL AND FILTER, CARS

123 JAMES HIGGINBOTHAM LIC#: 0 ISTP

- 1 90915-YZZA2 FILTER S/A, OIL
- 1 90430-12031 GASKET
- 5 OIL QT, 10W30 MOTOR OIL

(N/C)
(N/C)
(N/C)
(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

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 * vice and parts needs at..... *
 * WWW.WAGNERAUTOMOTIVE.COM *
 * Thank you, we look foward to your visit *

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	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. I acknowledge receipt of vehicle and hereby approve above listed services and parts.	LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
	(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT

CUSTOMER COPY

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113070



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INVOICE

PAGE 1

SERVICE ADVISOR: 7 DEREK COUTURE

LEOMINSTER, MA

HOME: [REDACTED] BUS:

CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVERSTRE	05	TOYOTA COROLLA	1NXBR32E35Z [REDACTED]		7012/7012	T5252	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16AUG04 IS			21:00 21FEB05		80.00	CASH	22FEB05
R.O. OPENED	READY	OPTIONS: STK:T5063 ENG:1ZZ6031697					
21FEB05	22FEB05						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
A CHANGE OIL AND FILTER, CARS							
29C CHANGE OIL AND FILTER, CARS							
123 CT							
	1	90915-YZZA2	FILTER S/A, OIL		6.45	6.45	6.45
	1	90430-12031	GASKET		0.95	0.95	0.95
	5	OIL QT, 5W30	MOTOR OIL		1.85	1.85	9.25
PARTS:	16.65	LABOR:	12.30	OTHER:	0.00	TOTAL LINE A:	28.95

7012 LOF

B ROTATE TIRES

46 ROTATE TIRES

123 CT

PARTS: 0.00 LABOR: 18.95 OTHER: 0.00 TOTAL LINE B: 18.95

7012 ROTATED 4 TIRES

C C/S CAR CRANKS OVER FOR A WHILE BEFORE IT STARTS, CHECK AND REPORT CAUSE: E

51 FUNCTIONAL CHECK

123 CT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

7012 UNABLE TO DUPLICATE ANY ABNORMAL STARTING CONCE RNS

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* Thank you, we look forward to your visit! *

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	(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. I acknowledge receipt of vehicle and hereby approve above listed services and parts.	LABOR AMOUNT
		PARTS AMOUNT	16.65
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC CHARGES	0.00
		TOTAL CHARGES	47.90
		LESS INSURANCE	0.00
		SALES TAX	0.83
	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	48.73

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114260



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INVOICE

PAGE 1

SERVICE ADVISOR: 1992 T J MCCORMACK

LEOMINSTER, MA

HOME: [REDACTED] BUS:

CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVER	05	TOYOTA COROLLA	1NXBR32E35Z [REDACTED]		8107/8108	T5252	
DEL DATE	PRD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16AUG04 IS			21:00 25MAR05		80.00	CASH	25MAR05
R.O. OPENED	READY	OPTIONS: STK:T5063 ENG:1ZZ6031697					
25MAR05	25MAR05						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES CHECK ENGINE LIGHT IS ON, CHECK AND REPORT
 13 CUSTOMER STATES CHECK ENGINE LIGHT IS ON,
 CHECK AND REPORT

259 ISTD
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00

8108 NPF CHECK ENGINE LIGHT NOT ON. NO CODES IN SYSTEM, OR PENDING
 CODES OR HISTORY CODES. MAINT. REQ. LIGHT WAS ON.

B C/S CAR CRANKS A LONG TIME AND DOESN'T START
 51 FUNCTIONAL CHECK

259 ISTD
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00

8108 CND CRANKS NORMALLY, COULD NOT DUPLICATE A "DOESN'T START"
 CONDITION OR A LONG CRANK CONDITION.

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 * Thank you, we look forward to your visit *



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	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. I acknowledge receipt of vehicle and hereby approve above listed services and parts.	LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

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115712



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INVOICE

PAGE 1

SERVICE ADVISOR: 1992 T J MCCORMACK

LEOMINSTER MA
HOME
CELL

BUS:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	05	TOYOTA COROLLA	1NXBR32E352		12089/12089	T447
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
16AUG04 IS			21:00 29APR05		80.00	CASH
R.O. OPENED	READY	OPTIONS: STK:T5063 ENG:1ZZ6031697				INV. DATE
29APR05	29APR05					29APR05

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
CHANGE OIL AND FILTER, CARS							
29C CHANGE OIL AND FILTER, CARS							
				99 CT		12.30	12.30
1	90915	YZZA1	FILTER S/A, OIL		6.45	6.45	6.45
1	90430	12031	GASKET		0.95	0.95	0.95
5			OIL QT, 5W30 MOTOR OIL		1.85	1.85	9.25
PARTS:	16.65	LABOR:	12.30	OTHER:	0.00	TOTAL LINE A:	28.95

B ROTATE TIRES

46 ROTATE TIRES							
				99 CT		18.95	18.95
PARTS:	0.00	LABOR:	18.95	OTHER:	0.00	TOTAL LINE B:	18.95

C C/S CAR IS TURNING OVER TO MUCH BEFORE STARTING

51 TECH ORDERED NEW ECU PER TSB FOR HARD STARTING							
CONDITION							
				99 ISTP		(N/C)	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

IMPORTANT

You will be receiving a survey from the Manufacturer soon. Your "Complete Satisfaction" is our goal. If for any reason you are not "Completely Satisfied" contact

TJ
Norm Wagner
Toyota Volkswagen
978-342-1330



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VLSA
DB
4/29

DESCRIPTION	TOTALS
LABOR AMOUNT	31.25
PARTS AMOUNT	16.65
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	47.90
LESS INSURANCE	0.00
SALES TAX	0.83
PLEASE PAY THIS AMOUNT	48.73

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1 1 6 3 3 6



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INVOICE

PAGE 1

SERVICE ADVISOR: 1992 T J MCCORMACK

LEOMINSTER MA
HOME:
CELL:

BUS:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVERSTRE	05	TOYOTA COROLLA	1NXBR32E35Z		12737/12738	T925
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
16AUG04 IS			21:00 13MAY05		80.00	CASH
R.O. OPENED	READY	OPTIONS: STK:T5063 ENG:1ZZ6031697				
13MAY05	13MAY05					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/S THE CAR STARTS HARD CHECK AND REPORT
CAUSE: PERFORMED TSB EG018-05 REPLACED ECU REPROGRAMMED
895011 ENGINE CONTROL MODULE R&R

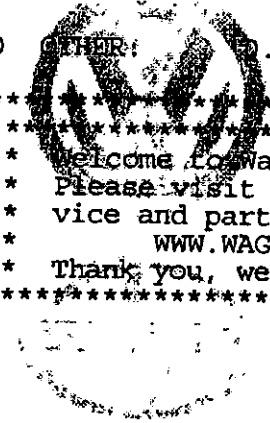
(N/C)
(N/C)

395 WT93
1 89661-02C12 COMPUTER, ENGINE CON
FC: 895011
PART#: 89661-02C12
COUNT: 1
CLAIM TYPE:
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

3 *****SOP*****
51 FUNCTIONAL CHECK

395 ISTP
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00



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STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms. I acknowledge receipt of vehicle and hereby approve above listed services and parts

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

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INVOICE

PAGE 1

SERVICE ADVISOR: 554 DANE MELLO

LEOMINSTER, MA
HOME:
CELL:
BUS:

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Includes details for SILVERSTRE 05 TOYOTA COROLLA and payment information.

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S CAR IS TURNING OVER MUCH MORE THAN NORMAL BEFORE IT STARTS,

INSTALL **SOP** FUEL PUMP

CAUSE: REPLACED FUEL PUMP

51 REPLACED FUEL PUMP

395 WT93

1 77020-02180 TUBE ASSY, FUEL SUCT

FC: 234021

PART#: 7702002180

COUNT: 1

CLAIM TYPE:

AUTH CODE:

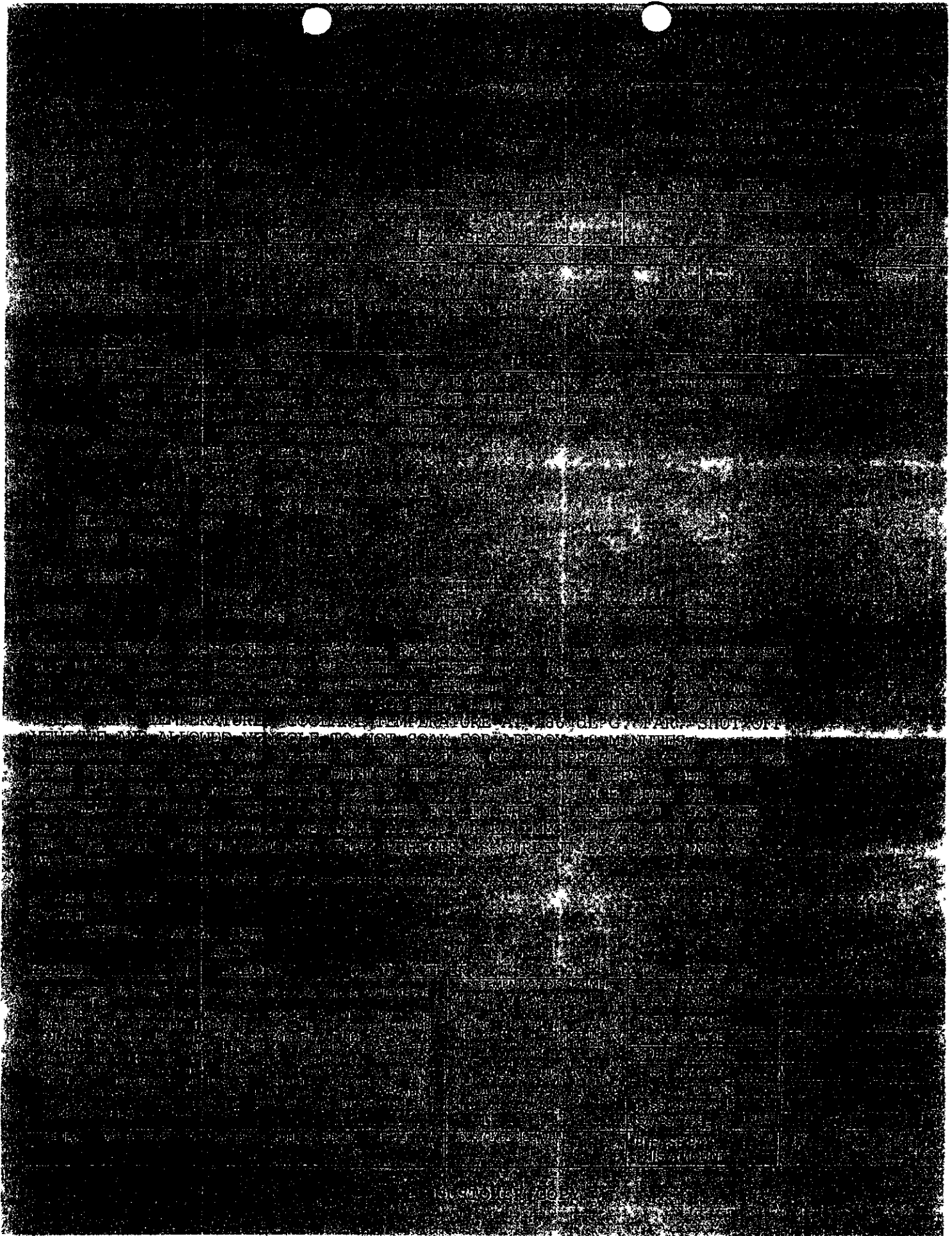
(N/C)
(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

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Table with columns: STATEMENT OF DISCLAIMER, DESCRIPTION, TOTALS. Includes warranty terms and a summary of charges (LABOR AMOUNT, PARTS AMOUNT, etc.)

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.....
NORM HAGNER TOYOTA SECTION
700 OLD UNION TURNPIKE
LANCASTER, MA 01523
978-342-1330

C O P Y
11/10/2005 17:08.42
Sale:

Transaction #: 15
Card Type: VISA

Amount: [REDACTED]
Total: 61.07

Reference No.: 421760537
Auth. Code: 050539
Response APPROVAL 050539
Sequence Number: 0015

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NO DAYS OF 000
REAL TIME BYE
PERSONS ACCU LIE
WERE PERF LIE
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A. 260

ROBERT M. SILVERMAN**
CRAIG THOR KIMMEL**

*Member, PA Bar
*Member, NJ Bar
*Member, DE Bar
*Member, NY Bar
*Member, MA Bar
*Member, MD Bar



KIMMEL & SILVERMAN

P.C.

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www.lemonlaw.com

CORPORATE HEADQUARTERS

30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlon Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114

PLEASE REMIT ALL CORRESPONDENCE TO THE MASSACHUSETTS OFFICE

JACQUELINE C. HERRITT**
ROBERT A. RAPKIN**
VIVIAN BENZ PEIKIN**
AMY D. COX**
LOUIS DOBI, JR.**
SHANNON M. RYAN**
BRIAN T. GOLDENFARB**
SUSANNE KIMBERLAND**
HELARY K. WHEATLEY**
ROBYN G. KATZ**
BARRY R. WINDERMAN**
CHRISTINE H. DANTONIO**
JENNIFER R. HURVITZ**
JACQUELINE BRADFORD PORRO**

July 26, 2005

Via Fax No. 508-339-2571
And First Class Mail

Michael Ciccolini, Dispute Resolution Administrator
c/o Toyota Motor Sales, U.S.A., Inc.
Boston Regional Office
440 Forbes Blvd.
Mansfield, MA 02048

CHAPTER 93A DEMAND LETTER YOU HAVE THIRTY DAYS TO RESPOND

Re: [REDACTED] v. Toyota Motor Sales, U.S.A., Inc.
Vehicle: 2005 Toyota Corolla
Date of Purchase: 8/16/04
VIN#: 1NXBR32E35Z [REDACTED]

Dear Sir or Madam:

[REDACTED] represented by this law firm for the claims he has against your company, Toyota Motor Sales, U.S.A., Inc., hereinafter "TMS," for the sale of a seriously defective and damaged new vehicle on August 16, 2004. [REDACTED] intends to invoke his rights under the Massachusetts New Car Lemon Law (M.G.L. c. 90 § 7N1/2), the Massachusetts Consumer Protection Act (M.G.L. Chapter 93A and its subsections), and the Magnuson Moss Federal Warranty Act (U.S.C. Title 15, c. 50 § 2301-2312). [REDACTED] hereby demands to rescind the purchase agreement dated August 16, 2004 and demands reimbursement for any and all expenses applicable under the Lemon Law, the Consumer Protection Act, and the federal Magnuson Moss Warranty Act, including attorneys' fees and interest.

It is the contention of my client that TMS, its agents, servants, and employees used unfair or deceptive acts or practices and made deceptive representations when selling and subsequently repairing his vehicle, which were clearly in violation of the Consumer Protection Act and the warranty obligations mandated by the Massachusetts Lemon Law and the federal Magnuson Moss Warranty Act.

FACTS

On or about August 16, 2004 my client purchased the above vehicle from Norm Wagner Automotive, Inc. My client purchased the vehicle with 2 miles. The basis of the bargain included a Massachusetts's mandated lemon law warranty period of one year or 15,000 miles. See M.G.L. c. 90 § 7N1/2), in addition to the 3year/36,000 miles manufacturer bumper-to-bumper warranty.

██████████ has returned his vehicle to Norm Wagner for the following defects on the following dates:

Date of service	Defect/Complaint
11/11/04	engine stalled out when brakes applied/engine surge after restart
2/21/05-2/22/05	car cranks over a while before it starts
3/25/05	check engine light, car cranks a long time and doesn't start
4/29/05	car turning over to much before starting
5/13/05	hard start
5/20/05	car turning over more than normal before it starts

TMA has done nothing but deceive and misrepresent all of its transactions and communications with ██████████ and failed to repair the defects with the vehicle in a reasonable number of repair attempts. The actions of TMS, its agents, employees, and/or servants, were clearly unfair and deceptive in violation of Massachusetts General Laws Chapter 93A and its subsections. TMS undoubtedly sold ██████████ a vehicle with defects and through its agents, servants, and/or employees misrepresented the condition of the vehicle.

LAWS AND ANALYSIS

I. CONSUMER PROTECTION ACT

The Massachusetts Consumer Protections Act, Massachusetts General Law, Chapter 93A section 2 (a) provides that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Additionally, the Chapter 93A provides that a violation of the Lemon Law is a violation of the Consumer Protection Statute. The acts of TMS, its agents, servants, and employees, in the sale of my client's vehicle were deceptive and unfair and violated the Lemon Law.

The Massachusetts Attorney General's Regulation, 940 CMR 3.05, entitled, "General Misrepresentations" states:

- (1) No claim or representation shall be made by any means concerning a product which directly, or by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of deceiving buyers or prospective buyers in any material respect. This prohibition includes, but is not limited to, representations or claims relating to reliability, manner or time of performance, safety, strength, condition, or life expectancy of such a product, or financing relating to such a product, or the ease with which such product may be operated, repaired, or maintained or the benefit to be derived thereof (emphasis added).

An act by a business is "deceptive" under Chapter 93A if it could reasonably be found to have caused a person to act differently from the way he would otherwise have acted. Brennan v. Carvel Corp., 929 F.2d 801(1991 Mass.).

The Massachusetts Attorney General's Regulation 940 CMR 3.16 provides:

Without limiting the scope of any other rule, regulation, or statute, an act or practice is a Violation of Chapter 93A, Section 2 if:

- (1) It is oppressive or other unconscionable in any respect; or
- (2) Any person or other legal entity subject to this act fails to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction; or
- (3) It fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection; or
- (4) Violates the Federal Trade Commission Act, the Federal Consumer Credit Protection Act or other Federal consumer protection statutes within purview of Section 2 of Chapter 93A (emphasis added).

Finally, Section VII (B) of the Rules and Regulations promulgated by the Attorney General pursuant to Massachusetts General Laws Chapter 93A, Section 2 (c) provides in part: it shall be an unfair or deceptive act or practice to fail to perform or fulfill any promises or

obligations arising under a warranty. The definitions of warranty in the rules or regulations include the following: an express warranty or guarantee includes any affirmation or fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain.

The facts of my client's case demonstrate that the above-mentioned Regulations have been violated and in accordance with the Massachusetts Consumer Protection Act, my client is entitled to damages for these violations.

II. MASSACHUSETTS LEMON LAW

It is clear from the above facts that [REDACTED] vehicle has been repaired at Norm Wagner on more than three occasions for the same defect since August 16, 2004.

As you know according to M.G.L. c.90, Section 7N 1/2:

A reasonable number of attempts shall be deemed to have been undertaken to conform a motor vehicle to any applicable express or implied warranties if (a) the same nonconformity has been subject to repair three or more times by the manufacturer or its agents or authorized dealers within the term of protection, but such nonconformity continues to exist or such nonconformity has recurred within the term of protection, or (b) the vehicle is out of service by reason of repair of any nonconformity for a cumulative total of fifteen or more business days during the term of protection; provided, however, that the manufacturer shall be afforded one additional opportunity, not to exceed seven business days, to cure any nonconformity arising during the term of protection, notwithstanding the fact that such additional opportunity to cure commences after the term of protection. Such additional opportunity to cure shall commence on the day the manufacturer first knows or should have known that the limits specified in clause (a) or (b) have been met or exceeded. The term of protection, said fifteen business day period and said additional opportunity to cure shall be extended by any period of time during which repair services are not available to the consumer as a direct result of a war, invasion, fire, flood or other natural disaster. The term of protection, said fifteen business day period and said additional opportunity to cure shall also be extended by that period of time during which repair services are not available as a direct result of a strike; provided, however, that the manufacturer, its agent, or authorized dealer provides or makes provision for the free use of a vehicle to any consumer whose vehicle is out of service by reason of repair during a strike. The burden shall be on the manufacturer to show that any event claimed as a reason for an extension under the provisions of this paragraph was the direct cause for the failure of the manufacturer, its agent or authorized dealer to cure any nonconformity during the time of said event. Extensions for concurrent events shall not be cumulative.

The above defects substantially impair the vehicle's "market value" because a motor vehicle with past defects is sure to be worth less at the time of resale or trade in than a non-

defective vehicle. Additionally, as is clear from the above-mentioned facts, the use and safety of my client's vehicle has been compromised. Should my client be forced to litigate this matter, he will be seeking damages for TMS's violations of the Massachusetts Lemon Law.

III. MAGNUSON MOSS WARRANTY ACT

Finally, my client will be pursuing a claim under the **Magnuson Moss Warranty Act** if this matter proceeds to trial. Under this federal mandate, a warrantor has a duty to remedy the defects/malfunctions complained of by a consumer within a "reasonable time and without charge." Failure of the warrantor to meet the minimum federal requirements under their warranty results in the consumer's right to sue the warrantor under the federal Magnuson Moss Warranty Act.

Given the repair history of [REDACTED] vehicle and the number of days that the vehicle was out of service, **he did not receive the benefit of the value of the vehicle or the warranties that were part of the basis of the bargain.** To that end, he will pursue his rights under the Magnuson Moss Warranty Act. Under the federal law, he is entitled to the diminution in value of the vehicle as warranted and the vehicle that he actually received. **Damages awarded pursuant to the Magnuson Moss claim will be in addition to the re-purchase calculation that will be awarded after trial.**

CONCLUSION

For the reasons stated herein, [REDACTED] hereby demands the following:

1. Full rescission of the original purchase agreement.
2. Payment of the loan pay-off and accompanying finance charges to the date of re-purchase and insurance payments to the date of re-purchase.
3. Payment of Attorneys' fees and costs.

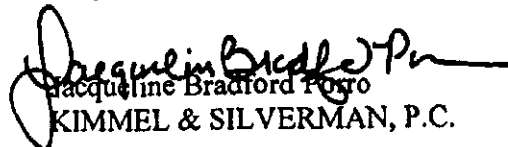
Failure to forward the relief demanded within thirty days or a reasonable offer of settlement may result in the institution of legal proceedings against TMS seeking damages, reasonable attorneys' fees, interest and costs, all of which are permitted by Massachusetts General Laws, Chapter 93A and its subsections.

Additionally, TMS may be liable for two or three times the actual damages, if the court determines that its conduct was an unlawful or a knowing violation of Massachusetts General Laws, Chapter 93A and its subsections, or that TMS's failure to grant relief was made in bad faith with reason to know that its conduct was unfair and deceptive in violation of Massachusetts General Laws, Chapter 93A and its subsections.

Considering the obvious fact that my client has not requested any additional payment to compensate him for the double or treble damages to which he will be entitled after trial for the misrepresentations regarding the vehicle's condition at the time of sale or to compensate him for the damages he will receive for TMS's violation of the federal warranty mandate, the Magnuson Moss Warranty Act, my client's demand for a re-purchase, plus compensation for incidental and consequential damages (including finance charges and insurance payments), and attorneys' fees and costs is extremely reasonable. Should you require any documentation to verify my client's

loan pay-off and finance charges, insurance charges, or the bill for attorneys' fees and costs,
please do not hesitate to call.

Very truly yours,


Jacqueline Bradford Fogro
KIMMEL & SILVERMAN, P.C.

JBP/cb
Enclosures



Buyer (and Co-Buyer) - Name(s) and Address(es) (Include County and Zip Code) LEOMINSTER MA	Dealer Number	Account Number
Creditor (Seller) - Name and Business Address NORM WAGNER AUTOMOTIVE INC. 39 MASS AVE LUNENBURG, MA 01462		

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee. Who is Bound. You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract and you are individually liable to the Creditor for any amount due. Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification No.	Primary Use for Which Purchased
NEW	2005	TOYOTA COROLLA	4-DOOR LE	1NXBR32E35Z	<input type="checkbox"/> personal <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/> Power Steering If business use is checked, Buyer is: <input type="checkbox"/> an individual <input type="checkbox"/> a corporation <input type="checkbox"/> a partnership
<input type="checkbox"/> Air Conditioning <input type="checkbox"/> Radio <input type="checkbox"/> 4-5 Speed Transmission <input type="checkbox"/> Power Steering <input type="checkbox"/> Sun Roof <input type="checkbox"/> Stereo <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Custom Wheels					Odometer Miles 2

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down-payment of \$ _____
9.25 %	\$ 4358.70	\$ 17241.30	\$ 21600.00	\$ 22038.71

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of _____		
Regular Payments of _____	360.00	Monthly, beginning 09/15/04
One Final Payment of _____		

Late Charge. If a payment is not paid in full within 15 days after it is due, you will pay a late charge of 5% of the unpaid amount of the late payment or \$5.00, whichever is less.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security. You are giving a security interest in the vehicle being purchased.
Other Terms. Please read this contract, including the reverse side, for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

FINANCIALIZATION OF THE AMOUNT FINANCED

Cash Price (including any accessories, services and taxes)	\$ _____
Total Downpayment = Net Trade-in \$ 438.71 + Cash Downpayment \$ _____	\$ 16569.00
\$ _____ Payable before the first regularly scheduled payment	N/A including deferred downpayment of _____
Your Trade-in is a 1997 Year HONDA Make _____ Model _____	
Unpaid Balance of Cash Price (1 minus 2)	\$ 438.71(2)
Amounts Paid to Others on Your Behalf (the Creditor may retain or receive a portion of these amounts):	\$ 16230.29(1)
Price of Required Physical Damage Insurance Purchased from the Insurance Company Named Below - Covering Damage to the Vehicle	\$ _____
Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below - Life \$ _____ Disability, Accident and Health \$ _____	\$ N/A
Price of Optional Mechanical Breakdown Protection or Service Contract Purchased from the Creditor - Covering Certain Mechanical Repairs	\$ N/A
Price of Optional Debt Cancellation Coverage or Guaranteed Auto Protection ("GAP") Purchased from the GAP Provider Named Below - Covering a Waiver of Deficiency upon Total Loss of Vehicle	\$ N/A
Other Charges (Creditor must identify who will receive payment and describe purpose)	\$ _____
To _____ for _____	\$ _____
To WAGNER AUTOMOTIVE for DOC FEE	\$ 199.50
Other Amounts Paid to Others on Your Behalf	\$ _____
Official Fees Paid to Public Officials	\$ _____
Taxes Paid to Government Agencies (Not Included in Cash Price)	\$ N/A
Government License Fees	\$ 746.51
Government Registration Fees	\$ N/A
Government Certificate of Title Fees	\$ 15.00
Other Charges and Amounts Paid to Others on Your Behalf	\$ 50.00
Amount Financed - Unpaid Balance (3 plus 4)	\$ 17241.30(4)
Required Physical Damage Insurance Physical Damage Insurance	\$ 17241.30(1)(5)

(v) Government Certificate of Title Fees \$ 15.00
 Total Other Charges and Amounts Paid to Others on Your Behalf \$ 50.00
 5 Amount Financed - Unpaid Balance (3 plus 4) \$ 1011.00
 \$ 1741.50

Required Physical Damage Insurance. Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is shown in 4A(i) of the Itemization above.

\$ N/A Deductible Collision AND \$ N/A Deductible other than Collision including Fire, Theft and Combined Additional Coverage
 Insurance Company _____ Term: _____ months

Optional Credit Insurance. YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The purchase price is shown below and in 4A(ii) of the Itemization above

Type	Premium	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$ _____	N/A	You want the specified credit life coverage. Buyer's Signature _____ Date _____ Co-Buyer's Signature _____ Date _____
	<input type="checkbox"/> Joint Coverage \$ _____		
Credit Disability	Single Coverage (Buyer Only) \$ _____	N/A	You want the specified credit disability coverage. Buyer's Signature _____ Date _____ Co-Buyer's Signature _____ Date _____

If you elect optional insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ _____ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ _____ N/A Insurance Company

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the purchase price which is shown in 4A(ii) of the Itemization above.

The term of this protection will be _____ months from the date of delivery or until the odometer of the vehicle shown _____ miles, whichever occurs first. If you purchase this protection, you will have reviewed the terms of the contract which describes this protection. A copy of the completed contract will be sent to you by the MBP Company.
 MBP Company _____ \$ _____ N/A Deductible

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer's Signature _____ Date _____
 Co-Buyer's Signature _____ Date _____

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the purchase price to the Creditor, which is shown in 4A(iv) of the Itemization above. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by the provider.

GAP Provider HOENER AUTOMOTIVE

APPROVAL: YOU WANT TO OBTAIN THE GUARANTEED AUTO PROTECTION ("GAP") DESCRIBED ABOVE.

Buyer's Signature _____ Date 08/16/04 Co-Buyer's Signature _____ Date _____

If there is a balance due when this contract matures interest on the unpaid balance will accrue at the following rate until paid in full: 9.85

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO THE BUYER: 1. Do not sign this contract if any of the spaces intended for the agreed terms, to the extent of then available information, are left blank. 2. You are entitled to an exact copy of the contract you signed. 3. Under the law, you have the following rights, among others: (a) to pay off in advance the full amount due and to obtain a partial refund of the Finance Charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain circumstances, a resale of the property if repossessed.

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109588



39 Massachusetts Avenue
Lunenburg, Massachusetts 01462
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www.normwagnerscion.com

INVOICE

PAGE 1

SERVICE ADVISOR: 13 BRENDA OCASIO

LEOMINSTER, MA
HOME: [REDACTED]

BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVER	05	TOYOTA COROLLA	1NXBR32E35Z		3093/3093		
DEL. DATE	PROG. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16AUG2004			17:00 11NOV04		70.00	CASH	11NOV2004
NO. OPENED	READY	OPTIONS: STK:T5063 ENG:1ZZ6031697					

09:26 11NOV04 14:11 11NOV04

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/S ONLY ONCE 2 WEEKS AGO ENGINE STALLED OUT WHEN BRAKES APPLIED/ENGINE SURGED AFTER RESTART CND COULD NOT DUPLICATE

123 JAMES HIGGINBOTHAM LIC#: 0
CT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

CHECKED FOR FAULT CODES RECEIVED NONE ROADTEST RAN PERFECT

B LOP, FREE DUE TO RETURN OF SURVEY

29C CHANGE OIL AND FILTER, CARS
123 JAMES HIGGINBOTHAM LIC#: 0
ISTP

1 90915-YZZA2 FILTER S/A, OIL (N/C)
1 90430-12031 GASKET (N/C)
5 OIL QT, 10W30 MOTOR OIL (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

* Welcome to Wagner Toyota/Volkswagen *
* Please visit our website for your ser- *
* vice and parts needs at..... *
* WWW.WAGNERAUTOMOTIVE.COM *
* Thank you, we look forward to your visit *

THE LABOR WARRANTY IS 90 DAYS OR 4,000 MILES WHICHEVER COMES FIRST. ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. I acknowledge receipt of vehicle and hereby approve above stated services and parts

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

0.00

CUSTOMER COPY

6934

113070



39 Massachusetts Avenue
Lunenburg, Massachusetts 01462
Phone: (978) 342-1330 Fax: (978) 342-0985
www.normwagnerautomotive.com
www.normwagnerscion.com

INVOICE

PAGE 1

SERVICE ADVISOR: 7 DEREK COUTURE

LEOMINSTER, MA
HOME
CELL
BUS:

MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVERSTRE 05 TOYOTA COROLLA	1NXBR32E35Z		7012/7012	T5252
DE DATE	PROG DATE	WARR EXP	PROMISED	PG NO.
16AUG04 IS			21:00 21FEB05	
R.O. OPENED	READY	OPTIONS:	STK:T5063	ENG:1ZZ6031697
21FEB05	22FEB05			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
CHANGE OIL AND FILTER, CARS							
29C CHANGE OIL AND FILTER, CARS							
			123	CT		12.30	12.30
1	90915	1ZZ62		FILTER S/A, OIL	6.45	6.45	6.45
1	90430	12031		GASKET	0.95	0.95	0.95
5				OIL QT, 5W30 MOTOR OIL	1.85	1.85	9.25
PARTS:	16.65	LABOR:	12.30	OTHER:	0.00	TOTAL LINE A:	28.95

7012 LOF

3 ROTATE TIRES

46 ROTATE TIRES							
			123	CT		18.95	18.95
PARTS:	0.00	LABOR:	18.95	OTHER:	0.00	TOTAL LINE B:	18.95

7012 ROTATED 4 TIRES

C/S CAR CRANKS OVER FOR A WHILE BEFORE STARTING, CHECK AND REPORT
CAUSE: E

51 FUNCTIONAL CHECK							
			123	CT		0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

012 UNABLE TO DUPLICATE ANY ABNORMAL STARTING CONCERNS

 * Welcome to Wagner Toyota/Volkswagen *
 * Please visit our website for your service and parts needs at..... *
 * WWW.NORMWAGNERAUTOMOTIVE.COM *
 * Thank you, we look forward to your visit! *

THE LABOR WARRANTY IS 90 DAYS OR 4,000 MILES WHICHEVER COMES FIRST.
 IN BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. I acknowledge receipt of vehicle and hereby approve above listed services and parts.

DESCRIPTION	AMOUNT
LABOR AMOUNT	31.25
PARTS AMOUNT	16.65
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	47.90
LESS INSURANCE	0.00
SALES TAX	0.83
PLEASE PAY THIS AMOUNT	48.73

GND) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

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Lunenburg, Massachusetts 01462
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INVOICE

PAGE 1

SERVICE ADVISOR: 1992 T J MCCORMACK

LEOMINSTER, MA
HOME
CELL
BUS:

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL DATE, PROM DATE, WARR EXP, PROMISED, PC NO, RATE, PAYMENT, INV DATE. Includes vehicle details for a 1992 Toyota Corolla.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL

A CUSTOMER STATES CHECK ENGINE LIGHT IS ON, CHECK AND REPORT
13 CUSTOMER STATES CHECK ENGINE LIGHT IS ON, CHECK AND REPORT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)

8108 NPF CHECK ENGINE LIGHT NOT ON. NO CODES IN SYSTEM, OR PENDING CODES OR HISTORY CODES. MAINT. REQ. LIGHT WAS ON.

B C/S CAR CRANKS A LONG TIME AND DOESN'T START
51 FUNCTIONAL CHECK

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00 (N/C)

8108 CND CRANKS NORMALLY, COULD NOT DUPLICATE A "DOESN'T START" CONDITION OR A LONG CRANK CONDITION.

Norm Wagner Toyota/Volkswagen
Please visit our website for your service needs at...
www.normwagnerautomotive.com
We look forward to your visit



Table with columns: THE LABOR WARRANTY IS 90 DAYS OR 4,000 MILES WHICHEVER COMES FIRST, STATEMENT OF DISCLAIMER, DESCRIPTION, AMOUNT. Includes warranty details and a list of charges (LABOR, PARTS, GAS, OIL, LUBE, etc.).

CUSTOMER COPY

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 www.normwagnerscion.com

INVOICE

PAGE 1

SERVICE ADVISOR: 1992 T J MCCORMACK

LEOMINSTER, MA

HOME: [REDACTED] BUS: [REDACTED]
CELL: [REDACTED]

DATE	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	PAGE		
SILVERSTRE 05	TOYOTA COROLLA	1NXBR32E35Z		12089/12089	T447		
DATE	RATE	WAGE EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
16AUG04 IS			21:00 29APR05		80.00	CASH	29APR05
R/O OPENED	READY	OPTIONS: STK:T5063 ENG:1ZZ6031697					
29APR05	29APR05						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CHANGE OIL AND FILTER, CARS							
29C CHANGE OIL AND FILTER, CARS							
99 CT							
1	90915	MZZAY	FILTER S/A, OIL		6.45	6.45	6.45
1	90430-12031		GASKET		0.95	0.95	0.95
5			OIL QT, 5W30 MOTOR OIL		1.85	1.85	9.25
PARTS:	16.65	LABOR:	12.30	OTHER:	0.00	TOTAL LINE A:	28.95

B ROTATE TIRES							
46 ROTATE TIRES							
99 CT							
PARTS:	0.00	LABOR:	18.95	OTHER:	0.00	TOTAL LINE B:	18.95

C C/S CAR IS TURNING OVER TO MUCH BEFORE STARTING							
51 TECH ORDERED NEW ECU PER TSB FOR CAR STARTING							
CONDITION							
99 ISTP							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	(N/C) 0.00

IMPORTANT
 You will be receiving a survey from the Manufacturer soon. Your "Complete Satisfaction" is our goal. If for any reason you are not "Completely Satisfied" contact:

TJ
 Norm Wagner
 Toyota Volkswagen
 978-342-1330

 * Welcome to Wagner Toyota/Volkswagen *
 * Please visit our website for your ser- *
 * vice and parts needs at..... *
 * WWW.WAGNERAUTOMOTIVE.COM *
 * Thank you - we look forward to your visit *

VISA
 DS
 4/29

THE LABOR WARRANTY IS 90 DAYS OR 4,000 MILES WHICHEVER COMES FIRST.
 ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. I acknowledge receipt of vehicle and hereby approve above listed services and parts.

CUSTOMER SIGNATURE

DESCRIPTION	TOTAL
LABOR AMOUNT	31.25
PARTS AMOUNT	16.65
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	47.90
LESS INSURANCE	0.00
SALES TAX	0.83
PLEASE PAY THIS AMOUNT	47.90

CUSTOMER COPY

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Lunenburg, Massachusetts 01462
Phone: (978) 342-1330 Fax: (978) 342-0985
www.normwagnerautomotive.com
www.normwagnerscion.com

INVOICE

PAGE 1

SERVICE ADVISOR: 1992 T J MCCORMACK

LEOMINSTER MA
HOME: [REDACTED]
CELL: [REDACTED]
BUS: [REDACTED]

SILVERSTRE 05		TOYOTA COROLLA		1NXBR32E35Z		12737/12738		T925	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE		
16AUG04 IS			21:00 13MAY05		80.00	CASH	13MAY05		
13MAY05		13MAY05		OPTIONS: STK:T5063 ENG:1ZZ6031697					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/S THE CAR STARTS HARD CHECK AND REPORT
CAUSE: PERFORMED TSB EG018-05 REPLACED ECU REPROGRAMMED
895011 ENGINE CONTROL MODULE R&R

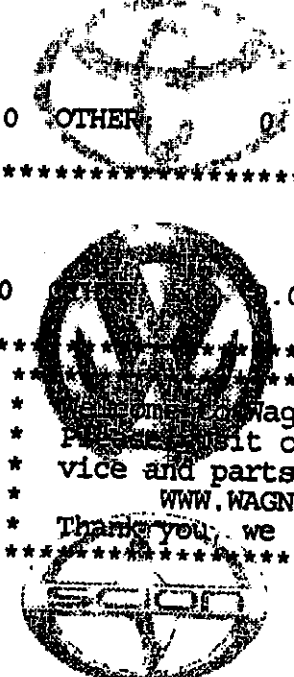
1 89661-02C12 COMPUTER, ENGINE CON (N/C)
FC: 895011 (N/C)
PART#: 89661-02C12
COUNT: 1
CLAIM TYPE:
AUTH CODE:

ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

*****SOP*****

51 FUNCTIONAL CHECK

395 ISTD
ARTS: 0.00 LABOR: 0.00 TOTAL LINE B: 0.00 (N/C)



Norm Wagner Toyota/Volkswagen
Please visit our website for your ser-
vice and parts needs at.....
WWW.WAGNERAUTOMOTIVE.COM
Thank you, we look forward to your visit

IF LABOR WARRANTY IS 90 DAYS OR 4,000 MILES WHICHEVER COMES FIRST.
I BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE OWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms. I acknowledge receipt of vehicle and hereby approve above listed services and parts.

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

DESCRIPTION	AMOUNT
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

6934

116662



39 Massachusetts Avenue
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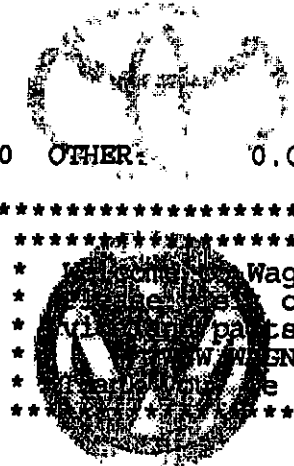
SERVICE ADVISOR: 554 DANE MELLO

LEOMINSTER, MA
HOME
CELL

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Includes details for SILVERSTRE 05 TOYOTA COROLLA and 16AUG04 IS.

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A C/S CAR IS TURNING OVER MUCH MORE THAN NORMAL BEFORE IT STARTS,
INSTALL **SOP** FUEL PUMP
CAUSE: REPLACED FUEL PUMP
51 REPLACED FUEL PUMP
395 WT93
1 77020-02180 TUBE ASSY, FUEL SUCT
FC: 234021
PART#: 7702002180
COUNT: 1
CLAIM TYPE:
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00



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Table with columns: DESCRIPTION, AMOUNT. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.

SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

hp LaserJet 3015

KIMMEL&SILVERMAN
17819829114
Jul-26-2005 11:54AM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
669	7/26/2005	11 47:10AM	Send	15083392571	6:59	14	OK



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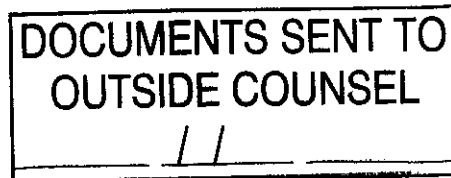
August 24, 2005

Jeffrey S. King

617.261.3179
Fax: 617.261.3175
jking@klmg.com

**VIA FACSIMILE (781) 982-9114 and
CERTIFIED MAIL NO.: 7003 3110 0002 8398 1136
RETURN RECEIPT REQUESTED**

Jacqueline B. Porro, Esq.
Kimmel & Silverman, P.C.
45 Pond Street
Suite 202
Norwell, MA 02061



Re: Demand of [REDACTED]
2005 Toyota Corolla – VIN # 1NXBR32E35Z [REDACTED]

Dear Ms. Porro:

This office represents Toyota Motor Sales, U.S.A., Inc. (“TMS”). I write in response to your letter dated July 26, 2005 and addressed to Michael Ciccolini, Dispute Resolution Administrator c/o Toyota Motor Sales, U.S.A., Inc., in which you purport to assert a claim under Massachusetts General Laws, Chapter 93A, Section 9 (“Chapter 93A”) and the Magnuson Moss Federal Warranty Act (“Mag-Moss”), in connection with the referenced 2005 Toyota Corolla (the “Vehicle”), on behalf of your client, [REDACTED]. Your letter suggests that TMS has failed to honor its warranty obligations with respect to alleged problems concerning the manner in which the Vehicle starts and that those allegations would support a claim under the Lemon Law, Chapter 93A, and Mag-Moss. You demand rescission of the original purchase agreement, payment of the loan pay-off and accompanying finance charges and insurance payments to the date of re-purchase, and payment of attorneys’ fees and costs. For the reasons set forth below, TMS denies that it has engaged in any conduct that violates the Lemon Law, Chapter 93A, or Mag-Moss, denies that the Vehicle meets the requirements for relief, and denies your request as your claims are without merit.¹

We note as a preliminary matter that your letter fails to satisfy the requirements of Chapter 93A because it fails to describe reasonably any unfair or deceptive acts or practices of TMS and any injuries [REDACTED] suffered as a result of such alleged behavior of TMS. You have not provided, and cannot provide, any credible evidence to prove that a defect existed in the Vehicle at any time and that a defect continues to exist in the Vehicle. Therefore you cannot prove that TMS failed to satisfy its warranty obligations.

¹ Because your letter also refers to conduct by other entities, we wish to note that TMS and its authorized dealers are separate and distinct entities, and that neither is an agent of the other or responsible for any alleged acts or practices of the other.



Kirkpatrick & Lockhart Nicholson Graham LLP

Jacqueline B. Porro

August 24, 2005

Page 2

You allege the Vehicle was purchased on or about August 16, 2004 and that there have been several repair attempts related to the manner in which the Vehicle starts. You allege that on March 25, 2005, the check engine light was illuminated – this is not correct, on that date the maintenance light was illuminated. During the listed repairs, it was determined that the Vehicle was operating as designed and that no defects existed. However, in order to address what [REDACTED] perceived as an improper starting condition, a new ECU/ECM was installed. When [REDACTED] continued to complain of a condition he perceived as an improper starting condition, in order to further address his concerns, the fuel pump was replaced. However, at no time did any defects exist – these repairs were made to correct the perception of a “long crank” before the Vehicle started. A TMS Field Technical Specialist (“FTS”) inspected the Vehicle on August 2, 2005. While the FTS determined the Vehicle was operating as designed, he noticed that a more recent part number existed for the ECU/ECM and so, as a further showing of good will towards [REDACTED] he replaced that unit, again, at no cost to [REDACTED]. After that replacement, he confirmed that the Vehicle was operating as designed. While no defect ever existed, these repairs would have addressed any perception of a problem. Moreover, to the extent any such perceived problem did exist, it did not and does not rise to the level of a substantial impairment of use, value, or safety of the Vehicle.

Based on the information you have provided and the information that is currently available to TMS, you have not established that there are any defects in the Vehicle or that TMS failed to honor its warranty obligations, you have not alleged any unfair or deceptive acts or practices engaged in by TMS, and you have not established the elements for any claims under the Lemon Law, Chapter 93A, or Mag-Moss. Moreover, the fact that the perceived condition in the Vehicle has been addressed and corrected moots your demand. As a result, TMS denies that [REDACTED] is entitled to any further relief at this time.

TMS endeavors to maintain customer loyalty and hopes to do so through customer satisfaction. Under the circumstances, we believe TMS has done all that it can do. TMS reserves the right to revise its response to your demand in the event you are able to provide additional information regarding your claim.

Very truly yours,


Jeffrey B. King

JSK:as

cc: Mr. Mike Ciccolini