### Demand Letter to TMS

ROBERT M. SILVERMAN\*" CRAIG THOR KIMMEL\*\*

\* Member, PA Bar \* Member, NJ Bar \* Member, NJ Bar \* Member, NJ Bar \* Member, MD Bar \* Member, MD Bar \* Member, MJ Bar \* Member, AZ Bar \* Member, AZ Bar \* Member, NJ Bar \* Member, RJ Bar



1-800-LEMON LAW

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> Of Counsel: RONNA LUCAS<sup>®</sup>

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
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 MARYLAND OFFICE, 500 Rediand Court, Suite 105, Owings Mills, MD 21117, P (410) 998-1119, F (410) 998-9997
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 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

July 1, 2008

Via Facsimile 508.339.2571

Toyota Motor Sales, U.S.A., Inc. Boston Regional Office 440 Forbes Boulevard Mansfield, MA 02048 Attention: Michael Ciccolini, Dispute Resolution Manager

### <u>CHAPTER 93A DEMAND LETTER</u> YOU HAVE THIRTY DAYS TO RESPOND

Re: Vehicle: 2007 Toyota Corolla Date of Purchase: 3/18/2007 VIN#: 1NXBR32E97Z

Dear Sir or Madam:

Please be advised that this law firm represents **Sector** in regards to a new 2007 Toyota Corolla (the "Vehicle") that was purchased from Atlanta Toyota, located in Duluth, Georgia (the "Dealer"), on March 18, 2007. The Vehicle was defective upon acquisition and was sold to our client in an unfair and deceptive manner. This is **Sector** Chapter 93A Demand Letter.

In addition to deceptively marketing the Vehicle as sound and without defect, Toyota Motor Sales, U.S.A., Inc. and the Dealer, its authorized agent, failed to successfully repair the many problems that plagued the Vehicle within a reasonable number of attempts, thus violating the manufacturer's express warranty. As a result, by marketing and selling the Vehicle to our client under the premise that it was without defect, and then failing to properly diagnose and repair the vehicle, Toyota Motor Sales, U.S.A., Inc. has violated the provisions of Chapter 93A.

Toyota Motors Sales, U.S.A., Inc. Page 2

Act (M.G.L. ch. 93A and its subsections), and the Magnuson Moss Federal Warranty Act (U.S.C. Title 15, c. 50 § 2301-2312) in order to make herself whole. Our client hereby demands a rescission of the purchase agreement that she entered into with the Dealer, dated March 18, 2007, and further demands reimbursement for any and all damages recoverable under M.G.L. ch. 93A, and the federal Magnuson Moss Warranty Act, including attorney's fees, double or treble damages, and interest.

### FACTS

On March 18, 2007, our client purchased the Vehicle from the Dealer in "new" condition. The basis of the bargain included the manufacturer's express warranties.

Date(s) of Service	Mileage	Defect(s)/Complaint(s)
3/25/08 - 3/28/08	6,001	Towed in - Check engine light on.
3/31/08	14,161/14,162	Check engine light on and vehicle stalls.
4/3/08	14,165	Check engine light on.
4/28/08	15,837	While driving the vehicle, RPM went all the way up and vehicle has not been driving right since then.
6/10/08	17,234/17,241	Toyota representative test drove vehicle.
6/23/08	17,565	Towed in – Ignition start, but when putting into gear, engine shuts off. Vehicle not shifting.

Below please find a summary of the repair history.

The actions of Toyota Motor Sales, U.S.A., Inc., its agents, employees, and/or servants have been unfair, deceptive, and in violation of M.G.L. ch. 93A. Toyota Motor Sales, U.S.A., Inc.'s actions and omissions have also exposed it to liability under the federal Magnuson Moss Act. Overall, Toyota Motor Sales, U.S.A., Inc. undoubtedly sold our client a car with defects, misrepresented the reliability of the Vehicle at the time of acquisition and failed to repair the Vehicle within a reasonable number of repair attempts. Toyota Motor Sales, U.S.A., Inc.'s failure to properly diagnose and repair the Vehicle has left our client with no other option but to seek redress in a court of law.

These remaining defects substantially impair the use, market value or safety of my vehicle. I am hereby allowing you one final repair opportunity. If these repairs are not completed within seven business days of receipt of this letter, I am entitled to a replacement vehicle acceptable to me or a refund calculated in accordance with the Lemon Law.

Failure to comply with the Lemon Law is a violation of Massachusetts General Laws, c. 93A, and you may be subject to double or treble damages as well as attorney's fees and court costs if this matter is taken to court.

### LAWS AND ANALYSIS

### I. CONSUMER PROTECTION ACT

M.G.L. ch. 93A § 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." 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.)

940 CMR 3.05 provides:

(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).

940 CMR 3.16 provides:

Without limiting the scope of any other rule, regulation, or statute, an act or practice is a violation of M.G.L. ch. 93A § 2 if:

- (1) It is oppressive or otherwise <u>unconscionable in any respect</u>; or
- (2) Any person or other legal entity subject to this act <u>fails to disclose to a buyer or</u> 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 statues within purview of Section 2 of Chapter 93A (emphasis added).

Toyota Motors Sales, U.S.A., Inc. Page 4

Section VII (B) of the Rules and Regulations promulgated by the Attorney General pursuant to M.G.L. ch. 93A, § 2 (c) provides, in part, that "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 and 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 our client's case demonstrate several violations of the above-cited legal authorities on the part of Toyota Motor Sales, U.S.A., Inc., and thereby our client is entitled to the recovery of damages.

### II. MAGNUSON MOSS WARRANTY ACT

will also 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 the warranty enables the consumer to sue the warrantor.

Given the repair history of the Vehicle and Toyota Motor Sales, U.S.A., Inc.'s refusal to further address the problems with the Vehicle, **Mathematical Motor Sales**, U.S.A., Inc.'s refusal to value of the Vehicle, nor the warranties that were part of the basis of the bargain.

### **CONCLUSION**

For the reasons stated herein, the state of the hereby demands the following:

- 1. Full rescission of the original purchase agreement;
- 2. Payment of any additional fees, charges, taxes, insurance payments (to the date of acquisition), and value of trade-in vehicle;
- 3. Reimbursement for any diagnostics or other defect-related tasks performed on the Vehicle at her expense; and
- 4. Payment of her attorney's fees and costs.

Failure to forward the relief demanded within thirty days, or a reasonable offer of settlement, will result in the initiation of litigation against Toyota Motor Sales, U.S.A., Inc. seeking damages, reasonable attorney's fees, interest and costs, all of which are permitted by under Massachusetts law and the Magnuson Moss Warranty Act.

We have attached documents to this letter substantiating our client's claims. The purchase agreement and corresponding documentation is attached hereto and marked "Plaintiff's Exhibit A." The repair orders referred to above are attached hereto and collectively marked "Plaintiff's Exhibit B." Finally, a copy of the express manufacturer's warranty is attached hereto and marked "Plaintiff's Exhibit C." Should you require any additional documentation to verify our client's damages or the bill for attorney's fees and costs, please do not hesitate to call. Toyota Motors Sales, U.S.A., Inc. Page 5

Thank you for your attention to this matter. I look forward to your timely response.

Very truly yours,

Angela K. Troccoli, Esquire

AKT:dvr Attachments

### PLAINTIFF'S Exhibit A

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### TERMS AND CONDITIONS

**TERMS AND CONDITIONS**As used in this Agreement the terms (a) "Dealer" shall mean the authorized dealer designaled in the Agreement, (b) "Purchaser" shall mean the party(les) executing this Agreement, whather for purchase are lease, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chasser, it being understood by the Perchaser and that Dealer is no represented agreement, whather for purchaser are in the spect the agent of the Manufacturer" in a Dealer and Purchaser and that the sole parties to like Agreement, the Manufacture the vehicle or chasser, it is being understood by the Perchaser and that percent of the Manufacturer terms in the sole parties to like Agreement. Any reference to Manufacture thereins is for the perchaser are the specifies of bills agreement is chaster in the sole parties to like Agreement is and the percent of the Manufacture dealer and Purchaser area the percent of the Manufacture dealer and Purchaser area the percent of the Manufacture dealer and Purchaser and the percent of the Sole of the sole of certifies that the is of legal age to exercise binding contracts in this State and hereby agrees to purchaser/ease from Dealer in the vehicle described hereins. The formation and the back of this agreement, conditions and agreement and the parties, whether oral or written. This agreement cannot be modified except by a written instrument executed by the parties. With agreement is for a used whick, the information on the federal Trade Commission WINDOW FORM is part of the agreement. INFORMATION ON THE WINDOW FORM to VERNICOS ANY CONTRACTY PURCINGING ANY INPLEO WARRENTIES of MENDER ANY THE DEALER EXPRESS OF USEC LOSS OF FORE LOSS O

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### OTHER IMPORTANT AGREEMENTS

Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on the front of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment lirst to accrued Finance Charge, then to the unpaid balance of the Principal Amount and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Principal Amount. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payment of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below. The Creditor is entitled to charge a minimum Finance Charge of \$25.00.

Gwnership, Lacation and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the continential United States. except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

Security Interest. You hereby grant to the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessions installed in or affixed to the vehicle and any replacement parts installed in the vehicle. (2) insurance prehiums and charges for service or guaranteerf auto protection contracts returned to the Creditor; (3) proceeds of any insurance policies, service contracts or guaranteed auto protection contract on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal extension, refinancing or assignment of this contract. This also secures your other agreements in this contract.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor would be interest in the vehicle, it may, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the purchase price of the insurance and a linance charge at the Base Rate applicable to this conflact or, if that rate is not author rized, the highest lawful rate. Unless you pay the purchase price of the insurance within 10 days from the date the Creditor notifies you of the charge, you agree to pay the charge in equal installiments along with the payments shown on the payment schedule.

It the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a tate charge of 5% of the unpaid amount of the late payment or \$50.00, whichever is less. Acceptance of a late payment or late charge does not excuse your late payment or mean.

Designated Nationals and Blocked Persons published by the U.S. Treasury Department's Office of Foreign Assets Control, or any other similiar or successor list containing names of persons with whom we cannot do business, or we are prohibited at any lime by any federal or state law, rule, regulation or order from doing business with you; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate payments under this contract and demand that you pay at that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Credifor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and fawinity. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

Getting the Vehicle Back Alter Reposession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments), plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has had. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs lirst.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is uwed you unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe mure than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe, when the Creditor asks for it. If you do not pay this arrount when asked, you may also be charged interest at the Base Rate applicable to this contract or, if that rate is not authorized, the highest lawful rate until you do pay all you owe.

Collection Costs. If this contract is referred for collection to any attorney who is not a salaried employee of the Creditor, you agree to pay the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, for each check, dratt or other form of payment which is returned or distionored for any reason.

Credit Information. You hereby authorize the Creditor to investigate your credit worthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to turnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

Interest after Termination. You further agree to pay interest at the Base Rate applicable to this contract or, if that rate is not authorized, the highest lawful rate, on any amounts which remain unpaid after the termination of this contract.

**Delay is Enforcing Rights and Changes in this Contract.** The Creditor can delay or retrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No orlat changes are binding. It any part of this contract is not valid, all other parts will remain enforceable.

Warranties Seiter Disclaims. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty; or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the cops sector in nerver in mere is any rare payment

nsurance. Service or Guaranteed Auto Protection Contracts. This contract n ain charges for insurance, service or guaranteed auto protection contracts. If you deauit under this contract, you agree that the Greditor may claim benefits under these ontracts and/or terminate them to obtain refunds for unearned charges. You agree to operate with the Greditor in collecting any proceeds or cancellation refunds, including xecuting all necessary papers.

asurance, Service or Guaranteed Auto Protection Contract Charges Returned to Crediar. If any charge for required insurance is returned to the Creditor, it may be credited to our account or used to buy similar insurance or insurance which covers only the redutor's interest in the vehicle. Any retund on optional insurance, service or guaraned auto protection contracts obtained by the Creditor will be credited to your account. our next regular payment will continue to be due on its scheduled date, even if these mounts are credited to your account.

efault and Required Repayment in Full Before the Scheduled Date. You will be in deuit under this contract if you fail to pay any payment according to the payment schedule; bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to ike any of your property by legal proceedings while if is in your possession or control; if ou use the vehicle for illegal purpose; if all any time you appear on the list of Specially rainy, (ii) which so days from the date of this contract, you enter into a service contract with the Seller which applies to the mereover technic being purchased; or (iii) the window form for a used on constration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is (if for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Selier has reason to know the particular purpose for which you require the vehicle and you rely on the Selier's skill or judgment to turnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

Governing Law. This contract will be governed by the laws of the State of Georgia

Notice to Buyer(s) of Used or Demonstration Vohicles. If the vehicle being purchased is a used of demonstration vehicle, the following notice applies. 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.

### IOTICE: 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.

"he preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other ases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you may have against he Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

### SELLER'S ASSIBNMENT

Seller sells and assigns to World Omni Financial Corp. ("WOFC") all of its right, title and interest in this contract.

In addition to the Seller's Warranties and Representations in the Retail Sales Financing Agreement ("Master Agreement"), Seller warrants and represent that: (1) The contract arose from the retail sale of the property described on the face of the contract; (2) Seller had title to the property at the time of sale free of any liens; (3) All disclosures required by law were properly made to the Buyer prior to the Buyer signing the contract; (4) All insurance disclosures made by the Selier are complete, accurate and property made in accordance with applicable law; (5) All insurance documentation will be delivered to the Buyer within the time required by law; (6) To the best of Seller's knowledge, the Customer Statement is accurate; (7) The downpayment received by Seller is exactly as stated; (8) The contract is enforceable; (9) Seller is licensed as required by law; (10) Seller has fully complied with all consumer protection, insurance and other laws and regulations applicable to the sale of the vehicle and any item contained in this contract; (11) Any service contract sold under this contract is offered for sale in connection with comparable cash transactions at a price equal to that disclosed on the face of this contract; (12) Seller has complied with all applicable requirements of the FTC Used Motor Vehicle Trade Repulation Rule; (13) The deterred downpayment, it any, is disclosed on the front side of this contract, is payable before the due date of the first regularly scheduled payment and is not subject to a finance charge; and (14) Seller has not charged any amounts, including amounts for documentation or processing charges, which Seller would not have charged il this transaction had been for cash other than amounts disclosed for finance charge, physical damage insurance, credit insurance and lien notation fees and other costs paid to public officials to perfect a security interest in the vehicle.

Each of these warranties and representations is material to WOFC's acceptance of this contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this contract and to pay WOFC, upon demand, the full amount of the unpaid balance under this contact. Seller also agrees to indemnify WOFC to the full extend of all losses or expenses incurred by WOFC as a result of such breach or error. Seller agrees to indemnity WOFC for any judicial setoff or loss suffered as a result of a claim or detense of Buyer against Seller.

If this contract is rescinded, cancelled, voided or otherwise made unenforceable, Selier shall pay WOFC the full amount WOFC paid to purchase it.

Seller shall be liable even if a walver, compromise, settlement or variation of the terms of the contract releases the Buyer.

Selier waives notice of acceptance of this guarantee and notices of non-payment and non-performance.

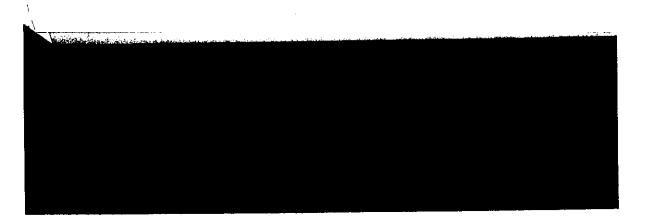
### CONTRACTS ASSIGNED SUBJECT TO REPURCHASE

If this contract is assigned subject to repurchase, in addition to the foregoing guarantees, indemnities and obligations, Seller unconditionally guarantees to repurchase this contract in the event of a delauit and pay all losses and expenses incurred by WOFC as provided by the terms of the Master Agreement.

CONTRACTS ASSIGNED WITHOUT RECOURSE OR WITH LIMITED RECOURSE

If this contract is assigned without recourse or with limited recourse, such assignment is without recourse to the Seller except in the circumstances set forth above and in the Master Agreement and in and to the extent that an amount is stated in the following paragraph.

Seller unconditionally guarantees that if Buyer defaults in the payment of any installment under this contract. Seller will pay, upon demand by WOFC, the unpaid balance up to the sum of \$



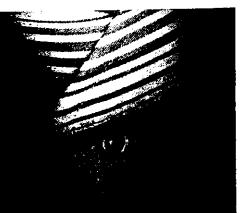
### NON-LEASED VLHICLES ODOMETER DISCLOSURE STATEMENT

Federal law and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, ALANDA 1940 (A. LAC (transferor's name-F	PRINT)
odometer now reads	(no tenths) miles and to the states the actual mileage of the vehicle
reading reflects the amo limits.	he best of my knowledge the odometer unt of mileage in excess of its mechanical
(2) I hereby certify that the mileage. WARNING-OD	e odometer reading is NOT the actual OMETER DISCREPANCY.
MAKE LOYOL MODEL CURCLEA	BODY TYPE AND I'L AAA
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Transferor's Signature Printed NameAITANIA 10YO Transferor's AddressKASAM (str	
<u>00L1118 6A 30095</u> (city) (s	ate) (zip) -
Date of Statement	
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Transferee's Name	
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GA-CDOM

Reynolds and Reynolds TO ORDER, www.reysource.com; 1-800-344-0996, tax 1-800-531-9055



2345 Pleasant Hill Road • Duluth, GA 30096

### VEHICLE PURCHASE REVIEW

This form is to be filled out in order that Atlanta Toyota makes sure that you, the customer, clearly understand and acknowledge the entire sales transaction of the vehicle you have just purchased. This document is not part of the Vehicle Sales Contract.

2007 TUYOTA COROLLA 1. I have purchased a (NEW, DEMO, USED)

2. If applicable: I have elected to purchase the following accessories:

1GAP	for \$ N/A
2 <u>UAC-LOJACK</u>	for \$595.00
	for \$399.90
4	for \$
5	for \$
6	for \$

- 3. Documentary fee: this charge represents costs and profit to the Seller/Dealer for items such as inspecting, cleaning, and adjusting New and Used Vehicles and preparing and filing documents related to the Sale.
- 4. I understand the total selling price, including accessories, products, and/or services to be:
  - 16010\_00 plus tax, title, official fees and documentary fee for a total of \$\_
  - 17792.63 I acknowledge that the "Amount Paid Now" totaling \$
  - \$ \_\_\_\_\_ 3750\_00 represents \$ \_\_3000\_00 \_\_\_\_ cash or check from me, and/or

750\_00 as a credit or rebate from the dealer and/or manufacturer that I have elected to apply to the \$\_\_\_\_ Down Payment.

- 5. If applicable: I have elected to purchase an Extended Service Contract for the amount of \$ / 1895-00-I acknowledge that the purchase of the Service Contract is not a condition of my purchasing this vehicle. Lacknowledge that the Service Contract will be issued by a company other than the vehicle manufacturer. Initials
- 6. If applicable: I have elected to purchase Credit Life and/or Accident, Health Insurance Covering the balance owing from time to time on my vehicle financing. My purchase of such insurance is voluntary and not a requirement of my purchase of this vehicle through the dealer. \_\_\_\_\_ Initials
- 7. I understand this purchase transaction is subject to both the credit and contract approval.
- 8. I understand this purchase agreement may be submitted to more than one (1) Assignee / Third Party Creditor.
- 9. I agree to provide any necessary proof of income or other documentation required by the lender to obtain financing within 24 hours of notification as it is outlined in the Bailment Agreement.
- 10. I acknowledge and understand the entire Sales Contract regarding my purchase from Atlanta Toyota executed on this date. I further acknowledge that there are no verbal agreements between me and Atlanta Toyota or its representatives and I have not relied on any verbal promises whatsoever.
- 11. I have received a copy of every document I have signed.
- 12. I understand there is no 3-day rescission period on auto contracts/purchase agreements in the state of Georgia.

10		0.	3/18/07
DEALERSHI	P REPRESENTATIVE	1	DATE

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SIGNATURE

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s Agreement begins	on the Agreement Date (See Key Terr	ns) and shall end:	months from the Agreement Date.
Membership	$(B_t(\eta_t))$ .	· · · ·	
A. 24-Hour	r Roadside Assistance	G. Custom Trip Ro	uting
-	ncy Travel Expense Reimbursement	H. Hotel Discounts	
	Rental Reimbursement zard Protection Reimbursement	I. Vehicle Rental J. 'Cruise America	Savings Recreational Vehicle Rental Savings
	Hazard Protection Reimbursement	K. Emergency Me	
	Vehicle Theft Reward	L. Security Credit	
- 01 - 02 Daul	$(X_{i})_{i \in \mathbb{N}} (\alpha_{i}, \alpha_{i}) \in \mathbb{R}^{n} (\alpha_{i})$	Membership Agr	eement Charge: \$ 399,00
$x \in \{X_{1}, \cdots, Y_{n}\}_{n \in \mathbb{N}}$			· · · · ·
Dealer Number	Name	Street	
		45 PLEASANT HILL RD	
City LUTH	State GA	Zip Code 30096	Telephone (70) 476-8282
	and the second		
the undersioned ho		ship Agreement is canceled;	following Lien Holder: 1. To receive any relund and 2. To cancel the Motor Club Membership
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or credit to my accou Agreement in the eve Nam <b>WORLD ONNI</b>	FINANCIAL CORP	Addressin()B1LE A	L 36691
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or credit to my accou Agreement in the even Nam <b>WORLD ONNI</b> reement Date	FINANCIAL CORP	]	L 36691

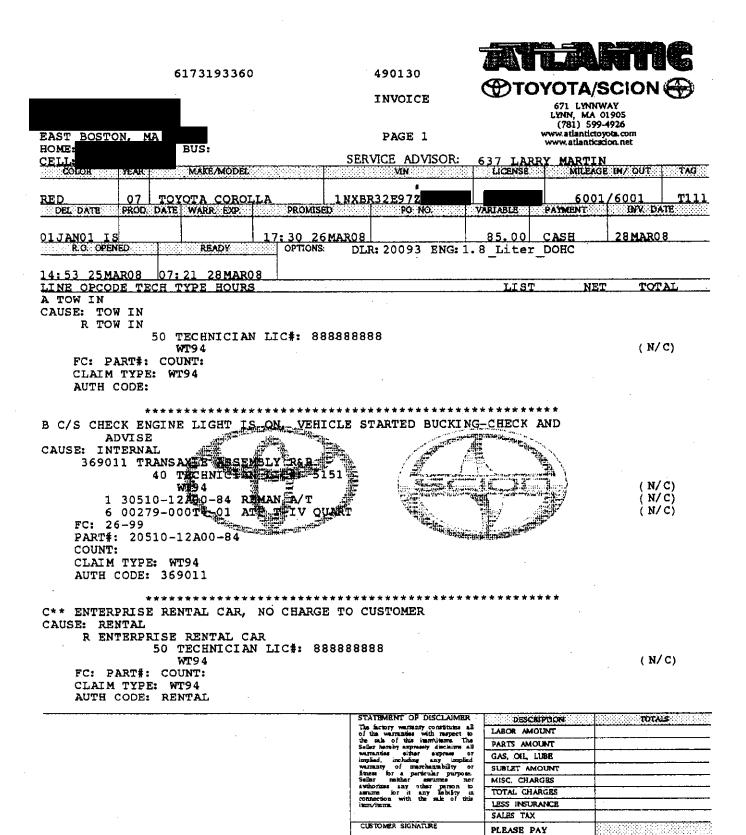
FOR MEMBERSHIP BENEFITS, CALL TOLL-FREE 1-800-592-5314.

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	P.O. BOX 55889 B www.m	<b>MOTOR VEHIC</b>	LES Crll	7 319 3360
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### PLAINTIFF'S EXHIBIT B



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EAST BOSTO HOME: CELL: COLOR RED	N, MA	6173193360 BUS: MAKE/MODEL			490130 INVOICE PAGE 2 VICE ADVISOR: VIN	~	_	AY 1905 4926 tota.com ion.net : : : : : : : : : : : : : : : : : : :	TAG
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### CUSTOMER COPY

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Seller neither assumation to a person to a sector policy of the sector o	MISC, CHARGES	0.00
assume for it any liability in	n TOTAL CHARGES	0.00
connection with the sale of this item/tems.	LESS INSURANCE	0.00
	SALES TAX	0.00
CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

	6173193360	)		490818 *INVOICE*		YOTA/S 671 LYNNW LYNN, MA 0	AY	
EAST BOSTON, MA				PAGE 1		(781) 599-49 www.atlantictoyo	26	
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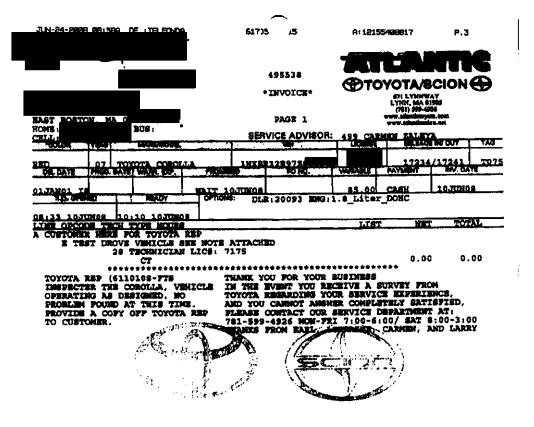
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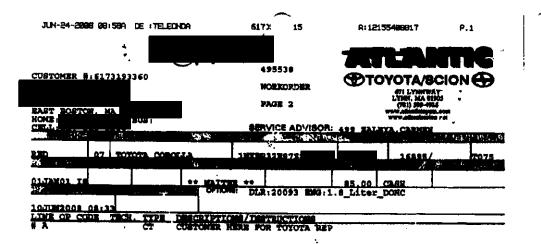
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### PLAINTIFF'S EXHIBIT C

# IMITED WARRANTY

SOUTHEAST TOYOTA DISTRIBUTORS, LLC ("we," "our" and "us") provides the following limited warranty to purchasers of whichs in on our which we have installed equivants or accessories. This warranty is not provided by and does not bind or provide benefit to the vehicle dealer, the Tipola manufacturer, or Toyota Motor Sales, USA, Inc. This warranty does not upply to ToyoGuard Exterior Paint Seatant. ToyoCuord Underconting and Sound Seal, and ToyoGuard Interior Protector. Please consult the ToyoGuard Vehicle Owner's Limited Warranty Certificate for the limited warranty terms concerning those products.

# SCOPE OF WARRANTY

We warrant that, for a period of 36 months or 36,000 miles, whichever shall occur first, from the date of delivery to the original retail purchaser (in the case of the 36 month warranty) or odometer reading zero (in the case of the 36,000 mile warranty), we will repair any defect in the option or accessory due to faulty material or workmanship, or, at our option, replace it free of charge. A. Protection

# B. Limitations of Warranty

- This warranty does not apply to, and we will nut repair or replace:
- dents, wheel balancing and wheel alignments, which are limited to one repair during the first 12 months or 20,000 miles, whichever occurs first, from the date of delivery to the original retail purchase; 2. any failure or damage to the option or accessory caused by damage to the vehicle from any cause, including without limitation damage from any collision, foreign object damage, abrasions, or
- any failure or damage caused by any misuse or any form of abuse of the vehicle or option or accessory: whatever their cause;
- such asy failure or damage if any part of the vehicle, including the option or accessory, has been altered, modified or repaired by anyone other than persons expressly authorized by us to perform
  - alteration, modification or repair;
  - any failure or damage if the option or accessory has not been installed by us or by persons expressly authorized by us;
- any failure or damage from fire, theft, harceny, explositon, lightning, earthquake. malicious mischief, vandalism, riot, or civil commotion:
  - any failure or damage occurring outside of Canada, the United States of America, its territorics or possessions:
- except to the extent required by the state whose law governs this warranty, any consequential or secondary damages that may be suffered as a result of the need to repair or replace the option or accessory. including without limitation any loss of use of the vehicle, road service, towing, storage charges, inconvenience, loss of wages, additional expense incurred, loss of transportation, rental car expense, or any derivative damage to persons or things other than the option or accessory, including other parts of the vehicle. зó

# C. Exclusive Remedy

If there is a claim under this warranty for a defect due to a faulty material or workmanship in the option or accessory, we will, at our option, repair or replace the part. We have no obligation under this warranty. if there is a defect in the option or accessory, except to repair that defect or replace the part, at our option.

# GENERAL LIMITATION OF WARRANTY Ħ

IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THIS WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS. AND THERE MAY BE OTHER RIGHTS WHICH IN NO EVENT SHALL INCIDENTAL OR CONSEQUENTIAL DAMAGES BE COVERED BY THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE INFORMATION OR EXCLUSION MAY NOT APPLY. NO EXPRESS WARRANTY OF FITNESS OR MERCHANTABIL/LIY IS GRANTED BY THIS WARRANTY, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ANY IMPLIED WARRANTIES WHICH MAY BE APPLICABLE BY OPERATION OF LAW SHALL BE LIMITED TO THE PERIOD OF THIS WRITTEN WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN VARY FROM STATE TO STATE.

THE REMEDIES SPECIFIED HEREIN ARE THE ONLY REMEDIES AVAILABLE. WE ASSUME NO OTHER OBLIGATION OR RESPONSIBILITY WITH REGARD TO THE OPTION OR ACCESSORY. WE NEITHER ASSUME, NOR AUTHORIZE ANYONE TO ASSUME FOR US. ANY ADDITIONAL LIABILITY IN CONNECTION HEREWITH.

# WARRANTY REPAIRS AND WARRANTY CLAIMS Ħ

If any defect covered by this warranty is found, the owner nust do the following:

(i) contact the nearest Toyota dealer to arrange for repairs;

(ii) if outside Florida, Georgia, Alabama, North Carolina and South Carolina, please take your vehicle to any Toyota dealer and have them contact your selling dealer for instructions on repairing or replacing the defective part under warranty.

THE DEALERSHIP AND/OR THE VEHICLE OWNER MUST RECEIVE OUR PRIOR AUTHORIZATION BEFORE MAKING REPAIRS OR REPLACEMENT COVERED BY THIS WARRANTY. If you have any questions or concerns regarding repairs covered by this warranty. please contact your selling or scrvicing dealer, or if necessary you can contact us directly at 1-800-301-6859.

## IV. GENERAL

A. Scope of Protection

This warrancy describes the complete and exclusive rights that result from the purchase of a vehicle on which we have installed options or accessories. No oral representations or statements may be relived upon. This warranty may not be amended or modified, and additional rights may not be granted, unless in a written statement signed by one of our officers.

# B. Governing Law

This warranty shall be governed by the laws of the state where the vehicle is purchased, excluding laws concerning conflicts of law.

## C. Delegation

We may delegate the performance of our duties and obligations and assign our rights and benefits hereunder.

For inquiries regarding this warranty, we can be contacted directly at 1-800-301-6859. D. Inquiries

Attention: Customer Loyafiy Department Southeast Toyota Distributors, I.LC Deerfield Beach, Florida 33442 100 Jim Moran Boulevard

5083

CURLEY & CURLEY, P.C. ATTORNEYS AT LAW 27 SCHOOL STREET BOSTON MASSACHUSETTS 02108

> (617) 523-2990 FACSIMILE (617) 523-7602

> > **ROBERT A. CURLEY, RETIRED**

ROBERT A. CURLEY, JR. EUGENE F. NOWELL DAVID D. DOWD MARTIN J. ROONEY\* LISABETH RYAN KUNDERT STEPHEN J. GILL JONI KATZ MACKLER ROBERT S. BENEZRA\*\* EDWARD A. KENDALL, JR.

WRITER'S E-MAIL ADDRESS: RAC@curleylaw.com

\*ALSO MEMBER OF NEW HAMPSHIRE BAR \*\*ALSO MEMBER OF NEW YORK BAR

July 28, 2008

Angela K. Troccoli, Esquire Kimmel & Silverman, P.C. 45 Pond Street, Suite 202 Norwell, MA 02061

RE:

v. Toyota Motor Sales, U.S.A., Inc. Vehicle: 2007 Toyota Corolla Date of Purchase: 3/18/07 VIN# 1NXBR32E97Z

Dear Ms. Troccoli:

We represent Toyota Motor Sales, U.S.A., Inc. (TMS) and offer the following response to your letter of July 1, 2008 which you characterize as a demand under Mass. G. L. c. 93A.

Our investigation reveals the following:

- 1) On 3/18/07, purchased a 2007 Toyota Corolla Impulse from Atlanta Toyota in Duluth, Georgia.
- 2) registered the Corolla in Massachusetts on 1/3/08.
- 3) On 3/25/08, she had the Corolla towed to Atlantic Toyota/Scion in Lynn, MA because the check engine light was on and the vehicle was "bucking". She was provided with a rental car without charge. The transmission was replaced and the Corolla was ready on 3/28/08.

- 4) On 3/31/08 (mileage 14162) she brought the Corolla to Atlantic Toyota/Scion because the check engine light was on. A throttle body assembly was ordered which was installed on a separate visit on 4/3/08 (mileage 14165).
- 5) On 4/28/08 (mileage 15837) she brought the Corolla to Atlantic Toyota/Scion with a complaint that "rpm went all the way up". The vehicle was checked and nothing was wrong.
- 6) On 6/10/08 (mileage 17234) she brought the Corolla to Atlantic Toyota/Scion for an inspection by a TMS Field Technical Specialist. A test drive and diagnostic review failed to reveal any problem.
- 7) On 6/23/08 (mileage 17565) she brought the Corolla to Atlantic Toyota Scion because the engine shut off after starting. The engine control computer was replaced per TSB EG 042-07.

TMS is not aware of any present complaint with your client's Corolla which has not been repaired and your letter does not reveal any current problem with the Corolla.

You refer to the Massachusetts Lemon Law, Mass. G.L. c. 90 § 7N <sup>1</sup>/<sub>2</sub>, but that law is not applicable to your client's claims. The Corolla is outside the term of protection both in terms of time and mileage and there is no nonconformity that substantially impairs the use, market value or safety of the Corolla.

With respect to the contention that TMS has somehow violated Mass. G.L. c. 93A, your letter fails to meet the notice requirements of Mass. G. L. c. 93A §9 because it fails to provide any reasonable description of any conduct which could be considered an unfair or deceptive act or of any damage sustained by your client because of any such act. Any conduct in Georgia is not subject to Mass. G.L. c. 93A. More importantly, the facts affirmatively demonstrate that TMS and its dealer(s) have promptly and efficiently complied with the warranty obligations of TMS without cost to your client. TMS denies that it has acted unfairly or deceptively in any way.

TMS has complied with its warranty obligations and your client has no basis for relief pursuant to the Magnuson Moss Warranty Act.

The facts and the law reveal that your client is not entitled to any relief from TMS whether in the form of rescission, a replacement vehicle or any monetary payment. Consequently, TMS declines to make any offer of settlement.

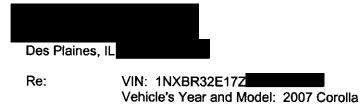
Very truly yours, CURLEY & CURLEY, P.C.

Robert A. Curley, Jr.

RAC,JR/og

### Letter To Customer 02-29-08 & Repair Orders

February 29, 2008



Dear

Toyota Motor Sales, U.S.A., Inc. ("TMS") received an email from you on 02/27/2008, seeking relief under the Illinois Lemon Law. Your request has been forwarded to me at our Chicago Regional office to ensure efficient handling and a prompt response.

We understand that you seek Lemon Law relief based on following concerns:

- 1. Engine No Start
- 2. Engine Engine Loses Power

If this is not an accurate description of your concerns, please contact us immediately.

We will also need to review the following information which you 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. A copy of the vehicle registration card.

Please send this information to the following address:

Toyota Chicago Regional Office 2350 Sequoia Dr. Aurora, IL 60506

In the meantime, we will compile our records on this matter. Depending on the underlying facts, we may want to conduct an inspection of your vehicle.

Because Toyota values retaining you as a customer, we would like to inform you that the National Center for Dispute Settlement (NCDS) program is available to you. 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 after our investigation is completed with hopes of amicably resolving this matter.

Sincerely,

Wendy Lutzow Dispute Resolution Administrator

cc: Kevin McDermott, District Service and Parts Manager Chris Albrecht, Field Technical Specialist

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## BREDEMANN TOYOTA-SCION IN PARK RIDGE 1301 W. DEMPSTER ST. PARK RIDGE, IL 60068 SHOWROOM (847) 698-3700 - FAX (847) 655-1669 VISIT OUR VIRTUAL SHOWROOM 24/7 AT www.bredemann.com

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PAGE 1 OF 1 SERVICE FILE COPY	ĮE	ND OF INVOICE ] 02	2:35pm	SATISFACT	ION

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	ollision Damage	
Undercoating Damage (ex	kplain in remarks)	-

TOYOTA VISIT OUR VIR	ANN TOYOTA-SCION V. Dempster St. Park I m (847) 698-3700 • Fax RTUAL SHOWROOM 24/7	<b>RIDGE, IL 60(</b> (847) 655-	068 1669	
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<b>TECHNICAL ASSISTANCE SYSTEM</b>
Pre-Call Worksheet

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## **Case Reports & Letter To Customer**

	Case Report - 200708011344
Customer/Caller Summary	<i>r</i> :
Customer Name/Address:	
Caller Phone: Caller Alt, Phone:	Inglewood, CA
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Case Summary:	
Case Title:	Arbitration Request; Recurring Condition; Engine- Powertrain; Stalls
Case Type: Contact Method:	Priority Phone
Cuat Attinude:	Concerned
Coding Type:	Complaint
Culegory: Problem Area:	Arbitration Request Recurring Condition
Companent:	Engine- Powertrain
Condition:	Stalls
VIN: Dotu:	2T1KR32E05C 05/10/2005
Current Miles:	36000
Incident Miles: Model Year:	22000 2005
Model Year: Model Namo:	2005 Matrix
Region:	Los Angeles
District: Dealer 1:	02 Marina Del Rey Toyota, 04315
Selling Dealer:	Marina Del Rey Toyota, 04315
Case History:	
Caller Seeks: CAC Stated:	replacement veh Pls see case notes.
	044-1 CREATED 00/01/2007 04:21:26 PM MSherri
*** PHONE LOG 08/01/20 ARB PREV CASE: 20070801132 Caller states: veh sta	007 04:21:35 PM MSherri 28 & 200706281384 11ed while she was driving. Dir rpr'd cond under warr. The veh stalled again. She
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Activity	Summary:
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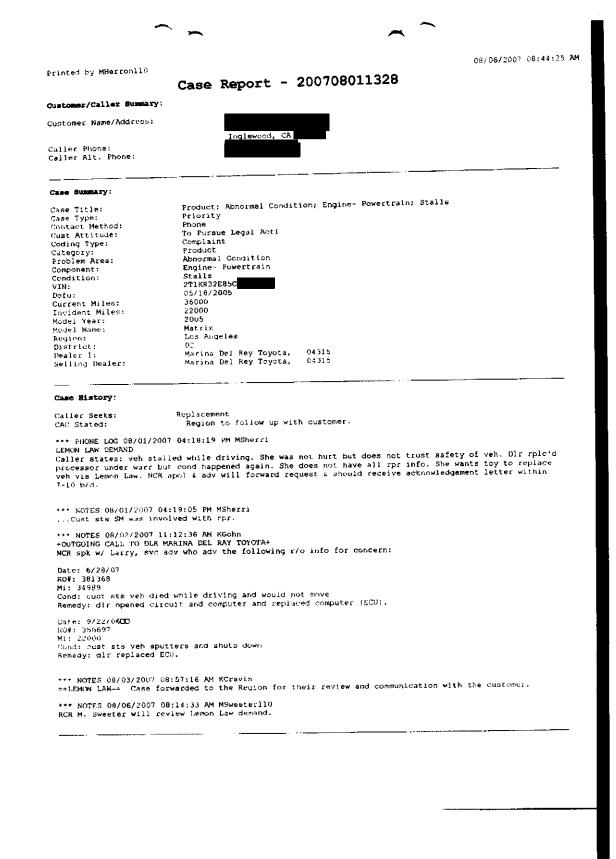
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Activity	Date/Time		Orig	inator i	Additional Information
Subcase Close	08/06/2007	08:18:24	AM	MSherri	Number - 200708011344-1, Status = Action CAC, Resolution Code = Full
Rule Action	08/02/2007	03:12:49	PM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Case Close	08/02/2007	03:12:38	£M	MSweeter11	
Accept	08/02/2007	03:12:15	PM	MSweeterll	
Rule Action	08/02/2007			culemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	08/02/2007	11:13:01	AM	KGohn	Log notes.
Rule Action	08/02/2007	09:02:41	АМ	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	08/02/2007	09:02:38	AM	ECastaneda	Log notes.
Dispatch	08/01/2007	04:21:36	PM	MShecci	Action Region to Los Angeles
Chg Status	08/01/2007	04:21:36	PM	MSherri	Case sent to region: Los Angeles
Modify	08/01/2007	04:21:35	PM	MSherri	into WIP default and Status of Action CAC.
Phone Log	08/01/2007	04:21:35	PM	MSherri	<pre>Start = 08/01/2007 04:01:48 PM, End = 08/01/2007 04:21:35 PM, Contact =</pre>
Admin Sobcase	08/01/2007	04:21:26	PM	MSherri	Number = $200708011344-1$ , Created in WIP default with due date $08/02/2007 + 08:21:13$ PM
Create	08/01/2007	04:01:48	FM	MSherri	Contact * Priority = Customer, Status = Action CAC.



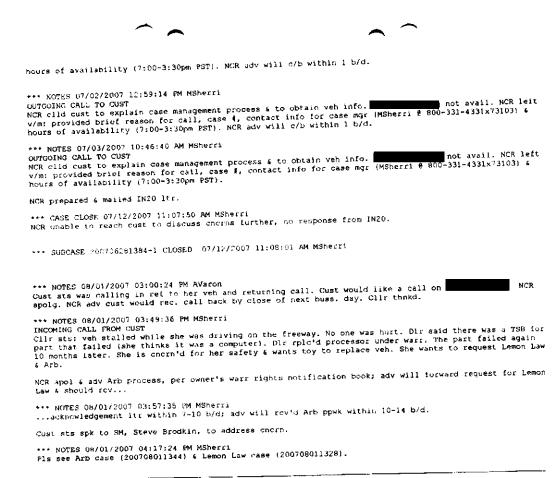
### Activity Summary:

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Originator Additional Information

Activity	Date/Time	Originator	Additional Information
Rule Action	08/06/2007 08:14:43	AM rulemgr	Action Send Notlfy of rule Toyota Priority/Accident Non Orig Notes fired
Notes Accept Chg Status Modify Dispatch Notes Accept Notes Notes Rule Action	08/06/2007 08:14:33 09/06/2007 08:14:16 08/03/2007 08:58:44 08/03/2007 08:58:33 08/03/2007 08:58:33 08/03/2007 08:56:33 08/03/2007 08:56:3 08/02/2007 11:12:33 08/01/2007 04:18:3	5 AM MSweeterl D AM KCravin B AM KCravin B AM KCravin 6 AM KCravin 7 AM KCravin 6 AM KGohn 5 PM MSherri	
Dispatch Modify Phone Log Modify Create	08/01/2007 04:16:2 08/01/2007 04:18:1 08/01/2007 04:18:1 08/01/2007 04:18:1 08/01/2007 04:18:1	9 PM MSherri 9 PM MSherri 7 PM MSherri	from WIP default to Queue Toyota Lemon Law Queue. into WIP default and Status of Action CAC. Start = 08/01/2007 03:32:13 PM, End = 08/01/2007 04:18:19 PM, Contact = 100 PM, End = 08/01/2007 into WIP default and Status of Action CAC. Contact = Priority = Customer, Status = Action CAC.

08/06/2007 09:05:17 AM Printed by MHerron110 Case Report - 200706281384 Customer/Caller Summary: Customer Name/Address: Inglewood, CA Caller Phone: Caller Alt. Phone: Case Summary: Potential Arbitration: Recurring Condition; Engine Immobilizor System; ECU Case Title: Must Priority Case Type: Phone Frustrated Contact Method: Cust Attitude: Complaint Coding Type: Potential Arbitration Category: Problem Area: Recurring Condition Engine Immobilizer System ECU Must Be Replaced 2T1KR3/R85C Component: Condition: VIN: Dotu: 34000 34000 Current Miles: Incident Miles: 2005 Model Year: Model Name: Matrix Los Angeles 02 Region: District: Marina Del Rey Toyota, Marina Del Rey Toyota, D4315 Dealer 1: 04315 Selling Dealer: Case History: debating b/w rpr 6 new voh NCR unable to reach cust to discuss cherns further, no response from IN20. Caller Seeks: CAC Stated: \*\*\* PHONE LOG 06/28/2007 05:19:57 PM KRoss \*\*Potential Arb\*\* Cllr sta very unhappy with veh. Sts today was driving on freeway going 55 mph veh diod. Sts had to sit on the side of freeway & wait for a tow truck w/ kids. Sts the same thing happen 1 year ago. Sts the SCM had to be rplcd in Oct 2006. Sts dir adv there's a bulletin on veh regarding ECM . Sts had veh towed to dir today, sts dir adv the same concern, adv FCM Computer needs to be rplcd. Sts fis she has a lemon. Sts this veh is too dangerous for her to.. \*\*\* NOTES 06/28/2007 05:19:58 PM KRoss ...drive her kids around in. Sts fls Toy should give her a new veh. NCR apol 6 adv of Arb process, adv will open to a CM, adv case#, 6 c/b in 1 b/d. \*\*\* SUBCASE 200706281384-1 CREATED 06/29/2007 07:30:35 AM MSherri \*\*\* NOTES 06/29/2007 08:03:09 AM MSherri OUTGOING CALL TO DIR-Marina Del Rey Svc advisor, Larry, provided the following rpr info: R0: 381368, ntd - 6/28/07 & 34,989 mi Cond: cust sts veh would not move when she put veh in drive but the engine was running. Remedy: veh towed to dir b/c trans went out. Dir found TSB (no details avail on ro) for cond & performed render. rpr. Ro: 356697, dtd 9/22/06 0 22k mi Cond: veh wont run, engine sputtering and shuts down Remedy: dlr rplc2d computer, per TSB (no details on ro). \*\*\* NOTES 06/29/2007 01:23:43 PM MSherri
OUTGDING CALL TO CUST
NCR clid cust to explain case management process & to obtain veh info. Marsha Downing not avail. NCR left
NCR clid cust to explain case management process & to obtain veh info. Marsha Downing not avail. NCR left
v/m: provided brief reason for call, case #, contact info for case mgr (MSherri # 800-331-4331x73103) &



### Activity Summary:

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Activity	Date/Time	Originator	Additional Information
Notes Notes Rule Action	08/01/2007 04:17:24 08/01/2007 03:57:34 08/01/2007 03:49:30 08/01/2007 03:00:25 08/01/2007 03:00:25 07/12/2007 11:08:0	PM _MSherri 5 PM _MSherci 5 PM _rulemgr 1 PM _AVaron	Log notes. Log notes. Log notes. Action Send Notify of rule Toyota Priority/Accident. Non Orig Notes fired Log notes. Number - 200706281384-1, Status - Action CAC, Resolution, Code = Full.
Case Close	07/12/2007 11:07:5		Status - Closed, Resolution Code = Full, State = Open. into WIP default and Status of Action CAC.
Modify Notes Notes Notes Notes Admin Subcase	07/12/2007 11:07:3 07/03/2007 10:46:4 07/02/2007 12:59:1 06/29/2007 01:23:4 06/29/2007 08:03:0 06/29/2007 07:30:3	0 AM MSherri 4 PM MSherri 3 PM MSherri 9 AM MSherri	Log notes. Log notes. Log notes. Log notes. Log notes. Mummer = 200706281384-1. Created in WIP default
Modity	06/29/2007 07:29:5 06/29/2007 07:29:5 06/29/2007 07:29:0 06/28/2007 05:23:5 06/28/2007 05:23:5 06/28/2007 05:19:5 06/28/2007 05:19:5	3 AM MSherri 0 AM MSherri 5 AM MSherri 4 PM KRoss 8 PM KRoss 7 PM KRoss	Whith due date 06/29/2007 08:30:30 PM into WIP default and Status of Action CAC. Set Originator: by MSherii from Queue Toyota Resolution Queue to WIP default. from WIP default to Queue Toyota Resolution Queue. into WIP default and Status of Action CAC. into WIP default and Status of Action CAC. Start = 06/28/2007 04:59:35 PM, End = 06/28/2007 Ob:19:57 CM, Contact =

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Notes 06/28/2 Create 06/28/2

06/28/2007 05:19:57 PM KRoss 06/28/2007 04:59:35 PM KRoss Log notes. Contact - Customer, Status - Action CAC.



August 6, 2007

Los Angeles Regidnal Office 2 Banting Irvine, CA 92618-3602 949 727-2700 949 727-2810 Fax

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Ň	<u>ia U.S. Mail</u>	
lr	glewood, C/	
F	e: VIN: 2T1KR32E85C- 2005 Matrix	
C	ea	

Toyota Motor Sales, U.S.A., Inc. ("TMS") is in receipt of your correspondence wherein you are seeking relief under California's Lemon Law. This letter has been forwarded to me at the LA Region to ensure efficient handling and a prompt response.

We understand that you seek Lemon Law relief based on the following:

1. Stalling

If this is not an accurate description of your concerns, please contact us immediately.

In order for us to properly evaluate your claim, we will need to review the following information which you 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;
- 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 Motor Sales 2 Banting Irvine, CA 92618 Attn: Maggie Sweeter

In the interim, we will compile our records on this matter and as appropriate, we may request to inspect your vehicle. Also, because we value retaining you as a customer, we would like to inform you that The National Center for Dispute Resolution (NCDS) arbitration services are available to you. 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.

Sincerely,

Maggie Sweeter Customer Relations

# Attorney Letter 06-13-07, Case Report, Letter to Attorney 06-25-07, Letter to Attorney 09-18-07 & Repair Orders from Toyota of Orange

)RMAN

NORMAN F. TAYLOR STEPHANIE R. TATAR C. GRAYDON SCHLICHTER III TAREK H. ZOHDY

425 WEST BROADWAY SUITE 220 GLENDALE, CA 91204 TEL (818) 244-3905 FAX (818) 244-6052 www.normantaylor.com

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June 13, 2007

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

Re:	vs. Toyota Motor Sales U.S.A., 1c., et al	<u>.</u>
Vehicle:	20 <u>06 Toyota</u> Corolla	
Vin:	6Z	

Dear Toyota Motor Sales, U.S.A., Inc.:

Please be advised that Norman Taylor & Associates represents he interests of concerning their 2006 Toyota Corolla. In a cordance with the Song-Beverly Consumer Warranty Act, California Civil Code Sec on 1790 et seq., and in accordance with Civ. Code § 1794(e), hereby request that you comply with Civ. Code § 1793.2(d)(2), based on the following facts:

- 1. The vehicle was purchased new on July 15, 2006 from Toyota of C ange, Inc. in the city of Orange, California. The vehicle came with a warranty at defined in the Act.
- 2. The vehicle is not fit for the ordinary purposes for which it was sold and has exhibited substantial nonconformities that have required repeated v arranty repairs. The nonconformities include but are not necessarily limite to:
  - Defective Brakes/Brake Control Systems: When applying the brakes, • sometimes the car will start rolling and then stop again. Alsc sometimes the brakes do not respond to sudden application. This problem repeated over and over. Each time the repair facility asserted that not ing was wrong, that the vehicle was operating normally. It is worth nuing that the same assessment was made about other serious defects, in aluding the vehicle stalling, was also judged to be nothing wrong, and that the vehicle was operating normally. This very serious defect may cause leath or and the passengers. grave bodily injury to Four (4) attempts were made to repair this problem to not it. CEIVED

JUN 20 2007

Custor er Resolution Group

vs. Toyota Motor Sales U.S.A., Inc., et al.

June 13, 2007

3. A reasonable opportunity to repair these non-conformities has taken | ace either directly or through agents. These nonconformities substantially impain the use, value and safety of this vehicle to **Example 1** This vehicle is presumed to be defective according to the Act by virtue of four () attempts for the same nonconformity within 18 months or 18,000 miles.

Our clients are entitled to full restitution, to date, as follows:

Actual Damages to Date

1.	Amount Paid & Payable	\$19	,225.60
2.	DMV Registration	\$	152.00
3.	Car Rental Expense	\$	TBD
	Towing Expense	\$	TBD
	Repair Expense	\$	TBD
	Add-on Expense	\$	TBD
	tal Actual Damages	\$19	9,377.60

Our clients are further entitled to a civil penalty, which is twice the am unt of actual damages.

Civil Penalty......\$38,755.2

Accordingly, at trial, the damages sought will be in the amount of \$58,132.80

In addition, our clients are entitled to attorney fees, costs, and expenses as provided in the statute. However, in the spirit of compromise and in the interest of set ement, the hereby make an offer to settle for <u>\$19,377.60</u> for ac i al damages, not including additional expenses noted above, which will be determined at the of settlement, <u>plus</u> \$3,000.00 in attorney's fees, costs, and expenses. The vehicle will be returned to Toyota of Orange, Inc. or Toyota Motor Sales, U.S.A., Inc.

Once you have made the opportunity to review this matter, please ad se us as to whether you wish to discuss settlement or defend. Please respond to this se :lement demand no later than 30 days from the above date. Please do not communicate directly with our clients with regard to this matter and forward all communications to this office.

Very truly yours,

NORMAN TAYLOR & ASSOCIATES A Professional Law Corporation

Norman F. Taylor 1th

NFT: vg Enclosures:

Purchase Agreement Dept. of Motor Vehicle Registration Repair Orders

Cc:

Page 2

NORMAN TAYLOR

NORMAN F. TAYLOR STEPHANIE R. TATAR C. GRAYDON SCHLICHTER III TAREK H. ZOHDY 425 WEST BROADWAY SUITE 220 GLENDALE, CA 91204 TEL (818) 244-505 FAX (818) 244-5052 NWW.DOMMANTBYIOL.COM

يحترك لأخذت البورجان

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<u>June 13, 2007</u>

## NOTICE OF LIEN

Re: vs. Toyota Motor Sales U.S.A., II :.. et al.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Norman Taylor & Associates gives notice of a contractual lien for attorney fees against ANY recovery in this action by plaintiff. Pursuant to California law, this lien is a priority lien.

This Notice of Lien is filed pursuant to Hansen vs. Jacobsen (1986) 186 Cal. App. Ed 350, 356-357, which provides that filing a Notice of Lien in a pen ing action is a proper method to give notice of the lien to all parties and their attorneys.

Any party or attorney for that party who, with knowledge of the lier (whether filed or not), distributes any funds to Plaintiff without first satisfying this lier may be held personally liable under theories including common counts, conversi n, breach of fiduciary duty, etc. for the amount due under the lien pursuant to Siciliant vs. Fireman's Fund Insurance Co, (1976) 62 Cal. App. 3d 745, 750-751, Kaiser Fou dation Health Plan, Inc. vs. Aguiluz (1996) 47 Cal. App. 4<sup>th</sup> 302, and Miller vs. Rau (1 63) 216, Cal. App. 2d 68.

Very Truly yours,

Norman Taylor & Associal Is A Professional Law Corpo ation

Morman F. Taylor, Esc

NFT:vg

Printed by KBoyd110

07/03/2007 10:21:50 AM

## Case Report - 200706210652

Customer/Caller Summary:

Customer Name/Address:

Caller Phone: Caller Alt. Phone:

#### Case Summary:

Product; Abnormal Condition; Brake System; Other-Please Specify Case Title: Priority Case Type: Contact Method: Written To Pursue Legal Acti Cust Attitude: Complaint Coding Type: Product Category: Abnormal Condition Problem Area: Brake System Other-Please Specify Component: Condition: 1NXBR32E36Z VIN: 07/15/2006 Dofu: Current Miles: 0 0 Incident Miles: Model Year: 2006 Corolla Model Name: Los Angeles Region: 04 District: Toyota Of Glendale, 04649 Dealer 1: Toyota Of Orange, Inc., 04247 Selling Dealer:

#### Case History:

Caller Seeks: Repurchase CAC Stated: Region to follow up wth Atty.

\*\*\* PHONE LOG 06/21/2007 10:34:22 AM KCravin =LEMON LAW== Ltr. rec'd from Atty. Norman Taylor (Norman Taylor & Associates). Atty. sts. the cust. is seeking a repurchase due to issues with the veh. brakes. Atty. sts. teh veh. has ben to the dlr. for repair at least 4x.

\*\*\* NOTES 06/21/2007 10:35:38 AM KCravin
Attorney Information:
Norman Taylor & Associates
425 West Broadway, Suite 220
Glendale CA 91204
818-244-3905 Phone
818-244-6052 Fax
www.normantaylor.com

\*\*\* NOTES 06/25/2007 10:36:26 AM MSweeter110 RCR K. Boyd will review Lemon Law demand.

#### Activity Summary:

Additional Information Activity Date/Time Originator Action Send Notify of rule Toyota Priority/Accident Rule Action 06/25/2007 10:36:30 AM rulemgr Non Orig Notes fired 06/25/2007 10:36:26 AM MSweeter110 Log notes. Notes from Queue Los Angeles to WIP default. 06/25/2007 10:36:01 AM 06/21/2007 10:35:55 AM MSweeter110 Accept Action Region to Los Angeles KCravin Dispatch Case sent to region: Los Angeles 06/21/2007 10:35:55 AM 06/21/2007 10:35:38 AM Chg Status KCravin Log notes. KCravin Notes Start = 06/21/2007 10:23:35 AM, End = 06/21/2007 06/21/2007 10:34:22 AM Phone Log KCravin 10:34:22 AM, Contact = Priority = Lemon Law, Contact = Create 06/21/2007 10:23:35 AM KCravin Status = Action CAC.





Los Angeles Regional Office 2 Banting Irvine, CA 92618-3602 949 727-2700 949 727-2810 Fax

July 25, 2007

Mr. Norman F. Taylor, Esq. Norman & Taylor Associates 425 West Broadway, Suite 220 Glendale, CA 91204

Re:

2006 Corolla

Dear Mr. Taylor:

Toyota Motor Sales, U.S.A., Inc. ("TMS") is in receipt of your correspondence, wherein you are seeking relief under California's Lemon Law on behalf of **Sector 1** This letter has been forwarded to me at the Los Angeles Region to ensure efficient handling and a prompt response.

We understand that the seeks Lemon Law relief based on the following:

- 1. Brakes
- 2.

If this is not an accurate description of your client's concerns, please 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;
- 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;
- 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;
- 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 Motor Sales Los Angeles Region 2 Banting Irvine, CA 92618 ATTN: Kathleen Boyd

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.

Sincerely,

Katrilen Boyr

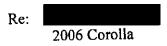
Kathleen Boyd Customer Relations Specialist (949) 727-2708



Los Angeles Regional Office 2 Banting trvine, CA 92618-3602 949 727-2700 949 727-2810 Fax

September 18, 2007

Mr. Norman F. Taylor, Esq. Norman & Taylor Associates 425 West Broadway, Suite 220 Glendale, CA 91204



Dear Mr. Taylor:

Thank you for providing us with the opportunity to evaluate the Lemon Law claim of Specifically, second reported the following concerns to us:

1. Brakes

In order to investigate concerns, we did the following:

- 1. Reviewed the Toyota warranty history for the subject vehicle;
- Reviewed the repair orders from all Toyota authorized repair facilities;
- 3. Reviewed the documentation you sent us.

Toyota was unable to duplicate the customer's concern; therefore we offered your client an inspection of the vehicle at an authorized Toyota dealership in which you declined. Therefore, we cannot offer you any assistance at this time.

Although we do not wish to suggest any particular course of action, we would like to reintroduce the National Center for Dispute Settlement (NCDS). Again, 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. If you would like more information, please contact the Toyota National Customer Assistance Center at 1-800-331-4331.

Sincerely,

monica Herro\_

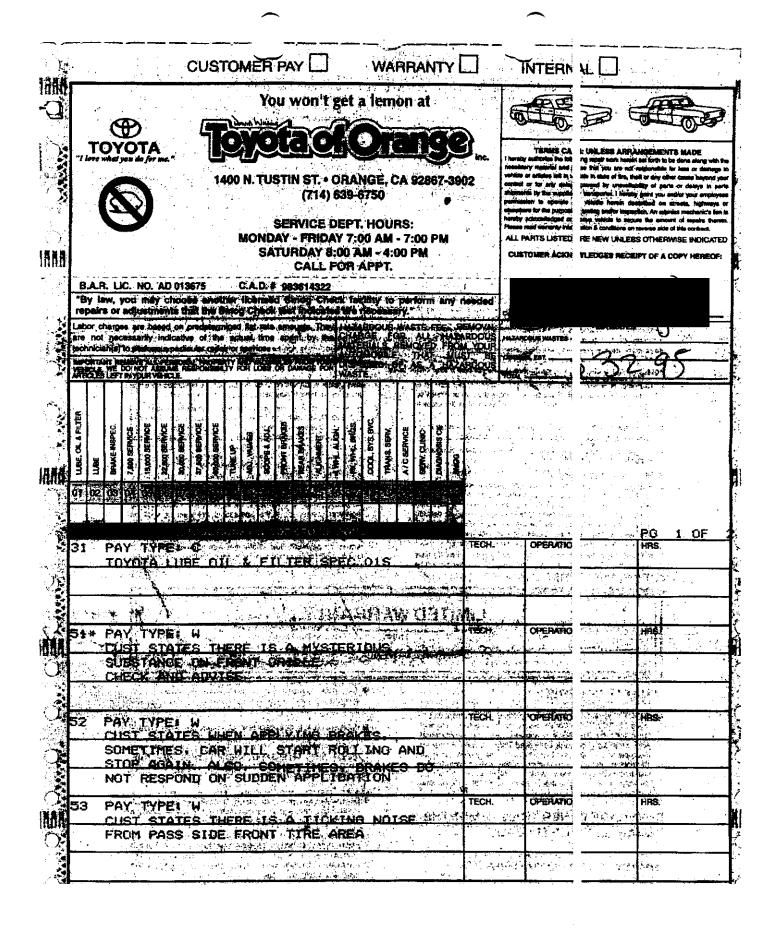
Monica Herron Customer Relations Supervisor

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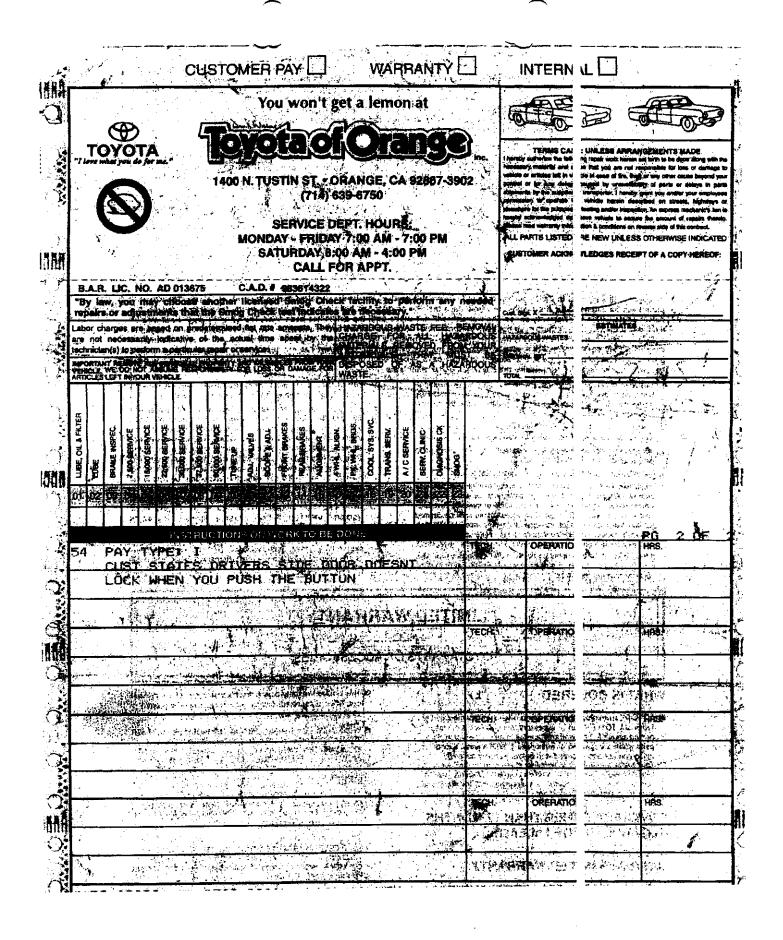
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434283552881 OYOTA UF ORANGE INC 1400 NORTH TUSTIN ORANGE CA 92867 714-639-6750

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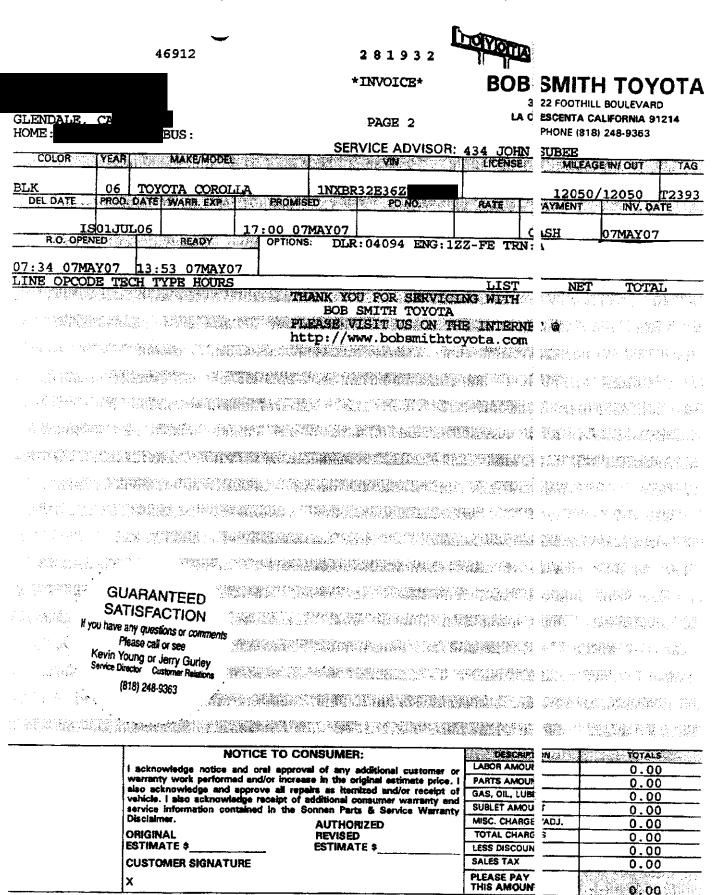
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REVISED ESTIMATE (3)	
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# Sannary Repair Orders

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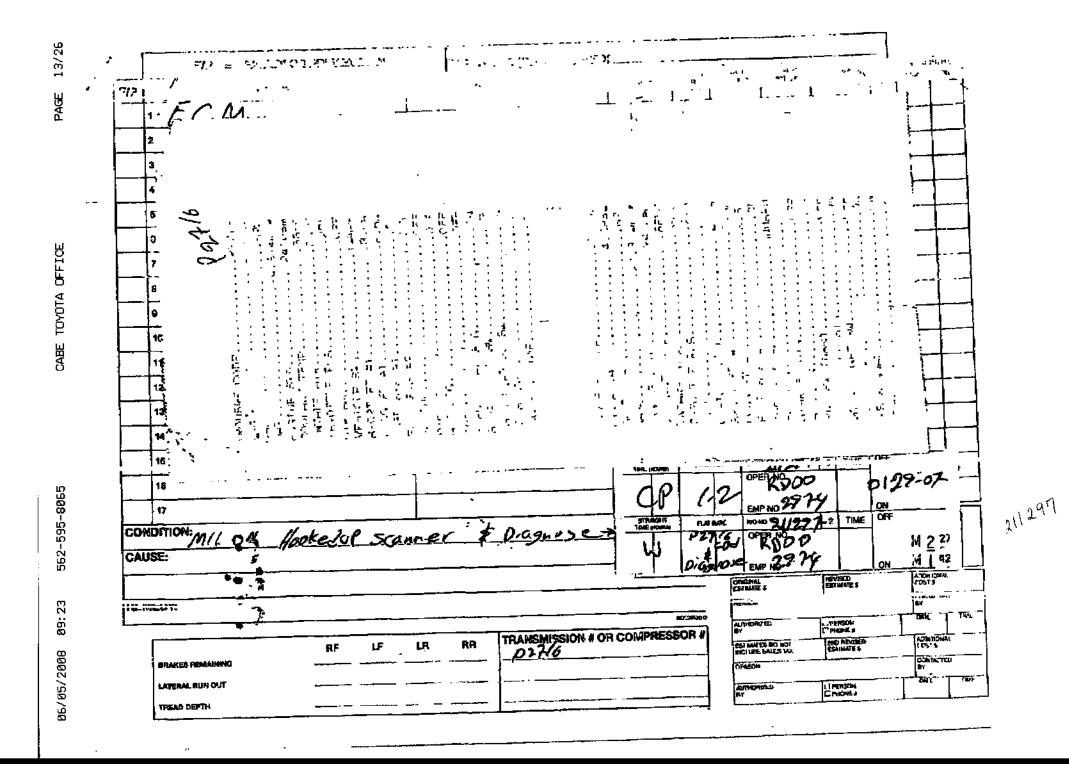
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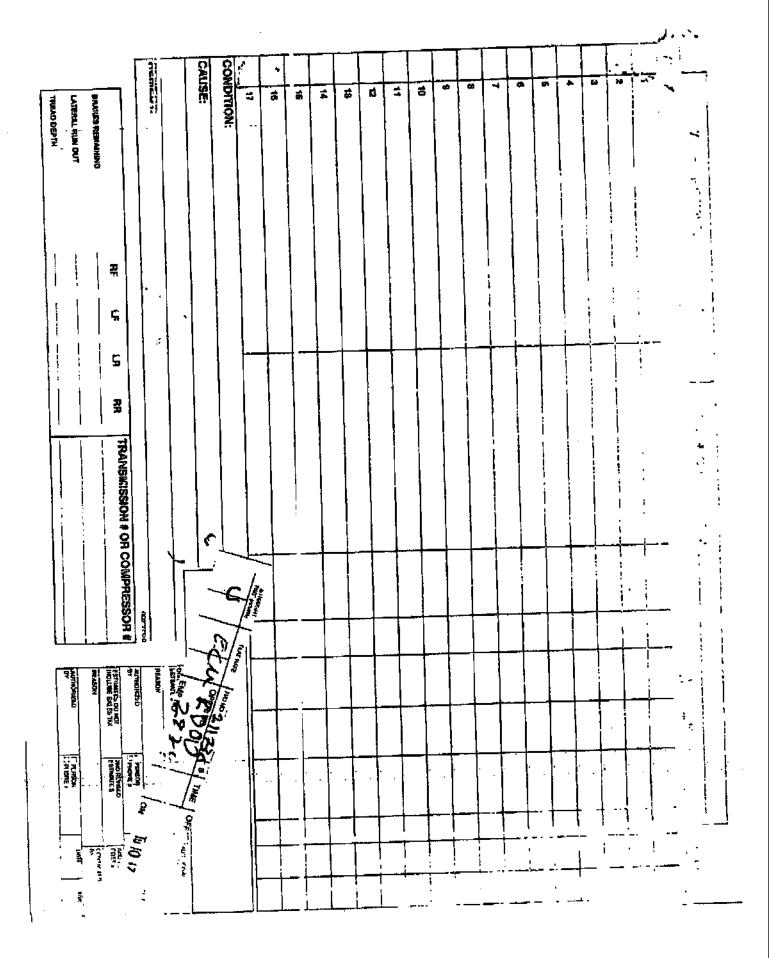


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CABE TOYOTA OFFICE

RENTAL AGREEMENT

PAGE 2

### AUTHORIZED S (STEM MEMBER

TOYOTA Rent a Car

- We, the Destership identified in page 1 handly rent ig you, the Cur iomer identified on Page 1, the Vehicle described, subject to all the terms and promisions of this Agreement. We, the Destership identified in page 1 handly rent ig you, the Cur iomer identified on Page 1, the Vehicle described, subject to all the terms and promisions of this Agreement. Drivers, Unless otherwise 1) ovided by law, you'agree that 1 is Vehicle shall be used, operated or driven only by (a) you, (b) any person who is expressly listed on Page 1 hereof, (c) any q, while the terms at least 1 years of age who is either your spouse of your employer or co-worker (if anglaged a a business activity with you), or (d) any terson who operates the Vehicle in an emergency or while parking at a commercial establishment. By signing this agreement, you activity with you, or (d) any terson who operates the Vehicle in an emergency or while parking at a commercial establishment. By signing this agreement, you activity with you undul stand the limitation to the use if the Vehicle to authorized drivers as provided in this paragraph 1.
- Probibited Use. You acknowledge and agree that the Vehicle schall NOT be used (a) by any person not specified in paragraph 1 above. (b) wherein damage or loss is caused intentionally, willfully, waitonly, or recidessity. (c) while under the influence of drugs or alcohol in violation of State law. (d) to push anything. (e) in off-road use (use on any rised or other area that is not han surfaced and regularly maintained) without our vertice permission. (f) to carry persons or property in off-road use (use on any rised or other area that is not han surfaced and regularly maintained) without our vertice permission. (f) to carry persons or property for hire, (g) in connection with conduct that could be prope by charged as a felony, or for any purpose that could properly be charged as a crant, such as the integal transportation of persons or used and regularly maintaine to us or who provided false information and we would not have rented the United States, Alaska, or Git is also, (b) a driver who provide i fraudulent information to us or who provided false information and we would not have rented the Vehicle (excluding vi) at parking).

## IN NI. EVENT SHALL YOU SUBRENT OR RELEASE THE VEHICLE TO ANOTHER PERSON OR CORPORATION. The foregoing conditions are cumulative and each of them shall apply to every use, operation or driving of the Vehicle.

- 3 Return of Vehicle. This Agreement is one of rankal only. The Vehicle is 0 is property and shall be returned to our address or at a place we designable and of the date shown on Page 1, or earlier if domanded, together with all tress, i will, accessories and equiportent at the same condition as when received, ordinary wear and tear excepted. Finance to return the Vehicle to the place and on the Bate as set forth in this Agreement with immune your agrees to osy all expensions to use the Vehicle is returned to use the vehicle as returned to use the vehicle as the vehicle as tertained when received, without demand, wherever found and terminate this Rotal Agreement, if the Vehicle is the place with vehicle and on the Wei received, or any place other than thet listed herein, you agrees to osy all expenses we mount to have as set forth in this Agreement with immune your agrees to use the vehicle as tertained the vehicle and on the Bate the Vehicle and on the Vehicle and on the Vehicle and on the Vehicle and terminate this Rotal Agreement with expenses in a place and on the Vehicle and terminate this Rotal Agreement with a minute you agrees to use the vehicle and vehicle as the vehicle, without demand, wherever found and terminate this Rotal Agreement, we obtained as the next of any present or thanks, or is apparently abondoned. We shall not in any way be vable to you for damages resulting parked, is used in voltation with the last of armage to any of your property contained in the vehicle.
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Amounts Due Us. You shall pay L i no demand each of the following (a) At boxe and mukage charge at computed on Page 1 of this Agreement with reviewage determined by reading the Valuate odometer. You shall NDT detach the odometer and shall pay for its repair to replayement if any said has been broken, along with a mileage charge equivalent to the average charge developed from our odometer. You shall NDT detach the odometer and shall pay for its repair to replayement if any said has been broken, along with a mileage charge equivalent to the average charge developed from our expensive (b) Beend or minanum ste, service, and other charges along in Page 1 hereof (n) Refressing charge if the Vehicle is returned with less fuel than when emile hereof, the rate does not include it al (d) All sales, use, express of charge is not replayed on Page 1 hereof, as reimbursement for takes peet by us. You are responsible for nucl, exempts, and road use hereof, the rate does not include it al (d) All sales, use, express of charge is not not in the rate of the Vehicle is returned with the vehicle of response to the intervention of the take of a second and the exempt of the take of the take of the vehicle is the intervention of the take of take of the take of take of the take of take of take of take of the take of hereof, the rate does not include t all (d) All sales, uso, excise, or other 1 xis charged on Page 1 hereof, as nembursament for taxes peoply us. You are responsible for rule, wenth, and road use permits (e) All tries, penalties, to 1 stores, could cash and expendence including reasonable attries to your use of the Value including parking, Iraffic, or other vicialions assessed againet us, the permits (e) All tries, penalties, to 1 stores, could cash and expendence including reasonable attries to your use of the Value including parking, Iraffic, or other vicial one assessed againet us, the permits (e) All tries, penalties, to 1 stores, could cash and expendence including reasonable attries to your use of the Values including parking, Iraffic, or other vicial one attriat whether or not does the Value of the Value are real. Distributed by law, our costs : indicating attribute attries or damage to the Values of the Value of the Value of the Value of an automobile physic all damage insurance policy up to lease or the MACINITIA attributed by law, our costs and expenses insured to your face and paid for the Comprehensite/Configure of the taxies insured under the taxies of the taxies of the taxies of the taxies of the value of the Value of the time of i ental. This amount will not be due it you have accepted and paid for the Comprehension/Configure Damage Walver provided with the terms and provinces of the Agreement, MOTE: EXCEPT AS for on Page 1 of this Agreement at the time of rental and have otherwise complied with the terms and provinces of this Agreement, MOTE: EXCEPT AS for on Page 1 of this Agreement at the time of rental and have otherwise complied with the terms and provinces of the Agreement, MOTE: EXCEPT AS for on Page 1 of this Agreement at the time of rental and have otherwise complied with the terms and provinces of the Agreement, MOTE: EXCEPT AS for on Page 1 of this Agreement at the time of rental and have otherwise complied with the terms and provinces of the Agreement, MOTE: EXCEPT AS for on Page 1 of

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- 7 No Agency Nother you not any t the driver of the Vahicle shaft be or is c remain to be our agent, servant, or employee for any reason or for any purpose. During the term of this Agreement, you shall completely assume tuil respondule. Ity for the Vehicle to the public and any regulatory body having presidence.
- Repairs You shall not permit any repairs to the Vehicle of suffer any hen to be placed upon it without our consent. You shall be hable for any such repairs
- Accedents: You shall immediate preport any accedent to us and deliver to us, or it we request, to our insume, every process, planding, notice, or paper of any kind received by you or any driver of the Vehicle retaining to any claim, such or proceeding connected with any addition or event involving the Vehicle. Nother you not any driver of the Vehicle shall ad or event the secarition of any such claim, suff, or proceeding and shall occupied to us and our insurer man estigating and defending the same
- 10 Creater Changes in the event yes area as to bill changes bernander to a status person or organization, such person or organization and you shell be jointly and severally lable for all such changes TO THE EXTENT PERMITTED B'T JAW, YOU EXPRESSILY AUTHORAZE IS TO PROCESS A CREDIT GARD VOUCHER, & ANY, IN YOUR NAME FOR CHARGES MADE NEREUNDER.
- Severability if any provision of L is Agreement is held as a carter of les to be insertion cable, the remainder of this Agreement shall be enforceable without such provision. Terms of the Agreement that conflict with the statutes of L is date in which the Agreement is not and the hermby amended to conform to such statutes.

PAGE 2

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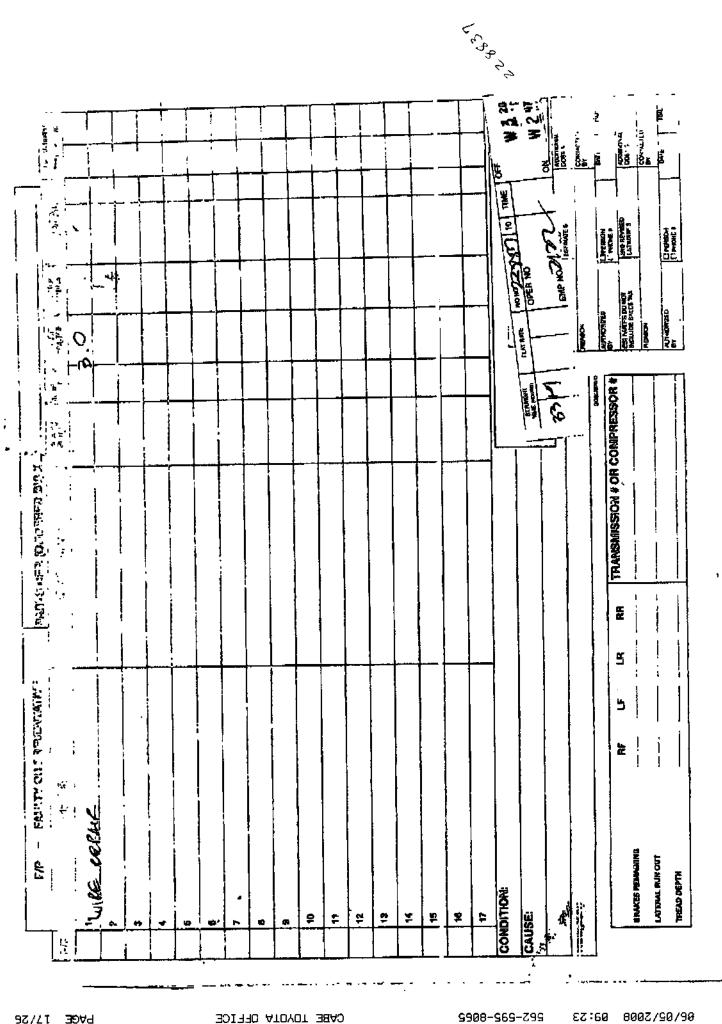
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	Please use th	odule or a le followi i	g procedure to repair	the vehicle.		•		
Applicable Vehicles	Please use th	edule or a le followin 197 mode Ingine a	FOM (BAE terms ) out	the vehicle. atrix (2WD) ve	ehicles on Cha	equipped with thinge Effective VII	ne	
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ASE Toyota Suri ons ASE Certification

September 20, 2007

M.I.L. "ON" DTC P0601/1 0606/P0607 OR ENGINE NO START" CONDITION - EG042-07 Revised

Parts Information

		RE	VIOUS PART NUME	JER	CURRENT PART NUMBER	PARTNAME	QTY
MOI EL	TRANS	2005 MY	2006 MY	2007 MY			1
	<b> </b>	89681-02C )#	89861-02C9#	89661-02K10	89661-02K11		
Conilla	1		89861-0200#	89661-02K20	89661-02K21	Computer,	<u> </u>
	AT	89661-02C I#	89661-02D4#	89661-02K30	89661-02K31	Engine	
	]~'	69661-011 ?#		89661-02K40	89661-02K41	(ECM/PCM)	
Marix	ł	89661-0113#	89661-0205#	89001-0211-0			
			89661-02D1#	89661-02K50	89661-02K51		
Corolla & Mutrix	M/T	89661-0ZC 4#		·	. <u> </u>		

Required Tools & Equipment

		PART NUMBER	QTY	DRW**
REQUIRED QUIPMENT		TSUNT	1	N/A
or later is required. Dkj tal Battery System Analy: er* NCI TE: • All components from this kil set are required.		00002-V8150-KIT	1	19
<ul> <li>I; scential SSTs.</li> <li>rawer number in SST Stora ge System.</li> </ul>	<u>.</u>			
Additional Techstream units may	/ be ordered by	calling Approved De	aler '	

Equipment (ADE) at 1-800-368-6787. The Toyota Diagnosti : Tester and CAN Interface Module may also be used to perform the service procedures listed in this bulletin.

If the vehicle is currently exhibiting a "no start" condition, refer to the Technical Information System (TIS) for the diagnostic procedure. Inspection Procedure A

- 2005 model year Cor illa or Matrix Repair Manual: Engine/Hybrid System Engine Control - "SFI Syster 1 (1ZZ-FE): Basic Inspection".
- 2006 or 2007 model year Corolla or Matrix Repair Manual: Engine/Hybrid System -Engine Control - "12 -FE Engine Control System: SFI System: Basic Inspection". •

When the "no start" or nolition is related to the ECM (PCM) issue, there will be NO spark or injector pulse during cranking. Also, TIS Techstream may fail to initialize with the engine ECM (PCM)

Page 2 of 3

September 20, 2007 M.I.L. "ON" DTC P0I 01/P0506/P0507 OR ENG NE "NO START" CONDITION - EG042-07 Revised

If the vehicle is currently exhibiting a M.I.L. "ON" with DTC P0601, P0608, and/or P0607 set with the ECM (PCN) in fail-safe mode, refer to TIS: Inspection Procedure B

- 2005 model year Corolla or Matrix Repair Manual, Engine/Hybrid System Engine Control - "SFI Syst am (1ZZ-FE): P0601, P0604, P0606, P0607, P0657 Actuator Supply Voitage Cin uit/open"
- 2006 or 2007 model year Corolla or Matrix Repair Manual, Engine/Hybrid System -Engine Control - \*: ZZ-FE Engine Control System: SFI System: P0601: Internal Control Module Me nory Check Sum Error"
- 2006 or 2007 model year Corolla or Matrix Repair Manual, Engine/Hybrid System -Engine Control - ": ZZ-FE Engine Control System: SFI System: P0606: ECM / PCM Processor"
- ▶ 2006 or 2007 model year Corolla or Matrix Repair Manual, Engine/Hybrid System --Engine Control - \* ZZ-FE Engine Control System: SFI System: P0607: Control Module Performan :e\*

### NOTE:

Prior to condemning the ECM (PCM), confirm NO problems exist with the following circuits/components

- Tall and stop light bulb operation.
- Secure connection at connector R9 (Rear Combination Light LH).
- · Secure connection at connector R11 (Rear Combination Light RH).
- Improper Installation and/or operation of a traller towing wire harness kit.
- Sensor operation and circuit integrity for all 5V reference circuits: VC, IGF, THA, THY , VTA1, VTA2, VPA1, VPA2, VCPA, VCP2, PPMP

If a problem is diagrosed with any of the above components/circuits, repair the condition and confirm if the DTC(s) resets, ECM replacement may not be necessary. If NO other problem: are found, replace the ECM (PCM).

Repair Procedure

1. Replace the ECM PCM).

Refer to TIS:

- 2005 model year Corolla or Matrix Repair Manual, Engine/Hybrid System --Engine Contro ' - "ECM (1ZZ-FE/2ZZ-GE): Replacement".
- 2006 or 2007 nodel year Corolla or Matrix Repair Manual, Engine/Hybrid System - Engine Control - "1ZZ-FE Engine Control System: ECM Removal".
- 2006 or 2007 nodel year Corolla or Matrix Repair Manual, Engine/Hybrid System - Engine Control - "1ZZ-FE Engine Control System: ECM Installation".
- 2. Register the VIN into the replacement ECM (PCM).
- Refer to the Techr ical Information System (TIS):
  - 2005 model year Corolla or Matrix Repair Manual, Engine/Hybrid System -Engine Contr. I - "SFI System (1ZZ-FE/2ZZ-GE): Registration".
  - 2006 or 2007 model year Corolla or Matrix Repair Manual, Engine/Hybrid System - Engine Con rol - "1ZZ-FE Engine Control System: SFI System: Registration".
- 3. Confirm the repair

Page 3 of 3

# Final Repair Order & Motor Vehicle Defect Notification w Attachments

CENTRAL FL TOYOTA SERV Fax:4074725285

Sep 11 2008 11:08 P.01

TOIS482486



CENTRAL FLORIDA TOYOTA & SCION 11020 S. Orange Blossom Trail Orlando, Florida 32837 Service Direct: (407) 472-5220 Service Direct: (407) 472-5220 **MV# 50564** 

www.contractflowidatoyota.com www.conteq1flesidaecicm.com

USTOMER NO 1 301 11	ADVIGOR		TAG NO.		INVOICE DATE	
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	FT. F NO.	P. O. NO			09/08/08	
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					REGARDING R	

Motor Vehicle Defect Notificati	otificati	Noti	)efect	le	ehic	Y	Wlotor
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(Please print clearly in ink. If you do not wish to receive letters or other written solicitations from private attorneys, check below)

I DO NOT WISH TO RECEIVE WRITTEN SOLICITATION MATERIALS FROM AN ATTORNEY Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

The vehicle has been out of service at least 15 days to repair one or more substantial defects.

Description of continuing defect(s) or condition(s) for 575 NO 5TART, fAILec 2º OHECK ENGINE LIGHT IS ON, NO START, SHUTS OFF INTERMITTENLY 3º BATTERY LIGHT FLICKERS AND YELICLE SHUTS dowN FAILLET TO STR

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.) 4Th TIME, CHECK ENGINE LIGHT WAS ON VEHICLE STACLE OUT While driving I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle Make Year 2007 Model VIN 1 INIXIRI Date of Delivery 11.30.06 Name and City/State of selling dealer or leasing company (if applicable) TRAL 20 a ORIda

Name and City/State of authorized service agent(s) attempting previous repairs: West BIONIAL RIVES. OR lan Cen TRAL LORIDA OYOTA

Consumer Home phon Address Work phone ( 551mmee Signature Date Mailed 3. (1/98)08 \* Please she prefers if somebody con call her at (813)677-2952 in Eiglish.

# RECEIVE

AUG 1 8 2008

Customer Support Group

4-09199

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GUSTOMER NAME AND ADDRESS			· • · D,	S.	L	<u> </u>
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VEHICLE INFORMATION	Evening Phon	ne: ()		F	AX:	;
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Mana(s) that appears on venicle the: _	雪でちの意味の読みで、「「「「」」		/_			-
Make: <u>TOYOTA</u> Mode Vehicle Identification Number: <u>11</u>	COROLLA	× 20	Howin 2017 2017	anviother ve ordeased by	ildiesare the businesse	521
Vehicle Identification Number 1 21 1	N.X.R.D.	2 1 0	1/ 1	Current λ	Aileage: 35	, 901
Selling Dealer and Address: <u>[2]</u> HORIDA	NTRAL FLO	da	- 17 17 70 40-	TA S	cion, o	elando
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VEHILE SHUTS DOWN (Pentra) Has the vehicle been involved in an accident If yes, date of accident:	nt? Yes NoX	e damaged:			Return all copies of 22500 Metropolitie Sub 20	this form to:

SERVICE INVOICE



www.toyotaoforlando.com

STATE OF FLORIDA REGISTRATION # MV-16386

3800 W. Colonial Drive, Orlando, Florida 32808 Telephone (407) 298-4500 For Future Service Appt./Specials Visit us at www.toyotaoforlando.com

STDMER NO. 149272	DERELL ROE	ERSON	74160 740	ND.	10470年/08	"TOES62446
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STATE OF FLORIDA REGISTRATION # MV-16386

3800 W. Colonial Drive, Orlando, Florida 32808 Telephone (407) 298-4500 For Future Service Appt./Specials Visit us at www.toyotaoforlando.com

	EMIL PELL		43117 TAG NO	2.	107717/08	TOCS63858
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	PAGE 1 OF 2 CUSTOMER COPY	[CONTINUED O	N NEXT PAGE] 11:12am	SEE BACK OF ADDITIONAL REGARDING RI	INFORMATION



CENTRAL FLORIDA TOYOTA & SCION

11020 S. Orange Blossom Trail Orlando, Florida 32837 Service Direct: (407) 472-5220 MV# 50564

www.centralfloridatoyota.com www.centralfloridascion.com

CUSTOMER ND. 130111	ADVISOR	99	0265 TAB NO.	9525	04/11/08	TOCS455017
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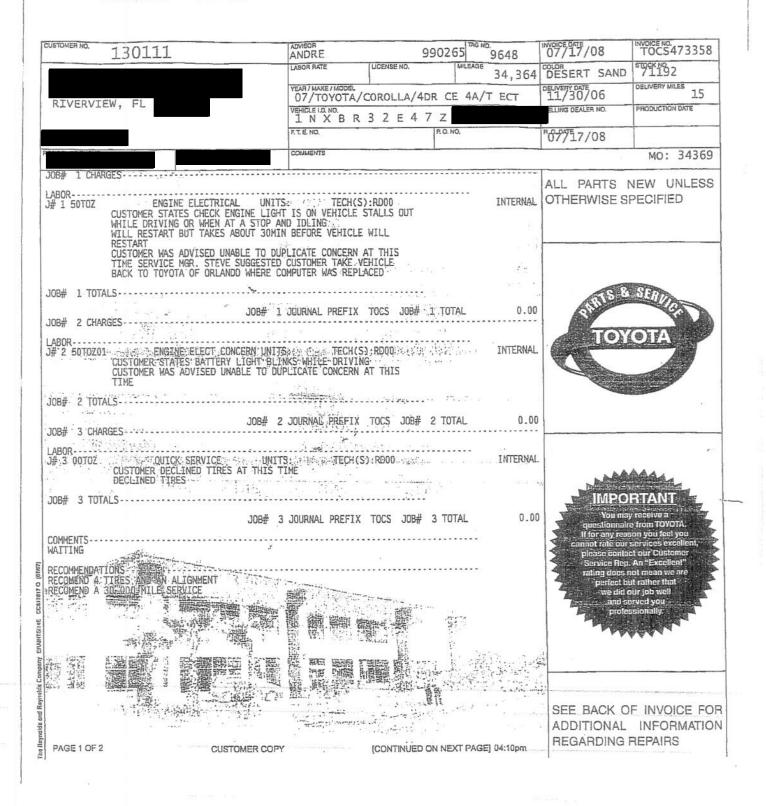
INVOICE



WWW.centralfloridatoyota.com WWW.centralfloridascion.com

# **CENTRAL FLORIDA TOYOTA & SCION**

11020 S. Orange Blossom Trail Orlando, Florida 32837 Service Direct: (407) 472-5220 MV# 50564



WS02010/WAA912 SERIAL NUMBER : DEALER SELL INVOICE DATE EXT WARRANTY WARRANTY STATUS P.O.E. PRODUCTION DATE SURVEY SENT ACCESSORIES FE AC		RVICE SERIAL MA <b>2E4 - 72</b> RETAIL DATE DATE FIRST USE DEMO AIR COND COLOR BED MFG SHIPMENT DATE	11/30/06 11/30/06 FAC 04Q2	11:00:14 RETAIL MILES	1ZZ-2728688
SERVICING DEALER DATE FIRST USE EDITS BYPASSED AUTH NUMBER	100077 09183 11/30/06 17 71-	REPAIR DATE RECEIPT DATE OPERATION CODE SSC NUMBER	04/04/08 04/14/08	* TYPE CLASS REPAIR MILES R/O NUMBER COMB CODES SUBLET AMT X20	(VEH) 18 28608 624463 126.85

PF2:ACSY PF4:RPH PF5:CLMHST PF6:PREV PG PF8:NEXT PG PF10:PREV MENU PF11:LOGOFF

REQUESTED AMT 923.33 PAID DATE 04/14/08 PAID AMOUNT 923.33

## WS0210/WAA914 SERVICE SERIAL MASTER INQUIRY 08/18/08 ISZ00047 CLAIM HISTORY

SERIAL NUMBER : 1NXBR32E4 - 7Z

DEALER CLAIM		REPAIR ORDEN DATE	R MILES	OFP	OPCODE	AMOUNT DB
09199 R28112	794816	10/06/2006 11/30/2006 04/04/2008	000001		001013 001020 EG7035	70.75 V 18.75 V 923.33 V

BOTTOM OF LIST NO MORE CLAIMS

PF6:	PREV	PAGE	O MORE PF8:	CLAIMS NEXT	PAGE	PF10:	PREV	MENU	PF11:	LOGOFF	
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WS0215/WAA915	SERVICE SERIAL MASTER INQUIRY REPLACEMENT PART HISTORY	08/18/08 ISZ00047
SERIAL NUMBER	: 1NXBR32E4 - 7Z	
DLR CLAIM	REPAIR ORDER PAID NUMBER DATE DATE PART NUMBER	DESCRIPTION
09183 100077	624463 04/04/08 04/14/08 89661-02K21	COMPUTER, ENGINE CON

BOTTOM OF LIST - NO MORE REPLACEMENT PART HISTORY

PF6: PREV PAGE PF8: NEXT PAGE PF10: PREV MENU PF11: LOGOFF