

EA12-001

TOYOTA

10-3-2012 DISC 3

Attachment-Response 4

Part 1

Case Report - 200610170194**Customer/Caller Summary:**

Customer Name/Address:

Homestead, FL

Caller Phone:

Caller Alt. Phone:

Alt. Customer Name:

Case Summary:

Case Title: Product; FCRP; Air Bags- Front; Deploy
Case Type: Accident
Contact Method: Phone
Cust Attitude: Concerned
Coding Type: Complaint
Category: Product
Problem Area: FCRP
Component: Air Bags- Front
Condition: Deploy
VIN: 2T1KR32E43C [REDACTED]
Dofu: 09/28/2002
Current Miles: 60000
Incident Miles: 60000
Model Year: 2003
Model Name: Matrix
Region: SET
District: 01
Dealer 1: Armstrong Toy/Homestead, 09201
Selling Dealer: Armstrong Toy/Homestead, 09201

Case History:

Caller Seeks: buyback
CAC Stated: NCR adv will dispatch case to reg to set up inspec w/in 3 business days. NCR adv inspec w/in 30 days & response from toy provided w/in 30 days from inspec.

*** PHONE LOG 10/17/2006 08:16:57 AM RVrachan

Caller states: cllr was driving down the road about 30 MPH & airbag deployed on it's own, cllr sts the seatbelt injured cllr's wife when the airbag deployed. cllr sts insurance covering loaner. cllr sts dlr doesn't know why airbag deployed but cllr adv does not feel safe in this veh. cllr sts his wife won't ever drive this veh again. cllr sts veh is at the dlrship & they don't know what to do, dlr doesn't know why airbag deployed for no reason.

*** SUBCASE 200610170194-1 CREATED 10/17/2006 08:20:08 AM JFonseca

*** NOTES 10/19/2006 07:39:12 AM TBishop

cust clld back & adv has not heard back from anyone yet. ncr apol & adv cust the CM has 2 b/d to rvw case & c/b cust. ncr adv today would be the 2nd b/d. cust req an alt phn# for point of contact [REDACTED] cllr thanked.

*** NOTES 10/19/2006 08:38:42 AM DHughes

Megan Remaley from USAA Insurance request a c/b @ 813-615-5222 ext # key 4491. Ncr apol and advd case mgr not avail. Ncre advd cllr of c/b in 1 bus day

*** NOTES 10/19/2006 02:29:33 PM NTorres

===FCRP===

Caller: sts was traveling northbound on SW 248th on 10/14/06 @ appox 30 MPH. Sts he was driver & wife, [REDACTED] was front pass. Sts road was dry & level when he heard a loud bang & the front driver airbag deployed. Sts pass side airbag did not deploy. Sts pulled over & disconnected horn b/c it was blaring. Sts no airbag warning light on prior to airbag deployment. Sts Officer from Homestead Police saw them & pulled over. Sts no police report was...

*** NOTES 10/19/2006 02:29:50 PM NTorres

...was made & occupants did not go to hospital. Sts driver & pass wearing seatbelt & both have bruising. Sts reported incident to insurance & provided insurance w/ CEC contact info. Sts rpr have not been made & veh is currently @ dlr collision center. Sts was in 2 prior accidents. Sts 1x in June 2005 for side collision w/ impact @ rear side panel. Sts 2x in October 2005 in rear collision w/ impact in rear. Sts no

longer fls safe in veh & sks new veh. NCR adv will...

*** NOTES 10/19/2006 02:30:04 PM NTorres
...dispatch case to reg to set up inspec w/in 3 business days. NCR adv inspec w/in 30 days & response from toy provided w/in 30 days from inspec. LEGAL REQUESTS FIELD CONTACT REPORT WITH PHOTOS.

*** NOTES 10/19/2006 02:38:01 PM NTorres
OUTGOING CALL
NCR l/m for Meagan Remaley @ #800-531-8222 x 44191 to c/b for addtl info about Claim # [REDACTED] @ 800#. NCR adv case#, NCR bus hrs: 6:00am-2:30pm PST & ext: 73002 for c/b.

*** NOTES 10/19/2006 02:38:07 PM NTorres
OUTGOING DLR CALL
Mike Rodriguez, svc director @ Armstrong Toy/Homestead referred NCR to Jenny @ Armstrong Toy/Homestead Collision Center. NCR confirmed w/ Jenny that the veh has not been altered & is in its original state.

*** SUBCASE 200610170194-1 CLOSED 10/19/2006 02:39:15 PM NTorres
subcase closed

*** NOTES 10/20/2006 07:02:09 AM NTorres
INCOMING CALL
Meagan Remaley, Adjuster @ USAA Insurance inq if toy would inspect veh & timeframe for inspection. SkS clarif on loaner from toy. NCR adv will dispatched case on 10/19/06 to reg to set up inspec w/in 3 business days. NCR adv inspec w/in 30 days & response from toy provided w/in 30 days from inspec. NCR adv loaner for cust can be addressed after inspection. NCR adv no loaner will be provided before inspection. Caller understood.

*** NOTES 11/08/2006 07:34:24 AM MDeLaHoz500
FCR report sent to TMS legal, Attn Carole Hargrave.

*** CASE CLOSE 11/08/2006 07:34:34 AM MDeLaHoz500
Region closing case.

*** NOTES 11/10/2006 08:03:03 AM VHurtado
Megan from U.S.A.A insurance cllng to spk w/NTorres. ncr adv cllr cse mngr not avail. cllr req call back at: 813-615-5222 Ext: 44191. cllng on behalf of client.

*** NOTES 11/10/2006 09:21:19 AM NTorres
OUTGOING CALL
NCR l/m for Meagan Remaley, Adjuster @ U.S.A.A Insurance @ #800-531-8222 x 44191 to c/b for addtl info about Claim # [REDACTED] @ 800#. NCR adv case#, NCR bus hrs: 6:00am-2:30pm PST & ext: 73002 for c/b.

*** NOTES 11/14/2006 06:40:59 AM NTorres
INCOMING CUST CALL
Caller: Sts toy has inspected the veh & has not rcvd response. Sts has to turn in his rental tomorrow 11/15/06 & sks response from toy. NCR adv will research & adv will f/u eob today w/ any info obtained.

*** NOTES 11/14/2006 06:43:11 AM NTorres
...sts can be reached @ day phone # or [REDACTED]

*** NOTES 11/14/2006 09:53:03 AM NTorres
OUTGOING CLAIMS CALL
Carole Hargrave, Claims @ TMS adv will provide response w/in 30 days from inspection & TMS can address cust requests after toy response provided. NCR adv will forward info to cust.

*** NOTES 11/14/2006 09:56:48 AM NTorres
OUTGOING CUST CALL
NCR adv TMS has rcvd inspection info & will provide response 30 days from inspection. Caller understood.

*** NOTES 11/14/2006 10:11:24 AM NTorres
INCOMING CUST CALL
Meagan Remaley, Adjuster @ U.S.A.A Insurance adv needs response from TMS on outcome of inspection. MRemaley adv cust is out of a loaner veh & has injuries. MRemaley sks contact for f/u on outcome of response if needed. NCR adv toy will provide response w/in 30 days from inspection. NCR adv cust of A108 address. Caller understood.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Notes	11/14/2006 10:11:24 AM	NTorres	Log notes.
Notes	11/14/2006 09:56:48 AM	NTorres	Log notes.
Notes	11/14/2006 09:53:02 AM	NTorres	Log notes.
Notes	11/14/2006 06:43:10 AM	NTorres	Log notes.
Notes	11/14/2006 06:40:59 AM	NTorres	Log notes.
Notes	11/10/2006 09:21:19 AM	NTorres	Log notes.
Rule Action	11/10/2006 08:03:09 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	11/10/2006 08:03:03 AM	VHurtado	Log notes.
Rule Action	11/08/2006 07:34:43 AM	rulemgr	Action Notify Originator for Closed Case of rule Toyota Priority/Accident Closed Case fired
Case Close	11/08/2006 07:34:34 AM	MDeLaHoz500	Status = Closed, Resolution Code = Full, State = Open.
Rule Action	11/08/2006 07:34:32 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	11/08/2006 07:34:24 AM	MDeLaHoz500	Log notes.
Accept	10/23/2006 05:07:43 AM	MDeLaHoz500	from Queue SET to WIP default.
Notes	10/20/2006 07:02:09 AM	NTorres	Log notes.
Subcase Close	10/19/2006 02:39:15 PM	NTorres	Number = 200610170194-1, Status = Action CAC, Resolution Code = Full..
Dispatch	10/19/2006 02:38:41 PM	NTorres	Action Region.
Chg Status	10/19/2006 02:38:41 PM	NTorres	Case sent to region: SET
Modify	10/19/2006 02:38:32 PM	NTorres	into WIP default and Status of Action CAC.
Notes	10/19/2006 02:38:07 PM	NTorres	Log notes.
Notes	10/19/2006 02:38:01 PM	NTorres	Log notes.
Notes	10/19/2006 02:30:04 PM	NTorres	Log notes.
Notes	10/19/2006 02:29:50 PM	NTorres	Log notes.
Notes	10/19/2006 02:29:33 PM	NTorres	Log notes.
Modify	10/19/2006 02:29:33 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:26:45 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:20:15 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:16:28 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:10:07 PM	NTorres	into WIP default and Status of Action CAC.
Set Originato	10/19/2006 02:06:41 PM	NTorres	Set Originator: by NTorres
Modify	10/19/2006 02:06:37 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:05:02 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:04:58 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:04:37 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:04:31 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:03:24 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:03:08 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:03:00 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:02:04 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:01:16 PM	NTorres	into WIP default and Status of Action CAC.
Modify	10/19/2006 02:01:09 PM	NTorres	into WIP default and Status of Action CAC.
Chg Status	10/19/2006 02:00:11 PM	NTorres	Case yanked
Yanked	10/19/2006 02:00:10 PM	NTorres	Case grabbed from JFonseca to NTorres's default WipBin.
Rule Action	10/19/2006 08:38:43 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	10/19/2006 08:38:42 AM	DHughes	Log notes.
Rule Action	10/19/2006 07:39:18 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	10/19/2006 07:39:12 AM	TBishop	Log notes.
Admin Subcase	10/17/2006 08:20:08 AM	JFonseca	Number = 200610170194-1, Created in WIP default with due date 10/19/2006 05:20:03 PM..
Modify	10/17/2006 08:19:38 AM	JFonseca	into WIP default and Status of Action CAC.
Set Originato	10/17/2006 08:19:23 AM	JFonseca	Set Originator: by JFonseca
Accept	10/17/2006 08:19:18 AM	JFonseca	from Queue Toyota Resolution Queue to WIP default.
Rule Action	10/17/2006 08:17:14 AM	rulemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Dispatch	10/17/2006 08:17:07 AM	RVrachan	from WIP default to Queue Toyota Resolution Queue.
Phone Log	10/17/2006 08:16:57 AM	RVrachan	Start = 10/17/2006 07:58:31 AM, End = 10/17/2006 08:16:57 AM, Contact = [REDACTED]
Modify	10/17/2006 08:16:57 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 08:16:54 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 08:11:55 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 08:06:40 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 08:03:03 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 08:02:32 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 08:01:56 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 08:00:10 AM	RVrachan	into WIP default and Status of Action CAC.
Modify	10/17/2006 07:59:43 AM	RVrachan	into WIP default and Status of Action CAC.
Create	10/17/2006 07:58:31 AM	RVrachan	Contact = [REDACTED] Priority = Customer,

[REDACTED]
.....
Homestead, FL
[REDACTED]

1/29/2007

Attn: Troy H. Higa
Claims Administrator
direct line: 310-468-5638
direct fax: 310-381-5017

I am responding to your letter dated 29 November 2006 which was emailed to me on 14 December 2006 in regards to the driver side airbag of my 2003 Toyota Matrix that deployed on its own. Your findings based on the information you provided is unfounded and falsely incorrect. My intent to contact Toyota Corporation was the concern of the event that occurred on 14 October 2006 with the airbag deployment in my vehicle and the potential reoccurrence of a faulty sensor deploying an airbag, if not to my vehicle but to another person's Toyota vehicle.

My wife and I were both wearing our seat belts. As the driver my seat belt restrained me from having direct impact with the airbag and pulled me firmly in my seat. We were driving at a very low rate of speed as we approached a traffic light at approximately 25 miles per hour. When the driver side airbag deployed my wife screamed from her seat belt catching her arm and pulling it back. I immediately pull off to the side of the road where people immediately came to our assistance. The day was clear and sunny; the road was perfectly smooth with no obstructions or potholes. After pulling off to the side of the road both my wife and I exited the vehicle and the horn continued to blare until I disconnected my battery cable. I had a camera at the scene and took pictures of the road we drove on showing nothing that would have caused the airbag to deploy. I took pictures of both seat belts that pulled both my wife and I back into our seats, the airbag that deployed, and where I pulled off to the side of the road after the incident.

I immediately contacted USAA to report the incident and requested roadside assistance to tow my vehicle to Armstrong Toyota of Homestead where I had purchased my vehicle. Upon arriving at Armstrong Toyota the service department took immediate action to have mechanics look over my vehicle as I stood by and watched. They were unable to determine why the driver's airbag deployed. The passenger airbag did not deploy which also demonstrates that the system was faulty and was not operating correctly if I had been in an actual accident. Armstrong Toyota requested to keep the vehicle and have the collision department go thoroughly through the vehicle to determine how the airbag could have deployed on its own. Armstrong Toyota of Homestead has always serviced my vehicle so their service department was completely aware of the service history of my vehicle.

The Armstrong Toyota Collision Center ran diagnostics on my vehicle and could not pin point or determine how the driver side airbag deployed without any impact or damage to my vehicle. There was nothing from underneath the vehicle or from the body that could have activated the sensor to release only the driver side airbag. They advised me that they had been contacted twice by Toyota Corporate and requested pictures that they had already taken. The Toyota Corporate adjusters could not find any damage to my vehicle and the manager of the Collision Center even told me that he was adamant by telling Toyota Corporate adjusters that there was no damage to the vehicle to cause only the driver's airbag to deploy. USAA also sent adjusters to see the vehicle and also determined that there was no damage to the vehicle to cause the airbag to deploy.

Your letter clearly shows that even after one month that your investigation was flawed and incorrect of

your findings. I personally take offense to your comments about me not wearing my seat belt, which kept me from striking the airbag. Just the mere fact that you state this in your letter shows the lack of effort on Toyota's part to accurately determine the cause for the driver side airbag to deploy on its own and drum up an excuse to justify why the sensor activated only the driver side airbag. You did not bother to contact me to discuss this incident. You did not go to the scene, which would have shown that the road was smooth with no obstructions to cause the sensor to go off. Further I have pictures of the vehicle showing that both seat belts restricted my wife and I, only the driver side air bag deployed and the road conditions were smooth which all refute your inaccurate and poor investigation. I also have a witness that was at the scene after the incident who came to our assistance.

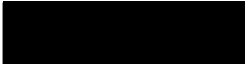
Your response letter to me was a canned reply that lacked thorough facts and honesty to determine what in fact caused only the driver side airbag to deploy. I was without my vehicle for over 30 days, making payments on my car, paying my car insurance which left me on my own to arrange transportation to work. I actively pursued resolution of my case so that I could have assurance that once my vehicle was fixed that Toyota would warrant that this would never happen again. I did not feel safe driving this vehicle until I knew exactly why the airbag deployed and to this date Toyota Corporation has been unable to make this determination.

I was stonewalled by the adjustor that was assigned to my case Naomi Torres who was not forthcoming or helpful during the investigation. When I requested to speak with a supervisor she would not allow me to speak with any person above her and even advised me to write a letter if I was not satisfied with her answers. Ms. Torres would not advise me of the status of the investigation claiming that the facts were not available to her even as the assigned person to my claim. She could not provide me a clear timeline when I would be advised what caused the incident and assurances that this would not occur again. Ms. Torres also rebuked my USAA adjuster when they followed up as my insurance representative to also check on the status of my claim. All I got was the same answer that it would take 30 days to get a response and that it would be in writing. USAA also sent a letter to Toyota Corporation when they could not get any assistance from Ms. Torres and their letter was never answered. Even after 30 days I had to be persistent to get your letter that was never received to me by mail even after verifying my address with Toyota Corporation. I had to demand that it be emailed which still took 2 days to be received only because of my persistent calls. If you look at my phone calls and many messages I left you could see how non-caring or responsive Toyota Corporation was to me as a customer.

I have owned eight Toyota vehicles and I was treated with a lack of respect or concern from Toyota Corporation. You have been a cold and non-caring staff showing no concern for my claim and the potential injuries that could have occurred. Even the employees of Armstrong Toyota were shocked by their own company they work for and their belief this would have been handled more professionally. They were extremely apologetic from the lack of customer service and care that I did not get, and the canned reply that I had to wait over 30 days to receive that was inaccurate and an insult to me and my wife.

My rebuttal to your letter will be a record that Toyota Corporation has still not determined why only the driver side air bag deployed on it's own. Had I been going at a higher rate of speed this could have been a severe and fatal accident. I hold Toyota Corporation liable and completely responsible if anything may happen to my family or me while driving this vehicle and an airbag deploys for no reason. Further I will request that USAA hold Toyota Corporation responsible for faulty sensors that were replaced and that you reimburse my insurance company for replacing all the air bag sensors in my vehicle.

I am greatly disappointed with the non caring cold response from Toyota Corporation and will share my experience with as many owners or potential Toyota Customers who may also find themselves not getting the service, loyalty, assurances, integrity and honesty that is expected from a company like Toyota.


Copy: USAA
Toyota Corporation



<monsantoy@bellsouth.net>
01/28/2007 07:18 PM

To <Troy_Higa@toyota.com>
cc
bcc
Subject Fw: letter

----- Original Message -----

From: Troy Higa@toyota.com

To: [REDACTED]

Sent: Thursday, December 14, 2006 12:54 PM

Subject: letter

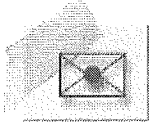


Attached is a copy of our letter that was sent out to you on 11/29/06.

Troy H. Higa
Claims Administrator
direct line: 310-468-5638



direct fax: 310-381-5017 Scan1553, December 14, 2006.pdf Toyota.wps



Troy Higa/TMS/Toyota
12/14/2006 09:54 AM

To [REDACTED]
cc
bcc
Subject letter



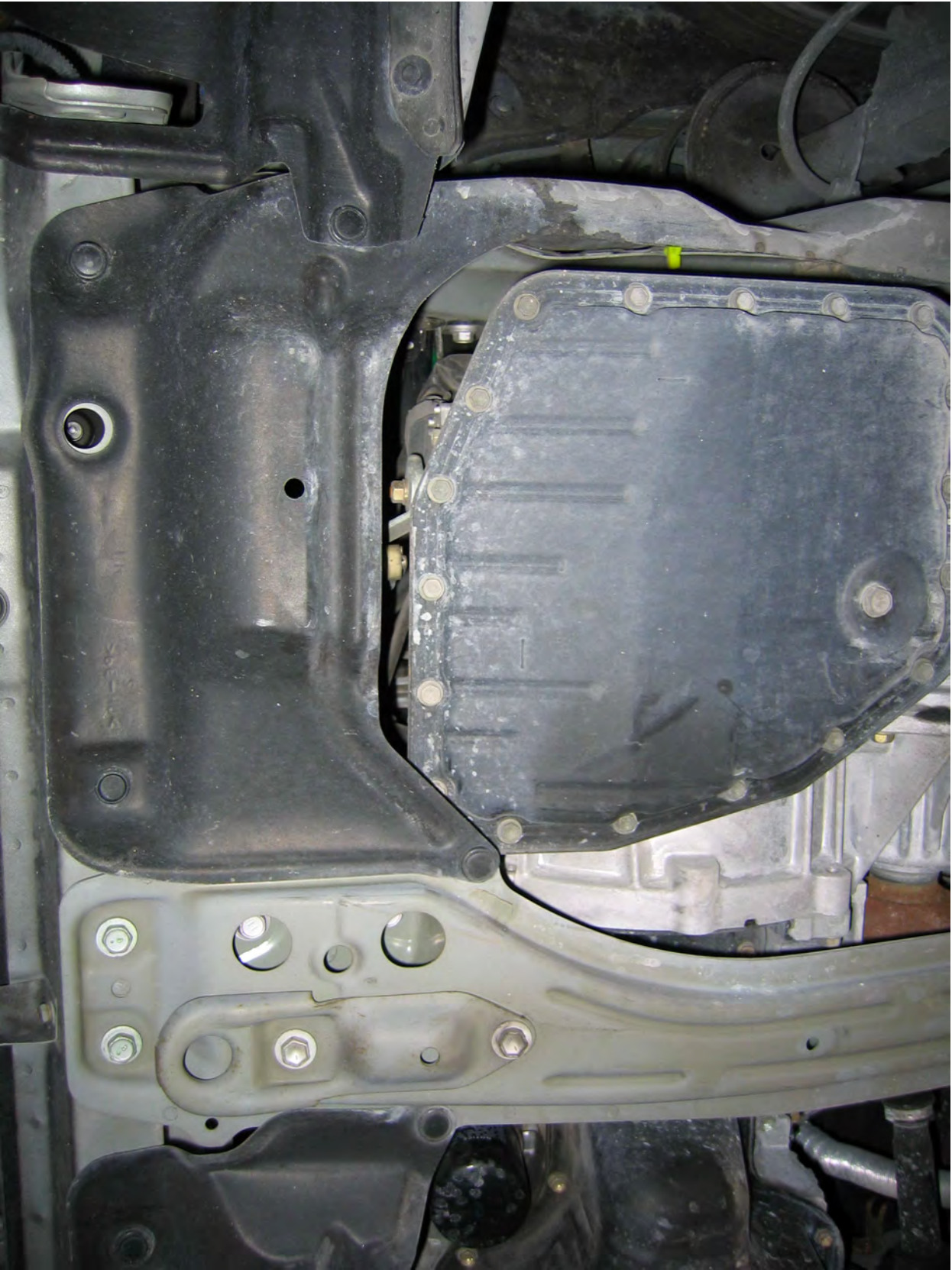
Attached is a copy of our letter that was sent out to you on 11/29/06.



Scan1553, December 14, 2006.pdf

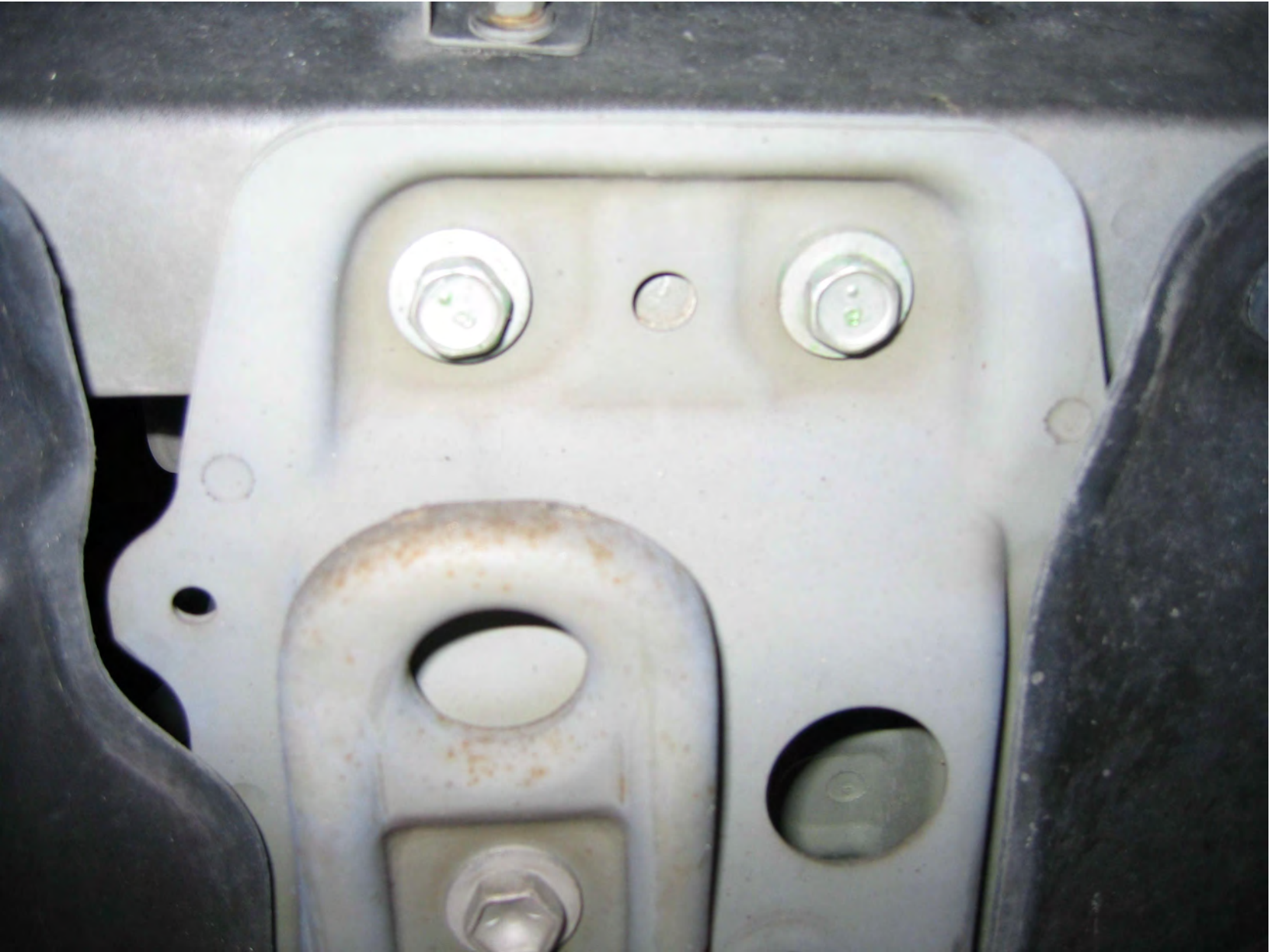
Troy H. Higa
Claims Administrator
direct line: 310-468-5638
direct fax: 310-381-5017











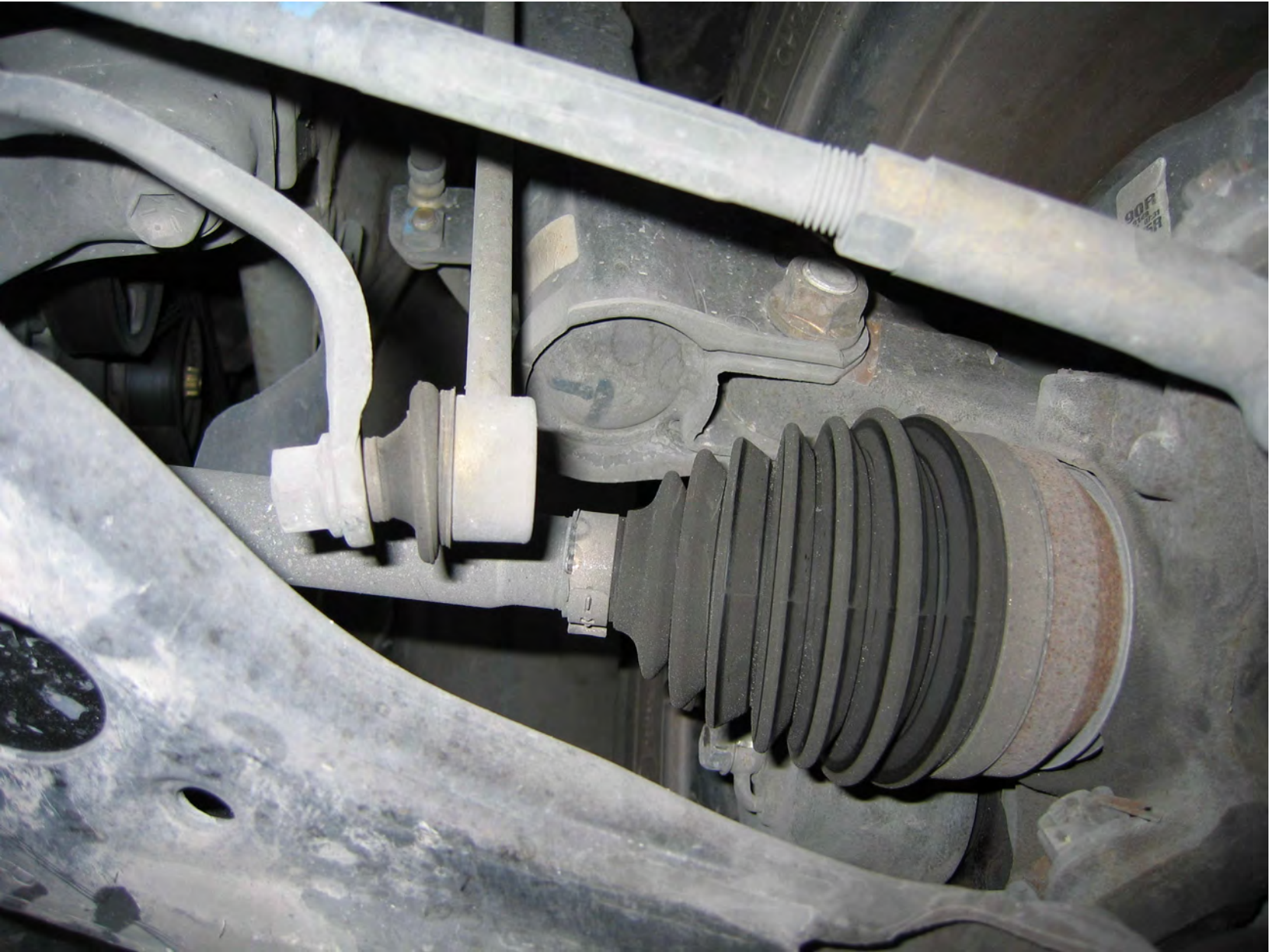








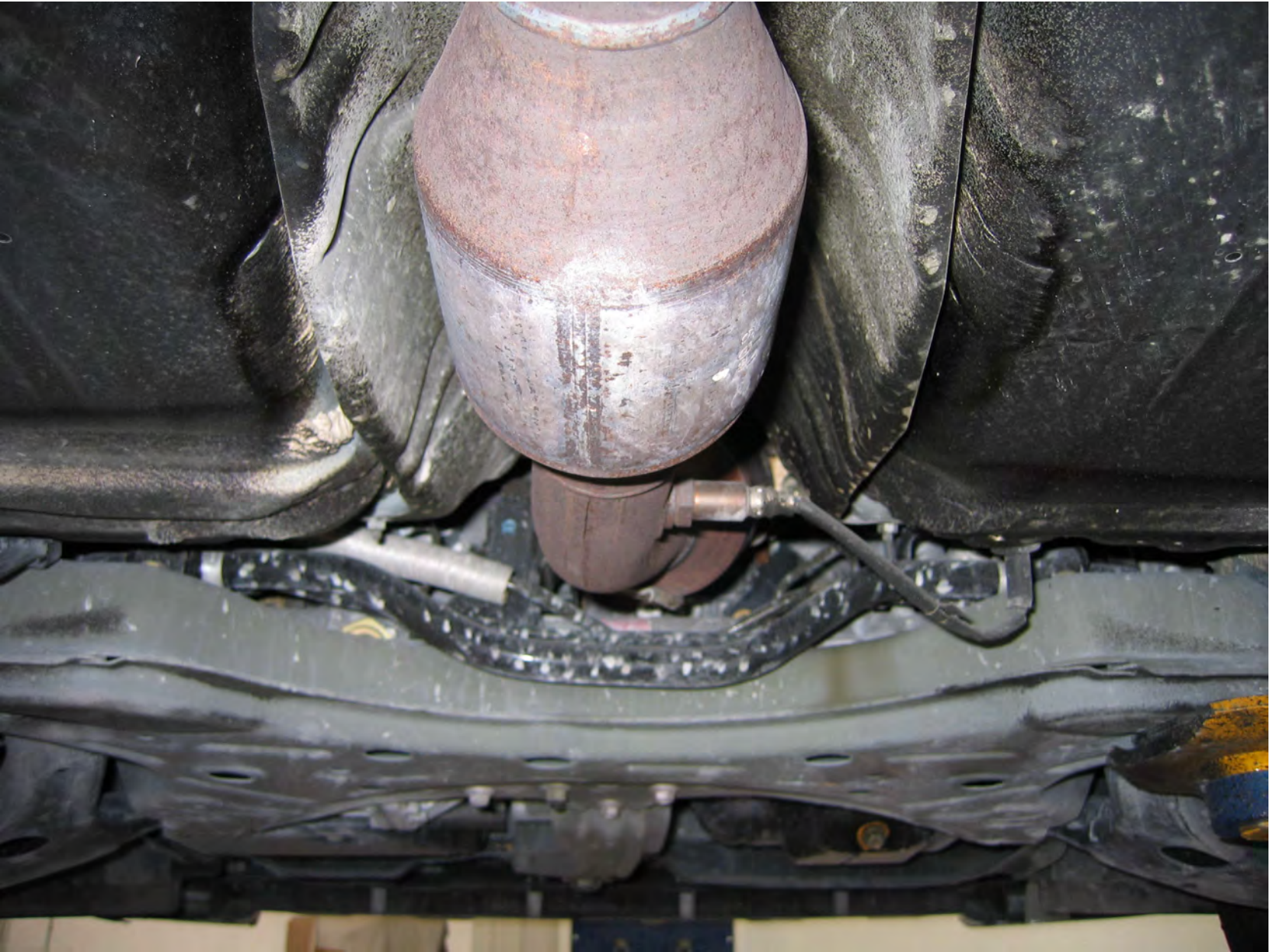




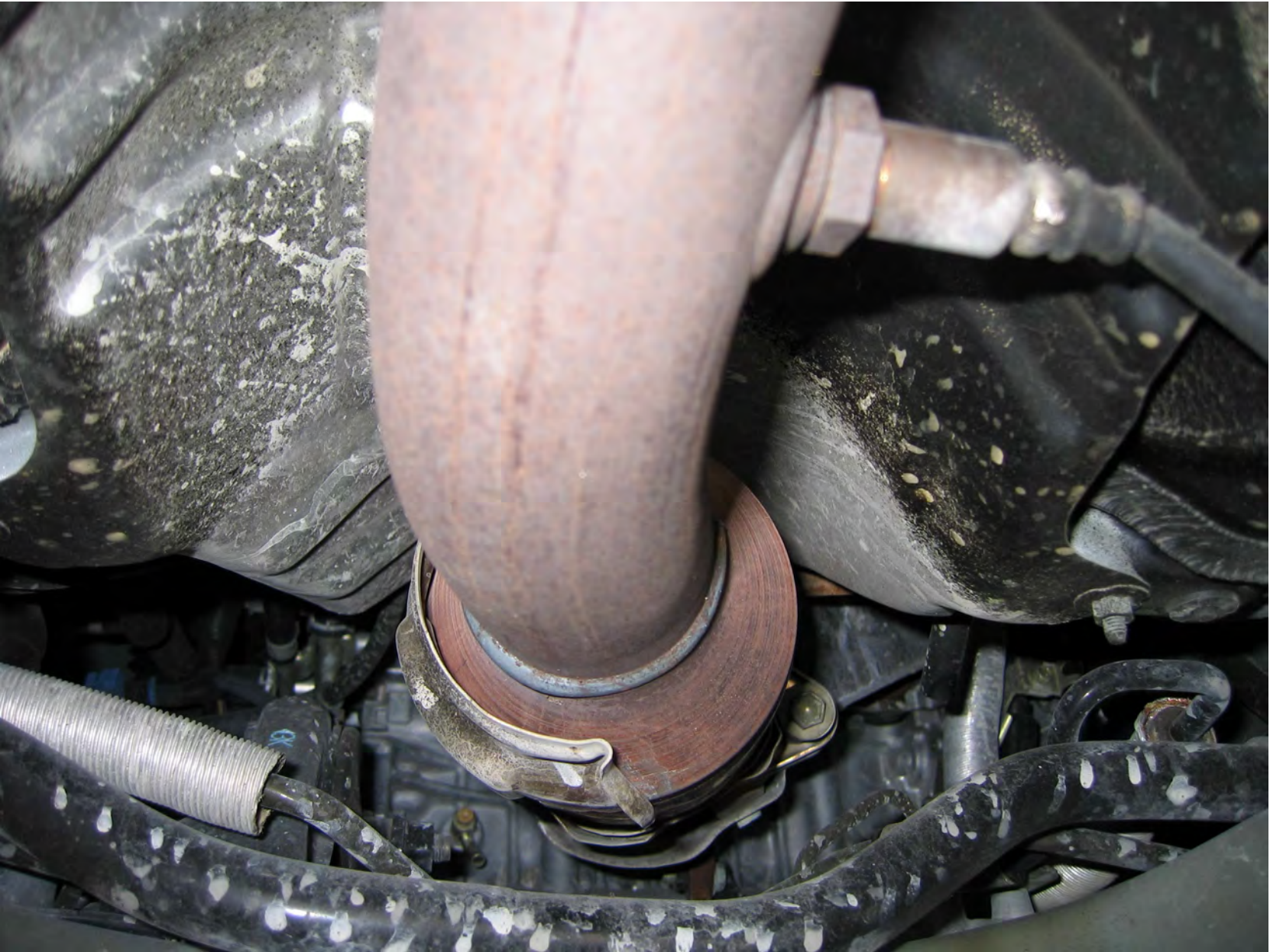




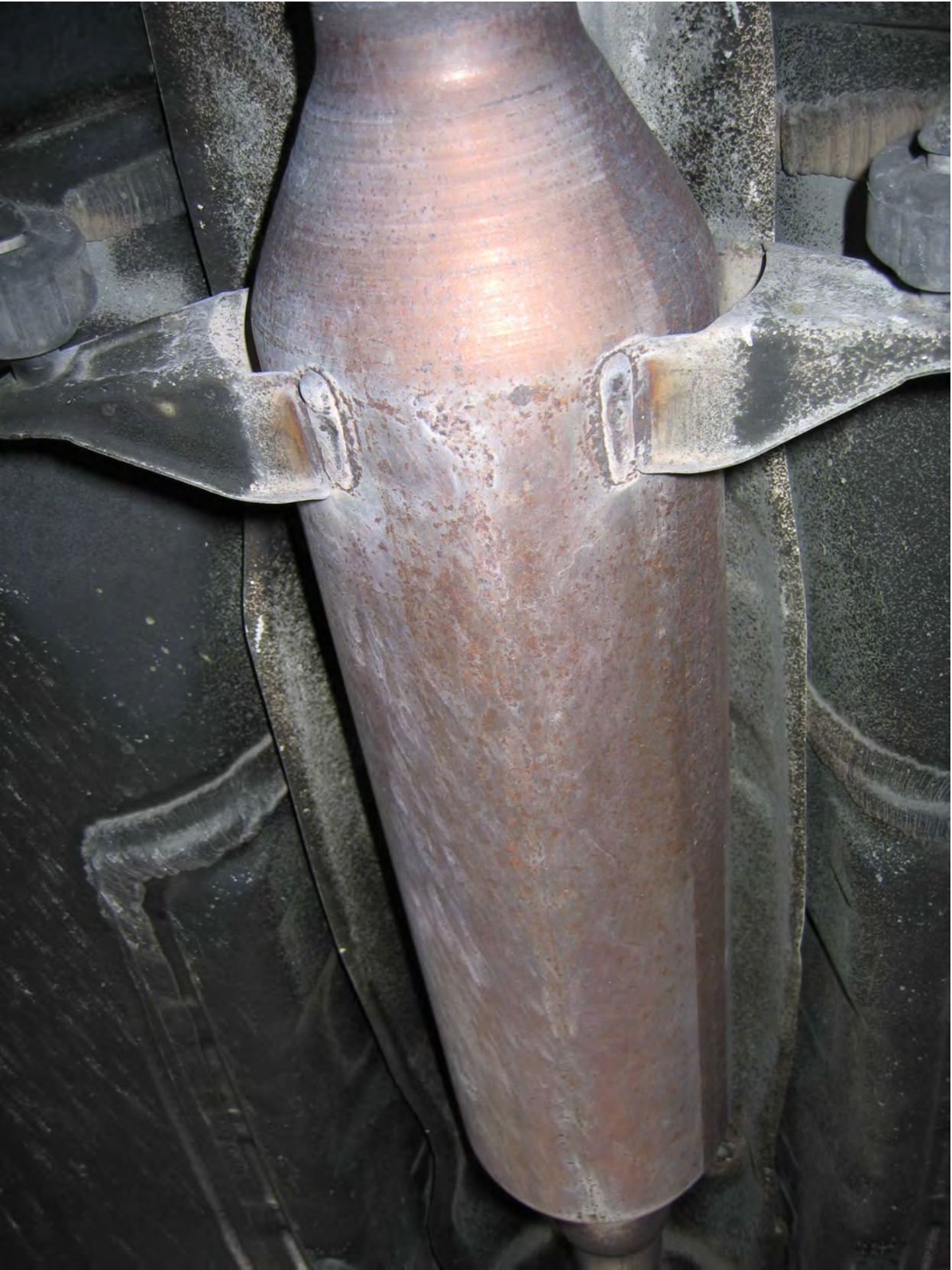
DOT LMTA 1X1E10 SID1 205/55 R 16 (RACE) S7

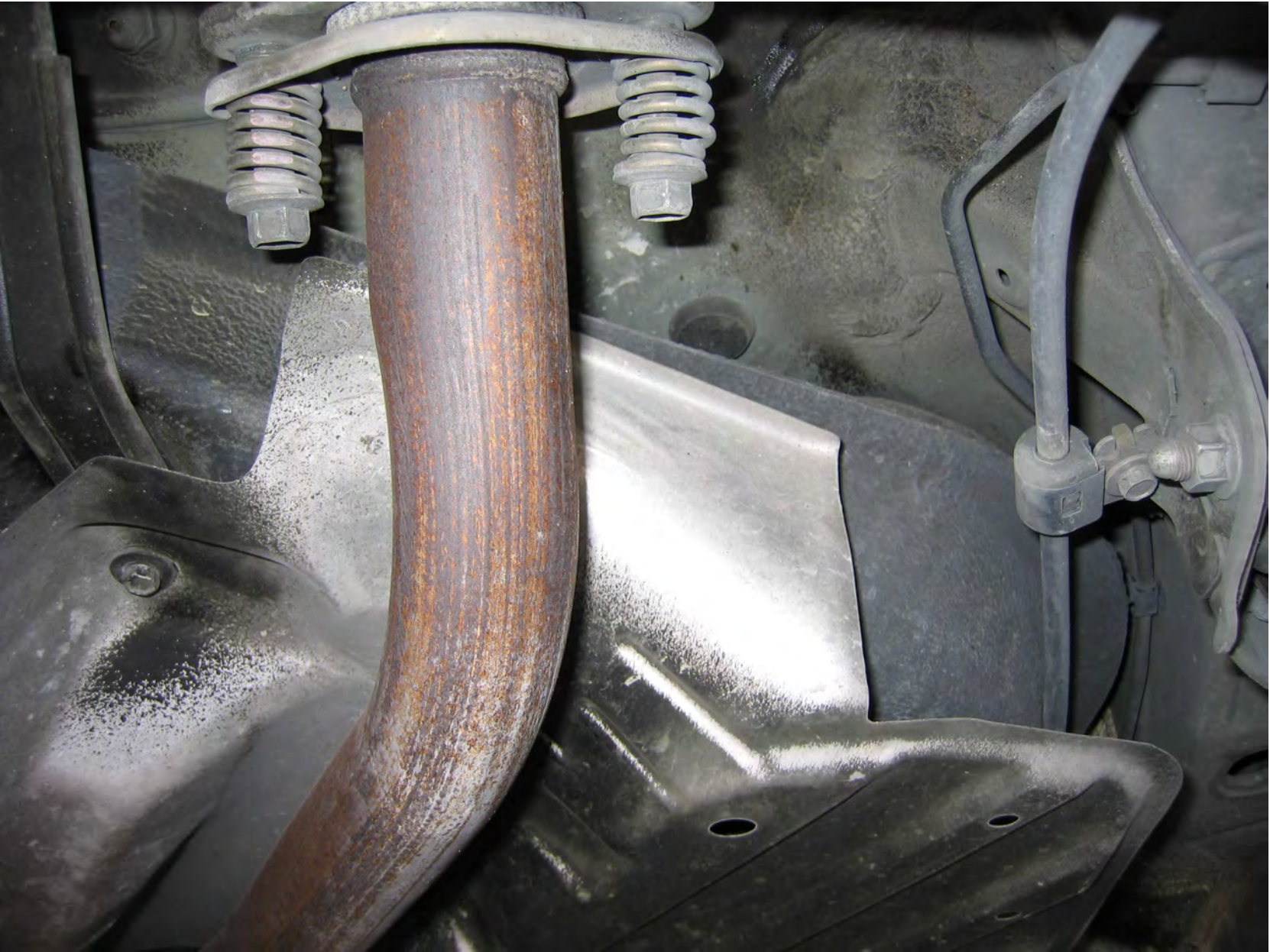






















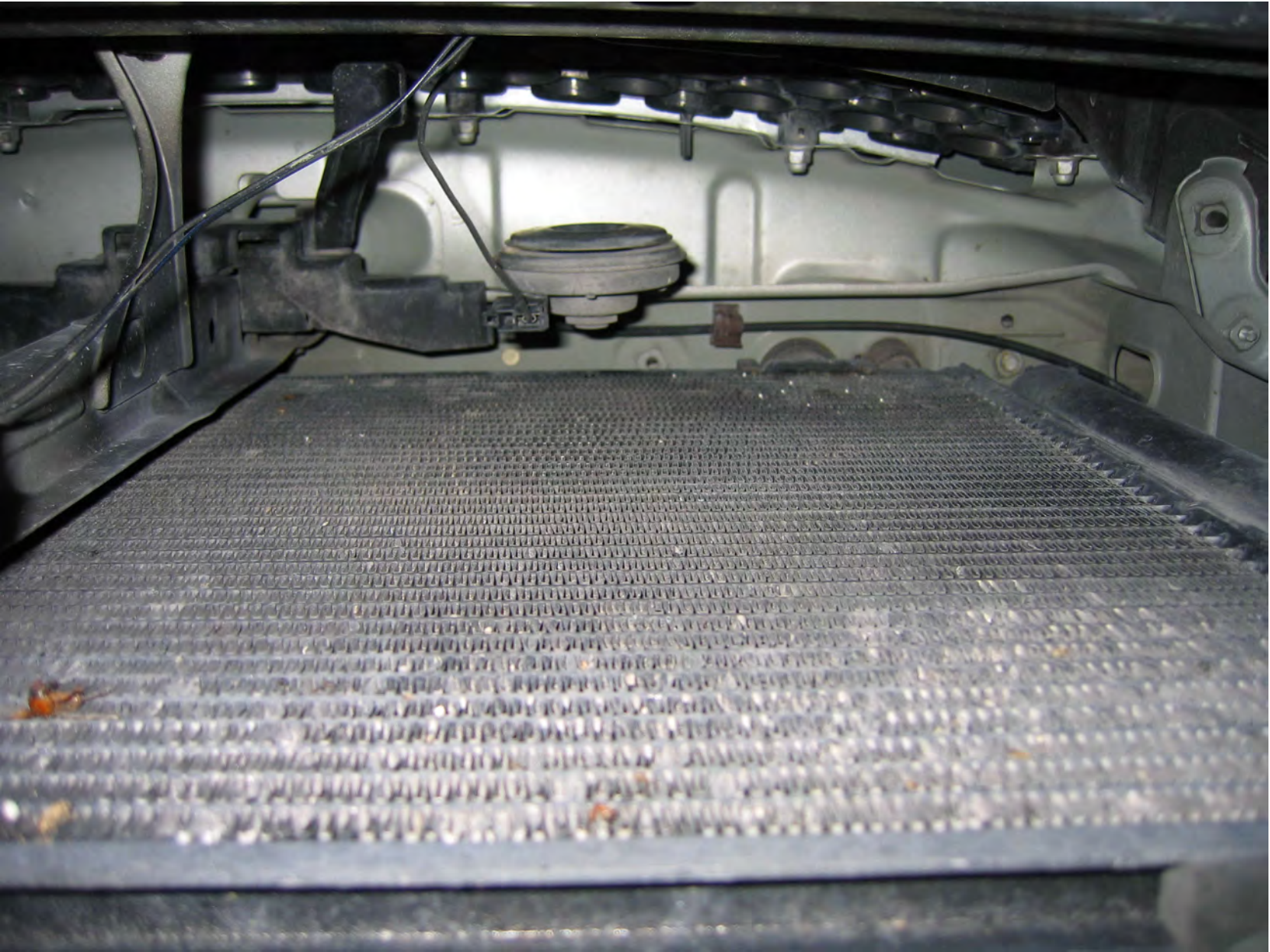








TOYOTA













MFG BY: TOYOTA MOTOR MANUFACTURING
CANADA INC. 03/02

GWR 3845LB GAWR FR 2015LB RR 1850LB
THIS VEHICLE CONFORMS TO ALL APPLICABLE
FEDERAL MOTOR VEHICLE SAFETY STANDARDS, AND
THEFT PREVENTION STANDARDS IN EFFECT ON
THE DATE OF MANUFACTURE SHOWN ABOVE.

2T1KR02E43C [REDACTED] PASS CAR



CTR: 1C8F814
ATM: -03A/A246E

MODEL: ZZE132L - DHPNKA
MADE IN CANADA

148

AA02101184

00000000000000000000

















Diagnostic Tester

B1AC - TROUBLE CODES

CU: AIRBAG/SRS

Value of PID: 5

Short in 2 wires

Connect the ground

Short in 2 wires

Connect the ground

[EXIT] to Continue



Diagnostic Tester

READING TROUBLE CODES

PCU: AIRBAG/SRS

Number of DTCs: 5 :

B2185 Short in F+T
circuit (24)
circuit (16)
ground?

B2187 Short in F+T
circuit (24)
circuit (16)
ground?

[EXIT] to Continue



YES

NO

ENTER

Diagnostic Tester

DIAG. TROUBLE CODES

ECU: AIRBAG

Number of DTCs 5+

U0100 Airbag control
assembly
malfunction

[EXIT] to Continue

Diagnostic Tester

ENGINE TROUBLE CODE
P0135: O2 SENSOR
HEATERS CIRCUIT
Number of DTCs: 1
NO DTC CODES
NEXT to Continue

YES

NO

ENTER

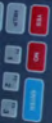


Diagnostic Tester

DIAGNOSTIC TROUBLE CODES
ECU: ENGINE
Number of DTCs: 00

NO DTC CODES

RETURN to Continuum



Diagnostic Tester

PENDING CODES

ECU: ENGINE

Number of DTCs: 0

NO PENDING CODES

(EXIT) to Continue

YES

NO

ENTER























































312265
4204





POST

POST

EA12-001

TOYOTA

10-3-2012 DISC 3

Attachment-Response 4

Part 1

TOYOTA

Writer's Direct Dial: (310) 468-5027
Writer's Direct Fax: (310) 381-6317

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
(310) 468-4000

January 4, 2007

VIA US MAIL

[REDACTED]
Reston, VA [REDACTED]

RE: [REDACTED]

Date of Loss: December 5, 2006
Vehicle: 2003 Toyota Corolla
VIN #: 2T1BR32E83C [REDACTED]

Dear: [REDACTED]

This letter is in response to your recent communication with our Customer Relations Department in regards to the above referenced incident.

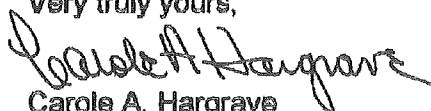
It is our understanding that your son got into the vehicle, closed the door, put his seatbelt on and both front air bags deployed.

Your vehicle was inspected by one of our field technicians and it was found that both front air bags had deployed but the seatbelt pretensioners had not locked up. The inspection also revealed that there was an after market alarm installed with a mass of wiring under the left side of the dash. It would appear that the air bags were deployed as the result of improper after market wiring.

We are very sorry about this most unfortunate incident however based on our inspection of your vehicle it has been determined it was not the result of any type of manufacturing defect.

Thank you for allowing us to address your concerns in this matter.

Very truly yours,



Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.

Case Report - 200612111834

Customer/Caller Summary:

Customer Name/Address:

[Redacted]
Reston, VA
[Redacted]

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Product; Abnormal Condition; Air Bags- Front; Deploy
Case Type: Priority
Contact Method: Phone
Cust Attitude: Concerned
Coding Type: Complaint
Category: Product
Problem Area: Abnormal Condition
Component: Air Bags- Front
Condition: Deploy
VIN: 2T1BR32E83C [Redacted]
Dofu: 10/01/2002
Current Miles: 71000
Incident Miles: 70500
Model Year: 2003
Model Name: Corolla
Region: CAT
District: D
Dealer 1: Koons Tysons Toyota, 45050
Selling Dealer: Koons Tysons Toyota, 45050

Case History:

Caller Seeks: for toy to inspect veh and replace air bags if defective.
CAC Stated: NCR forwarding case to region.

*** PHONE LOG 12/11/2006 03:00:24 PM TTsai
Caller states: only son [Redacted] got in veh, turned on veh, closed doors, put on seat belt and both front air bags deployed. veh was not moving, in park. son is reg on insurance as operator, clear day parked at university, no MIL, Son was not hurt, and is currently in class. Purch veh used, does not know if its been in any previous accidents, happened on 12/05/2006, insurance(all state#3906994490) sts that they would not do anything, and dlr sts to contact CEC.

*** SUBCASE 200612111834-1 CREATED 12/12/2006 06:56:19 AM KSpillane

*** NOTES 12/12/2006 08:16:37 AM KSpillane
+OUTGOING CALL TO DLR+ NCR l/m for SM Peter Onderchain and provided direct #.

*** NOTES 12/12/2006 08:42:58 AM KSpillane
+INCOMING CALL FROM DLR+ SM Peter Onderchain sts cust contacted him to adv of situation, but did not have possession of veh. Sts son entered veh and started eng and both air bags deployed.Sts adv cust to contact Toy.

*** NOTES 12/12/2006 12:41:26 PM KSpillane
+OUTGOING CALL TO CUST+ Cust sts is registered owner of veh and son drives veh to school. Sts veh was parked & both front air bags deployed after starting the veh. Sts veh was taken to body shop and insurance sent inspector & adv not covered due to veh not being involved in an accident. Sts dlr adv to contact CEC. Sts sks to have air bags inspected & assist by Toy to rpr air bags. Sts ok to call son on home #. NCR adv will f/u after obtaining info.

*** NOTES 12/12/2006 12:48:02 PM KSpillane
+OUTGOING CALL TO CUST+ NCR spk to son, Cesaer Devers and he sts he was in drivers seat and no passengers. He sts pass air bag broke front windshield and drivers air bag made contact with him, but did not injure him. Sts veh was not moving. Sts no air bag warning was on.

*** NOTES 12/12/2006 02:40:34 PM KSpillane
+INTERNAL TO TMS+
+OUTGOING CALL TO REGION+ NCR spk to CR Sup Lee Bezelik and adv, per Paul Timberlake, case is to be treated as a product issue and reviewed by region. NCR sent case to region for review, per LBezelik.

*** NOTES 12/12/2006 02:43:24 PM KSpillane
+OUTGOING CALL TO CUST+ NCR adv cust case will be forwarded to region for review. Cust understood and thanked.

*** SUBCASE 200612111834-1 CLOSED 12/12/2006 02:44:03 PM KSpillane

*** NOTES 12/14/2006 06:12:42 AM ABaker2
Cust c/b seeks to speak with KSpillane. ncr apol & adv cust case manager is not avail and will forward for a c/b within 1 bus day. ncr adv cust his concerns have been doc

*** NOTES 12/14/2006 09:38:01 AM LBezelik800
Lft cus vm msg to call Rgn at 410-760-1500 and asked to speak to Lee Bezelik in Customer Service. Msg included the process of 30 days to complete insp and 30 days to send letter with status.

*** NOTES 12/14/2006 10:01:56 AM KSpillane
+OUTGOING CALL TO CUST+ NCR l/m on alt # and adv returning call. NCR adv regional office l/m earlier and suggest to contact office at # provided and if any other questions, welcome to c/b and provided 800 # and x 73037.

*** NOTES 12/18/2006 07:37:13 AM LBezelik800
ETS to inspect veh at Northern Virginia Body Shop on Wednesday, December 20, 2006.

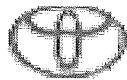
*** NOTES 12/22/2006 07:39:54 AM LBezelik800
ETS submitted report. Rgn submitted to TMS Legal, Carole Hargrave for review.

*** NOTES 12/22/2006 08:45:06 AM LBezelik800
Returned cus 2 vm's from yesterday (Rgn Rep not available on 12/21). Lft msg for cus that Rgn forwarded information to TMS, Carole Hargrave for review. Adv'd cus Rgn will not be available until Thursday, Dec 28 for follow-up. Rgn also attempted to call on Alt # and lft msg that I have submitted info to California Hdqtrs and I do not know when TMS will get back to me.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	12/22/2006 08:45:11 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	12/22/2006 08:45:06 AM	LBezelik800	Log notes.
Rule Action	12/22/2006 07:40:02 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	12/22/2006 07:39:54 AM	LBezelik800	Log notes.
Rule Action	12/18/2006 07:37:17 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	12/18/2006 07:37:13 AM	LBezelik800	Log notes.
Notes	12/14/2006 10:01:56 AM	KSpillane	Log notes.
Rule Action	12/14/2006 09:38:08 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	12/14/2006 09:38:01 AM	LBezelik800	Log notes.
CPU Updated	12/14/2006 07:57:01 AM	SAbolian	Cust Prof Upd - Updated for VIN: 2T1BR32E83C [REDACTED] Customer: [REDACTED], [REDACTED] [REDACTED] Reston, VA [REDACTED]
Accept	12/14/2006 07:49:02 AM	LBezelik800	from Queue CAT to WIP FCR's.
Rule Action	12/14/2006 06:12:47 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	12/14/2006 06:12:42 AM	ABaker2	Log notes.
Dispatch	12/12/2006 02:47:49 PM	KSpillane	Action Region.
Chg Status	12/12/2006 02:47:49 PM	KSpillane	Case sent to region: CAT
CPU Updated	12/12/2006 02:47:21 PM	KSpillane	Cust Prof Upd - Updated for VIN: 2T1BR32E83C [REDACTED] Customer: [REDACTED], [REDACTED] [REDACTED] Reston, VA [REDACTED]
Modify	12/12/2006 02:47:07 PM	KSpillane	into WIP default and Status of Action CAC.
Yanked	12/12/2006 02:45:13 PM	KSpillane	Case grabbed from KSpillane to KSpillane's default WipBin.
Chg Status	12/12/2006 02:45:13 PM	KSpillane	Case yanked
Dispatch	12/12/2006 02:44:26 PM	KSpillane	Action Region.
Chg Status	12/12/2006 02:44:26 PM	KSpillane	Case sent to region: CAT
Subcase Close	12/12/2006 02:44:03 PM	KSpillane	Number = 200612111834-1, Status = Action CAC, Resolution Code = Full..
Notes	12/12/2006 02:43:24 PM	KSpillane	Log notes.
Modify	12/12/2006 02:43:24 PM	KSpillane	into WIP default and Status of Action CAC.
CPU Created	12/12/2006 02:41:04 PM	KSpillane	Cust Prof Upd - Created for VIN: 2T1BR32E83C [REDACTED] Customer: [REDACTED], [REDACTED] [REDACTED] Reston, VA [REDACTED]

Notes	12/12/2006 02:40:34 PM	KSpillane	Log notes.
Modify	12/12/2006 02:40:34 PM	KSpillane	into WIP default and Status of Action CAC.
Modify	12/12/2006 02:22:55 PM	KSpillane	into WIP default and Status of Action CAC.
Modify	12/12/2006 02:17:39 PM	KSpillane	into WIP default and Status of Action CAC.
Notes	12/12/2006 12:48:02 PM	KSpillane	Log notes.
Notes	12/12/2006 12:41:26 PM	KSpillane	Log notes.
Modify	12/12/2006 12:41:26 PM	KSpillane	into WIP default and Status of Action CAC.
Notes	12/12/2006 08:42:58 AM	KSpillane	Log notes.
Notes	12/12/2006 08:16:37 AM	KSpillane	Log notes.
Modify	12/12/2006 08:16:37 AM	KSpillane	into WIP default and Status of Action CAC.
Admin Subcase	12/12/2006 06:56:19 AM	KSpillane	Number = 200612111834-1, Created in WIP default with due date 12/12/2006 03:00:00 PM..
Modify	12/12/2006 06:55:41 AM	KSpillane	into WIP default and Status of Action CAC.
Set Originato	12/12/2006 06:55:28 AM	KSpillane	Set Originator: by KSpillane
Accept	12/12/2006 06:54:51 AM	KSpillane	from Queue Toyota Resolution Queue to WIP default.
Rule Action	12/11/2006 03:00:41 PM	rulemgr	Action Toyota Queue Notification of rule Toyota Queue Notification fired
Dispatch	12/11/2006 03:00:38 PM	TTsai	from WIP default to Queue Toyota Resolution Queue.
Modify	12/11/2006 03:00:24 PM	TTsai	into WIP default and Status of Action CAC.
Phone Log	12/11/2006 03:00:24 PM	TTsai	Start = 12/11/2006 02:43:39 PM, End = 12/11/2006 03:00:24 PM, Contact = [REDACTED]
Create	12/11/2006 02:43:39 PM	TTsai	Contact = [REDACTED] Priority = Customer, Status = Action CAC.



**Toyota Motor Sales USA, Inc
Legal Department**

200612111834



































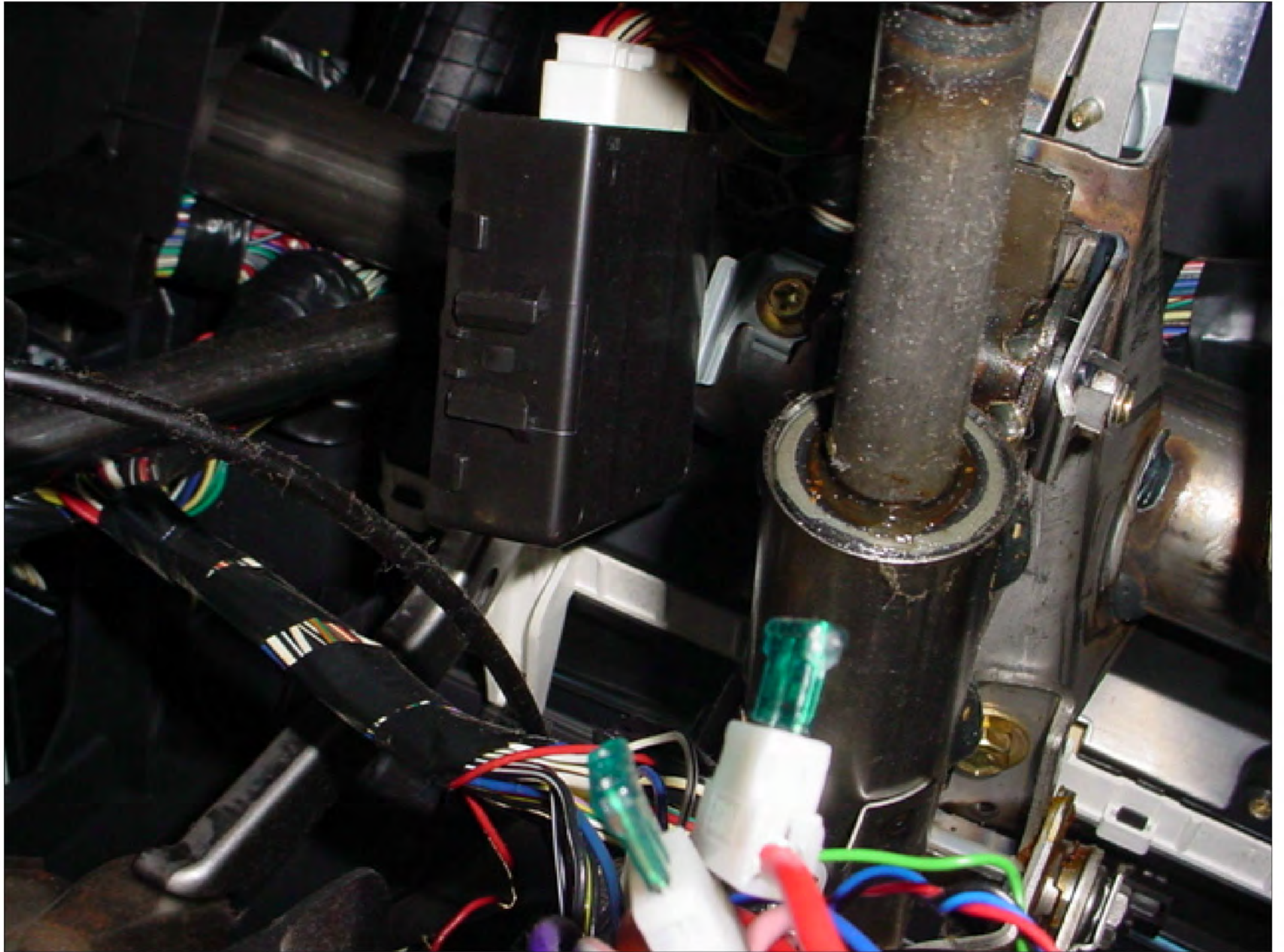






































EA12-001

TOYOTA

10-3-2012 DISC 3

Attachment-Response 4

Part 1

Case Report - 200701170727**Customer/Caller Summary:**

Customer Name/Address:

Tyngsboro, MA
999-999-9999

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Product; FCRP; Air Bags- Front; Deploy
Case Type: Priority
Contact Method: Phone
Cust Attitude: Concerned
Coding Type: Complaint
Category: Product
Problem Area: FCRP
Component: Air Bags- Front
Condition: Deploy
VIN: 2T1CG22P61C
Dofu: 07/23/2001
Current Miles: 0
Incident Miles: 0
Model Year: 2001
Model Name: Solara
Region: Boston
District: 0
Dealer 1: Boston Region, 20088
Selling Dealer: Toyota Of Nashua, 28009

Case History:

Caller Seeks: Inspect veh, receive fair market value for the veh & toy to store the veh pending resolution
CAC Stated: Cust attorney to be contacted w/in 3 bus days.

*** PHONE LOG 01/17/2007 10:51:43 AM SMOORE

Letter from claims dept. Cust attorney, anthony tarricone, 617-424-9100, sts 9-24-06, cust started veh and driver's air bag deployed, causing serious injuries. Claims rep, c. hargrave, requests region perform a fcrp inspection.

*** NOTES 01/17/2007 10:53:39 AM SMOORE

Per legal rep, c. hargrave, cust having veh towed to indep. Sts factory rep will need to contact cust attorney to make inspection arrangements. NCR forwarded email/letter, from cust attorney to rcr. c. ringer. Only attorney is to be contacted.

*** NOTES 01/18/2007 09:48:11 AM CRinger170

RCR called cust attorney Anthony Tarricone and left msg to c/b to setup an inspection date. RCR is now waiting for c/b.

*** NOTES 01/24/2007 08:36:33 AM CRinger170

RCR called Anthony Tarricone again on 1/24/07 and left a msg with his receptionist to have him call the RCR Craig Ringer to setup a poss inspection date of 1/30/07. RCR is waiting for c/b.

*** NOTES 01/24/2007 02:09:53 PM CRinger170

RCR rcvd a msg from attorney Anthony Tarricone to have RCR call him back in regards to an inspection. RCR c/b Anthony and told him that 1/30/07 was the only day that the FTS CL would be available for an inspection. Anthony sts that may not be a good day for him and he may need to wait until the 2/19/07 to have the inspection done at the earliest. RCR sts will call FTS CL first thing on 1/25/07 to see if any other days have become available for him besides 1/30/07.

*** NOTES 01/25/2007 07:38:49 AM CRinger170

Anthony left msg w/ RCR, sts 2/19/07 would not be a good day for him to have the inspection and for the RCR to call him back.

*** NOTES 01/25/2007 07:44:29 AM CRinger170

RCR c/b Anthony, Anthony sts 2/21 - 2/23 are open for him to have the inspection done and at Toyota of Nashua would be fine. Anthony asked if Toyota of Nashua had a flatbed truck that could bring the veh from owner's home to dlr. RCR sts that they probably do not but will call dlr and find out and get back to Anthony. Anthony would also like to have something written up and sent to him w/ a brief description on

what will be inspected.

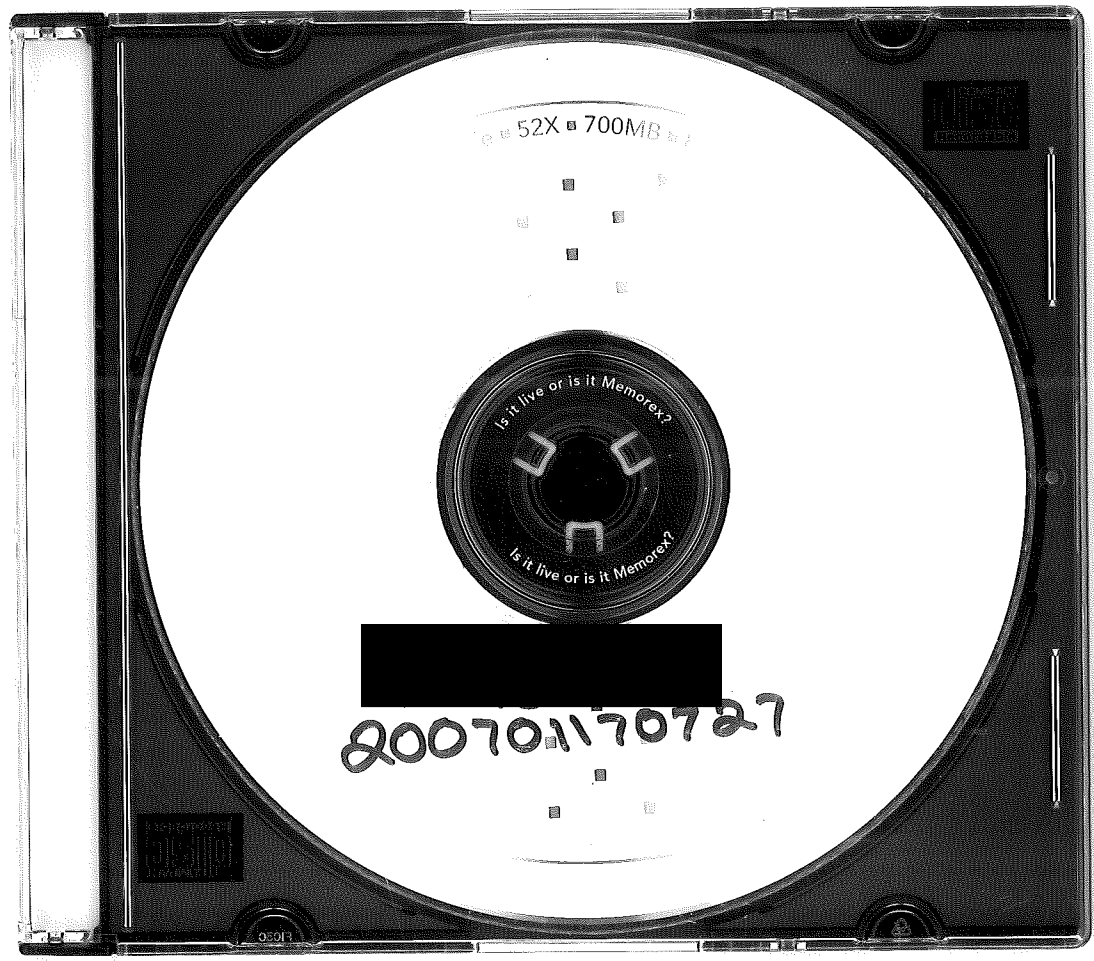
*** NOTES 02/23/2007 08:11:50 AM CRinger170
The inspection was setup for 2/22/07 at 9:00am.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Rule Action	02/23/2007 08:12:01 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	02/23/2007 08:11:50 AM	CRinger170	Log notes.
Rule Action	01/25/2007 07:44:32 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/25/2007 07:44:29 AM	CRinger170	Log notes.
Rule Action	01/25/2007 07:39:02 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/25/2007 07:38:49 AM	CRinger170	Log notes.
Rule Action	01/24/2007 02:10:02 PM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/24/2007 02:09:53 PM	CRinger170	Log notes.
Rule Action	01/24/2007 08:36:44 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/24/2007 08:36:33 AM	CRinger170	Log notes.
Yanked	01/19/2007 09:36:45 AM	CRinger170	Case grabbed from SMOore to CRinger170's default WipBin.
Chg Status	01/19/2007 09:36:45 AM	CRinger170	Action Region
Rule Action	01/18/2007 09:48:18 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/18/2007 09:48:11 AM	CRinger170	Log notes.
Dispatch	01/17/2007 11:00:03 AM	SMoore	Action Region to Boston
Chg Status	01/17/2007 11:00:03 AM	SMoore	Case sent to region: Boston
Notes	01/17/2007 10:59:17 AM	SMoore	Log notes.
Notes	01/17/2007 10:58:58 AM	SMoore	Log notes.
Modify	01/17/2007 10:58:01 AM	SMoore	into WIP default and Status of Action CAC.
Notes	01/17/2007 10:53:39 AM	SMoore	Log notes.
Phone Log	01/17/2007 10:51:43 AM	SMoore	Start = 01/17/2007 10:46:31 AM, End = 01/17/2007 10:51:43 AM, Contact = [REDACTED]
Create	01/17/2007 10:46:31 AM	SMoore	Contact = [REDACTED], Priority = Customer, Status = Action CAC.

TOYOTA

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501

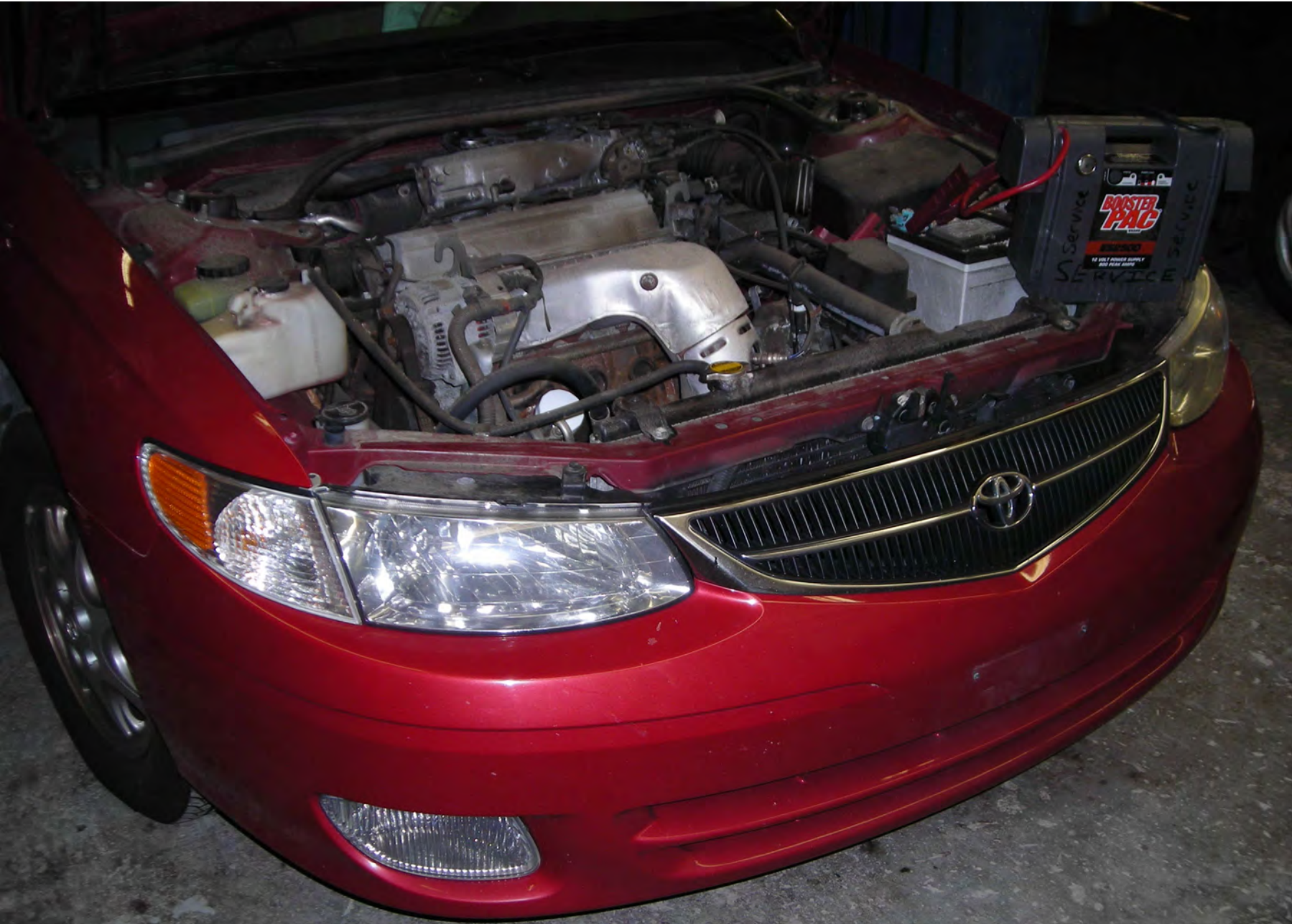


52X 700MB



200701170727





**BOOSTER
PAC**

Service

Service

12 VOLT 7 AMPHOUR SLIMLINE
DIESEL FUEL SYSTEM





BOOSTER PAC

ES2500

12 VOLT POWER SUPPLY

Service
SERVICE











TOYOTA



Solara

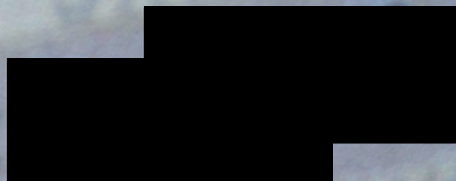








2T1CG22P61C





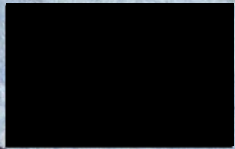
2742981

COOLANT
冷却液

POWER STEERING
FLUID
COOLANT
OPEN
CLOSE
CHECK THE OIL
LEVEL



2T1CG22P61C





2F1C622P61C [REDACTED]

kg (900 lbs)

P205, 60R16 91R

GHT

1M2FE (3.0L)

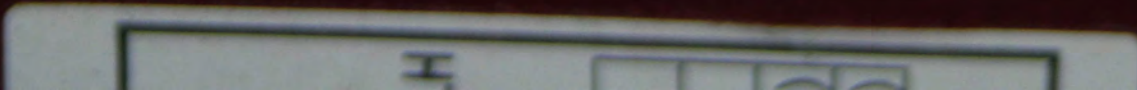
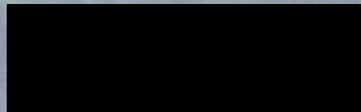
FRONT REAR

200 (29) 200 (29)

220 (32) 220 (32)

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2T1CG22P61C







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2F1CG22P61C [REDACTED]
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2T1G622P641



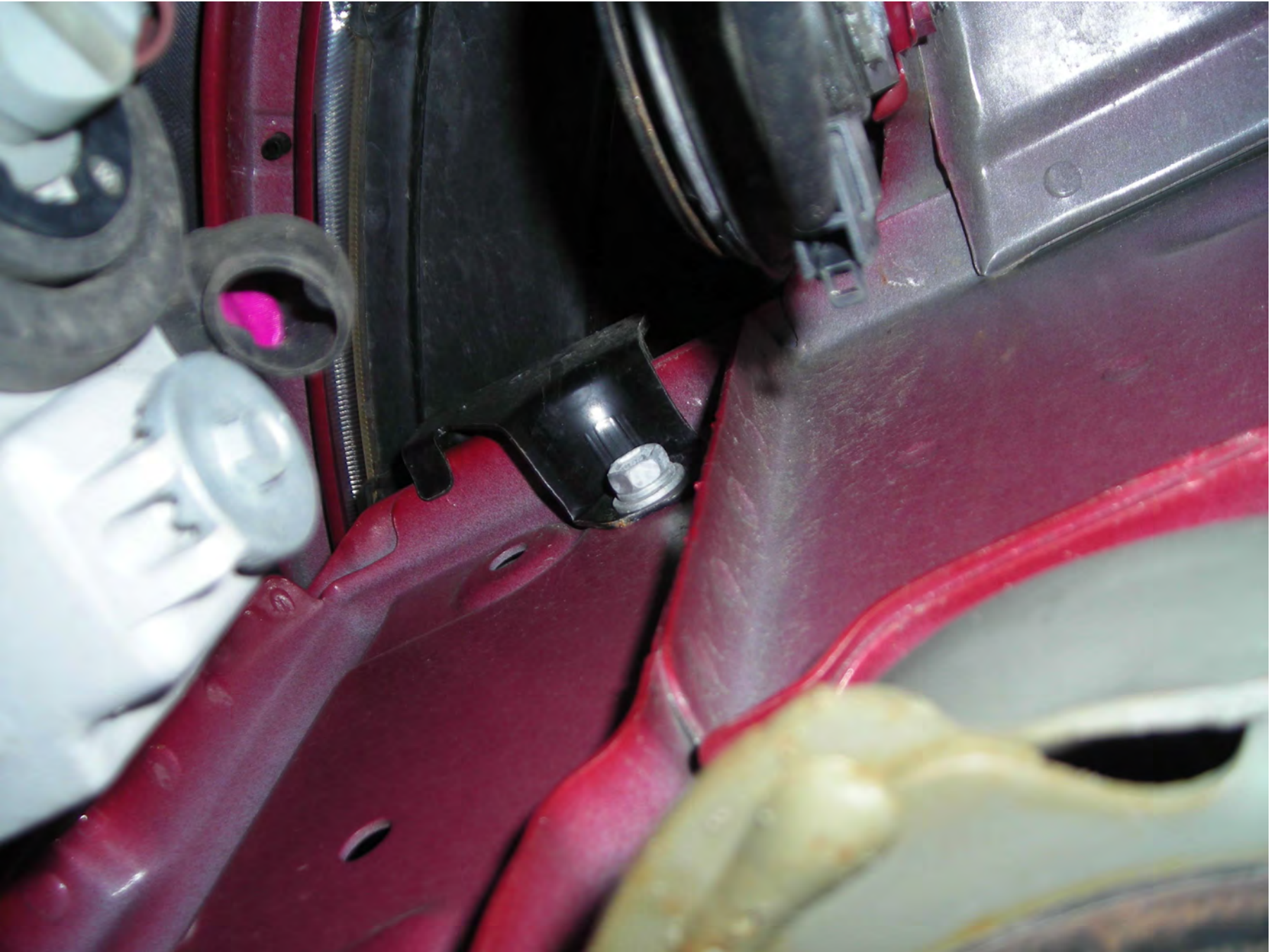








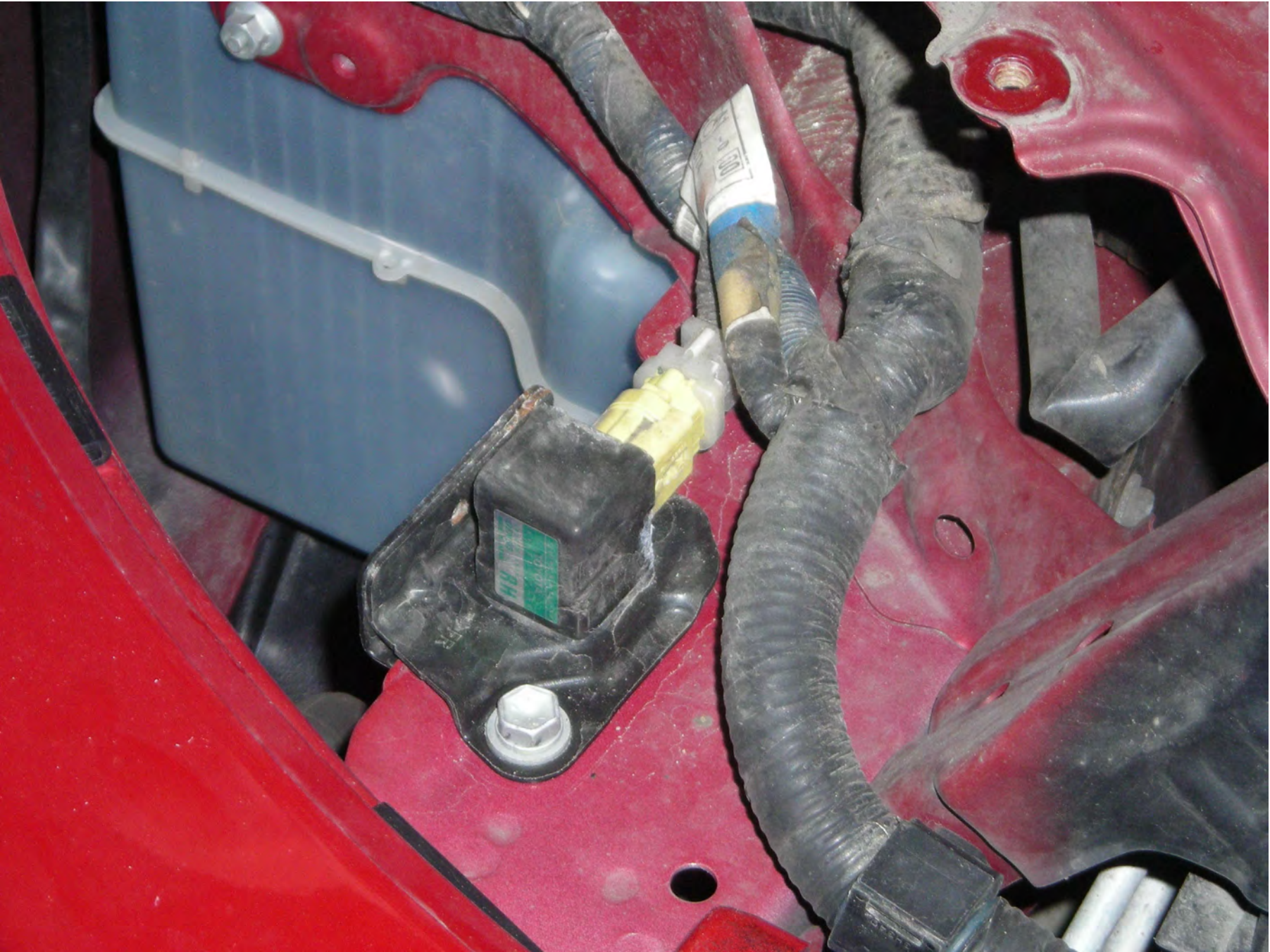
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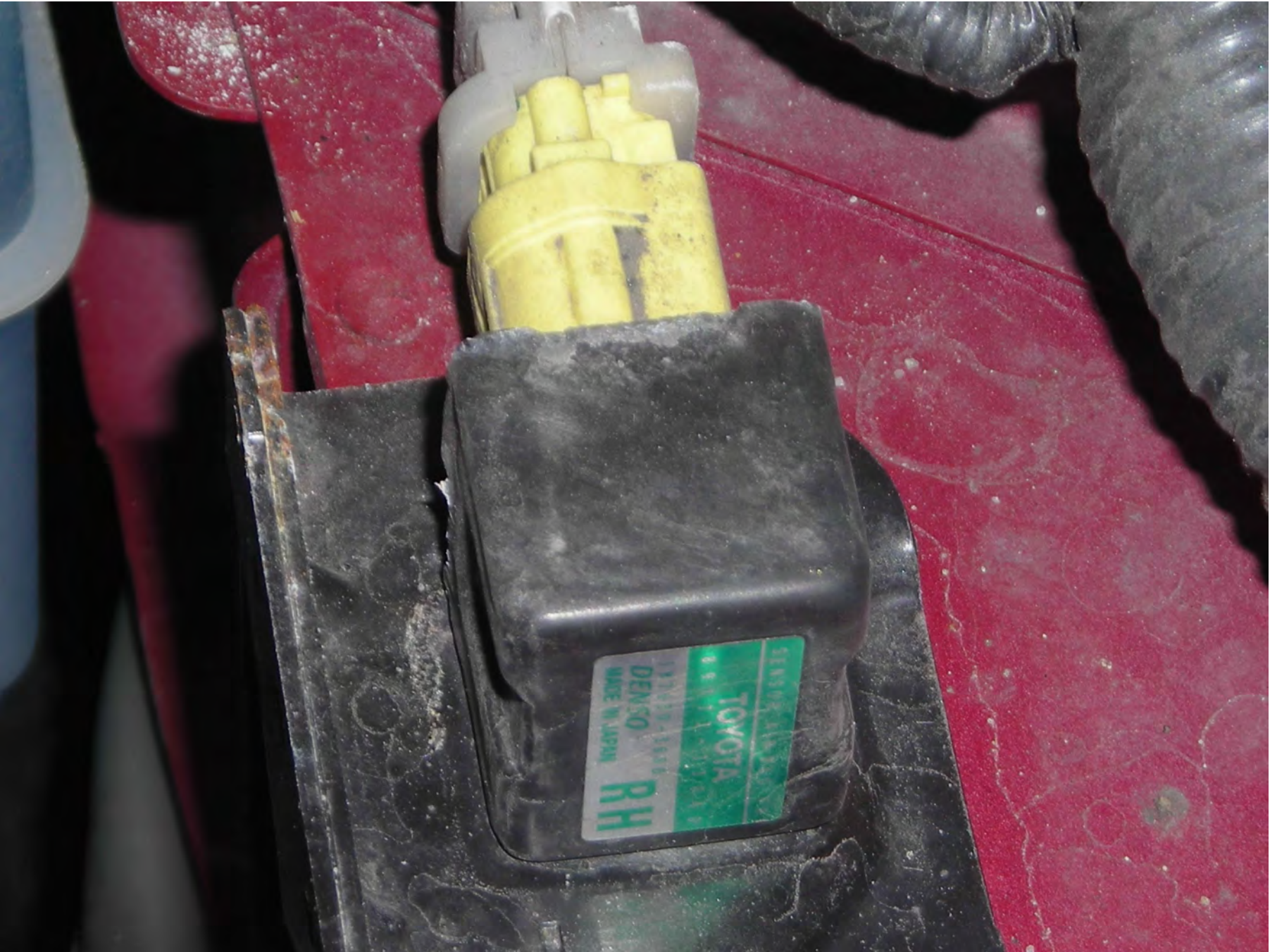








MADE IN JAPAN
DENSO
LH
124000-0000

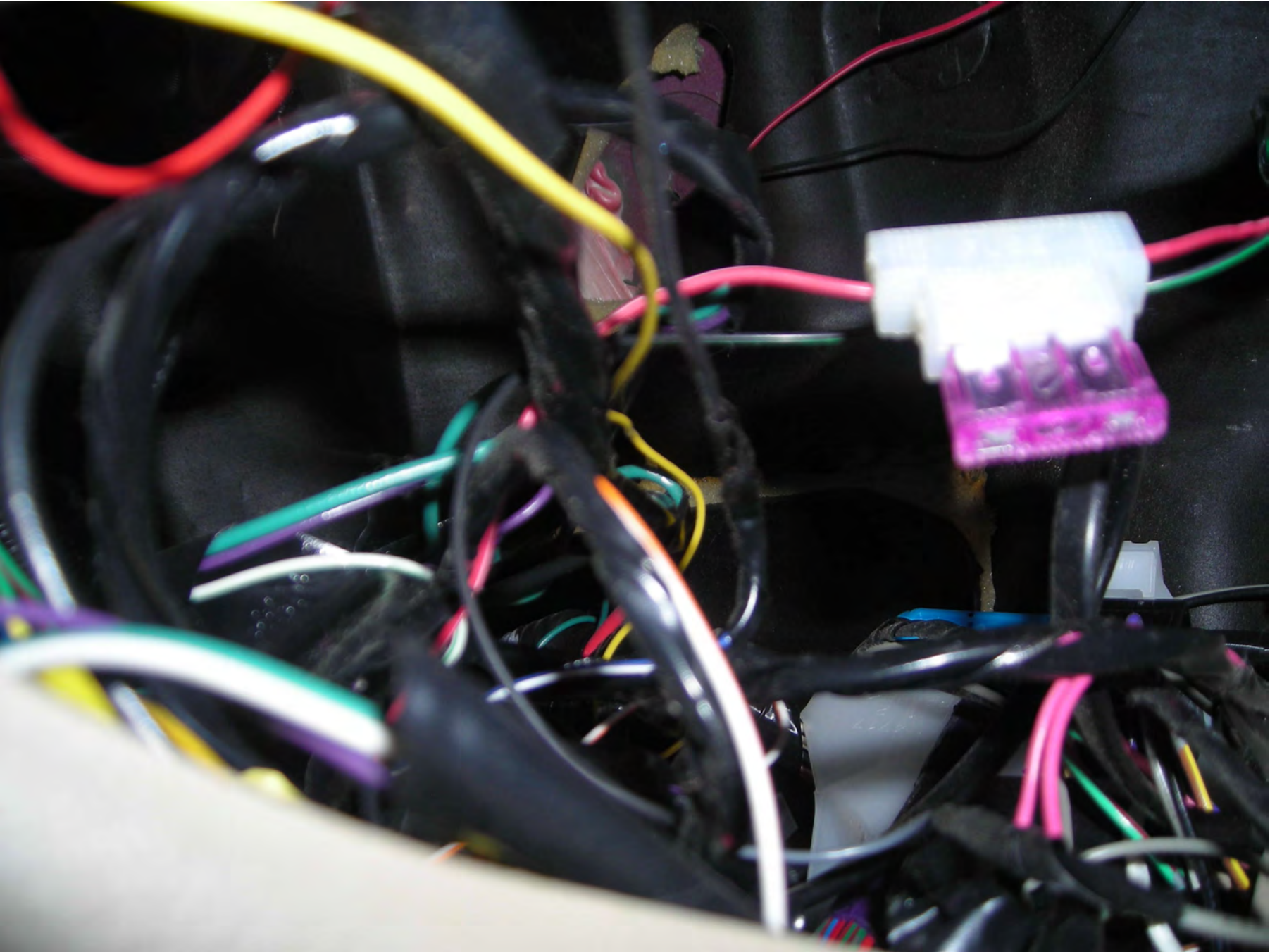


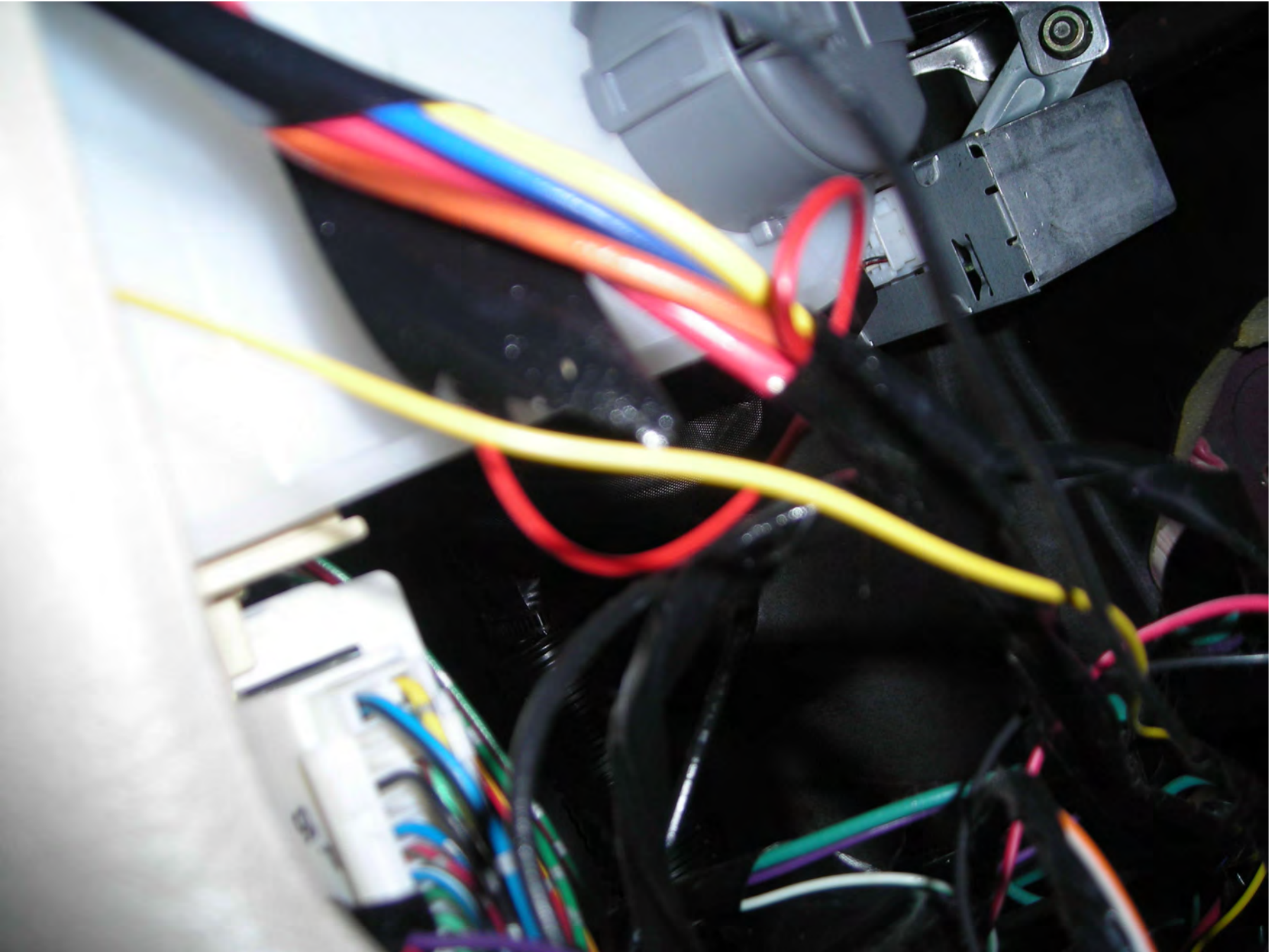
SENSOR ASSEMBLY
TOYOTA
DENSO
MADE IN JAPAN
RH



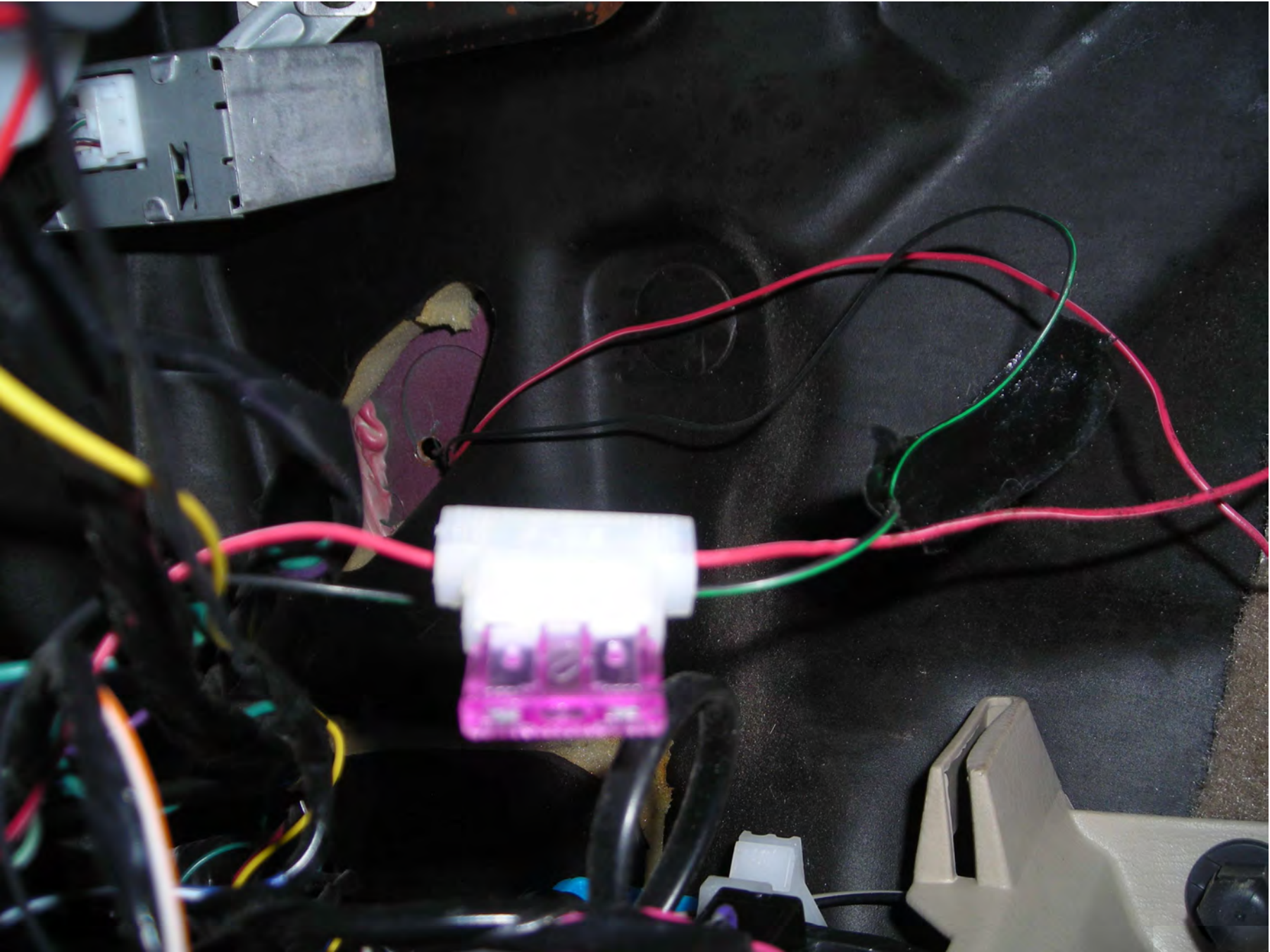
















MPH

km/h

ODO

72232



EXPLOSIVE
GAS

SHIELD
EYES

▲ DANGER/POISON

NO
SMOKING

SULFURIC
ACID

WATER SEPARATOR

HYDRA-CELL

FORWARD

DAWN

ON

LEVEL

DOWN

WATER

SEPARATOR

WATER SEPARATOR

HYDRA-CELL

FORWARD

DAWN

ON

LEVEL

DOWN

WATER

SEPARATOR



TOYOTA

Writers Direct Telephone (310) 468-5027
Writers Direct Fax (310) 381-6317

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501

June 16, 2009

Byron G. Mousmoules
O'CONNOR & ASSOCIATES, LLC
Attorneys At Law
100 State Street – Fourth Floor
Boston, MA 02109-2306

RE: [REDACTED]

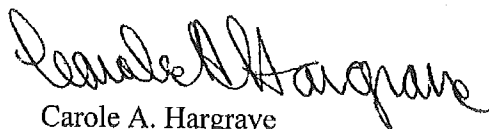
Date of Loss: September 24, 2006
Vehicle: 2001 Toyota Solara
VIN #: 2T1CG22P61C [REDACTED]

Dear Mr. Mousmoules:

Enclosed you will find our check number [REDACTED] in the amount of \$25,000, payable to [REDACTED] as her attorneys.

Thank you for your help in bringing this matter to a satisfactory conclusion for all parties.

Very truly yours,



Carole A. Hargrave
Claims Manager
Toyota Motor Sales, USA Inc.

**O'CONNOR & ASSOCIATES, LLC
ATTORNEYS AT LAW**

100 STATE STREET – FOURTH FLOOR
BOSTON, MASSACHUSETTS 02109-2306

TELEPHONE (617) 723-7201
FACSIMILE (617) 723-7202

Byron G. Mousmoules
bmousmoules@oconnorllc.com

June 12, 2009

VIA E-MAIL ONLY

Mr. Wade Loud
Sr. Claim Representative
ACADIA INSURANCE CO.
290 Donald Lynch Blvd.
P.O. Box 9168
Marlborough, MA 01752

Carole A. Hargrave
Claims Manager
TOYOTA MOTOR SALES USA INC.
19001 South Western Ave.
Torrance, CA 90501

RE: [REDACTED] v. Toyota of Nashua
Claim No. [REDACTED]
DOL: September 24, 2006

Dear Mr. Loud and Ms. Hargrave:

Enclosed please find the release which has been executed by
[REDACTED] Form W-9.

Kindly arrange to have your respective settlement checks
(\$25,000 from Toyota Motor Sales USA; \$175,000 from Acadia
Insurance) made payable to "Kreindler & Kreindler LLP, Attorneys
for Karen Mitchell" and forward them to my attention. I will
then forward them to plaintiff's counsel.

Thank you for your assistance with this matter.

Very truly yours,

Byron G. Mousmoules

BGM:pam
Enc.

RELEASE/HOLD HARMLESS/INDEMNITY AGREEMENT

I/We, [REDACTED] being of lawful age, for the consideration of Two Hundred Thousand Dollars (\$200,000) to the undersigned in hand paid (\$175,000 paid on behalf of Toyota of Nashua, Inc. and \$25,000 paid on behalf of Toyota Motor Sales, U.S.A., Inc.), do for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, hereby release, and forever discharge Toyota of Nashua, Inc., Acadia Insurance Co., Toyota Motor Sales, U.S.A., Inc., as well as all Toyota subsidiaries, and dealers and affiliates, hereinafter known as Releasee(s), his or their successors and assigns, heirs, executors, and administrators, from any and every claim, demand, right or cause of action, of whatever kind or nature, on account of or in any way growing out of any and all personal injuries and consequences thereof, including any injuries which may exist but which at this time are unknown and unanticipated and which may develop at some time in the future, all unforeseen developments arising from known injuries, and any and all property damage resulting or to result from an accident which occurred on or about September 24, 2006, where the driver's side airbag in a 2001 Toyota Solara VIN 2T1CG22P61C [REDACTED] deployed and especially all liability arising out of said accident including, but not limited to, all liability for contribution and/or indemnity.

I/We hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/out judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters not contained herein, made by the Releasee(s), or by anyone representing him or them, or by any physician or surgeon by him or them employed.

I/We hereby declare that the undersigned will indemnify and save harmless the Releasee(s) from any and every claim and demand, of every kind or character which may ever be asserted by reason of said injuries, illnesses or disease or the effects or consequences thereof, or damage to property or person, brought by the Releasor or anyone subrogated to the right of Releasor which arise from the injuries, damages, or expenses resulting from the above-described accident, or otherwise claiming by or through Releasor or as a result of this occurrence, including but not limited to, personal injury protection benefits, medical payment benefits, hospital payment benefits, and any and all other subrogation claims of any kind.

I/We understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the Releasee(s), by whom liability is expressly denied.

This release expressly reserves all right of the Releasee(s), on whose behalf payment is made and the rights of all persons in privity or connected with them and reserves to them their right to pursue their legal remedies, if any, against the undersigned or any liable parties.

[REDACTED] agrees that in return for this settlement she agrees to subrogate all remaining litigation rights and causes of action relating to the subject incident, including, but not limited to Gold Seal, GS Audio Works, and GS Audioworks, LLC, to Acadia Insurance, which will include transfer of title of the subject vehicle to that person or entity designated by Acadia Insurance.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/We further state that I/We have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

IN WITNESS WHEREOF I/we have hereunto set my hand this 4th day of June, 2009.

Signed

A large black rectangular redaction box covering the signature of the party.

Witnessed

A large black rectangular redaction box covering the signature of the witness.

RELEASE/HOLD HARMLESS/INDEMNITY AGREEMENT

I/We, [REDACTED] being of lawful age, for the consideration of Two Hundred Thousand Dollars (\$200,000) to the undersigned in hand paid (\$175,000 paid on behalf of Toyota of Nashua, Inc. and \$25,000 paid on behalf of Toyota Motor Sales, U.S.A., Inc.), do for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, hereby release, and forever discharge Toyota of Nashua, Inc., Acadia Insurance Co., Toyota Motor Sales, U.S.A., Inc., as well as all Toyota subsidiaries, and dealers and affiliates, hereinafter known as Releasee(s), his or their successors and assigns, heirs, executors, and administrators, from any and every claim, demand, right or cause of action, of whatever kind or nature, on account of or in any way growing out of any and all personal injuries and consequences thereof, including any injuries which may exist but which at this time are unknown and unanticipated and which may develop at some time in the future, all unforeseen developments arising from known injuries, and any and all property damage resulting or to result from an accident which occurred on or about September 24, 2006, where the driver's side airbag in a 2001 Toyota Solara VIN 2T1CG22P61C [REDACTED] deployed and especially all liability arising out of said accident including, but not limited to, all liability for contribution and/or indemnity.

I/We hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/out judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters not contained herein, made by the Releasee(s), or by anyone representing him or them, or by any physician or surgeon by him or them employed.

I/We hereby declare that the undersigned will indemnify and save harmless the Releasee(s) from any and every claim and demand, of every kind or character which may ever be asserted by reason of said injuries, illnesses or disease or the effects or consequences thereof, or damage to property or person, brought by the Releasor or anyone subrogated to the right of Releasor which arise from the injuries, damages, or expenses resulting from the above-described accident, or otherwise claiming by or through Releasor or as a result of this occurrence, including but not limited to, personal injury protection benefits, medical payment benefits, hospital payment benefits, and any and all other subrogation claims of any kind.

I/We understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the Releasee(s), by whom liability is expressly denied.

This release expressly reserves all right of the Releasee(s), on whose behalf payment is made and the rights of all persons in privity or connected with them and reserves to them their right to pursue their legal remedies, if any, against the undersigned or any liable parties.

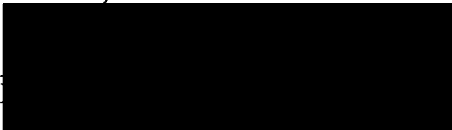
[REDACTED] agrees that in return for this settlement she agrees to subrogate all remaining litigation rights and causes of action relating to the subject incident, including, but not limited to Gold Seal, GS Audio Works, and GS Audioworks, LLC, to Acadia Insurance, which will include transfer of title of the subject vehicle to that person or entity designated by Acadia Insurance.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/We further state that I/We have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

IN WITNESS WHEREOF I/we have hereunto set my hand this ^{4th} day of ^{June},
2009.

Signed



Witnessed



RELEASE/HOLD HARMLESS/INDEMNITY AGREEMENT

I/We, [REDACTED] being of lawful age, for the consideration of Two Hundred Thousand Dollars (\$200,000) to the undersigned in hand paid (\$175,000 paid on behalf of Toyota of Nashua, Inc. and \$25,000 paid on behalf of Toyota Motor Sales, U.S.A., Inc.), do for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, hereby release, and forever discharge Toyota of Nashua, Inc., Acadia Insurance Co., Toyota Motor Sales, U.S.A., Inc., as well as all Toyota subsidiaries, and dealers and affiliates, hereinafter known as Releasee(s), his or their successors and assigns, heirs, executors, and administrators, from any and every claim, demand, right or cause of action, of whatever kind or nature, on account of or in any way growing out of any and all personal injuries and consequences thereof, including any injuries which may exist but which at this time are unknown and unanticipated and which may develop at some time in the future, all unforeseen developments arising from known injuries, and any and all property damage resulting or to result from an accident which occurred on or about September 24, 2006, where the driver's side airbag in a 2001 Toyota Solara VIN 2T1CG22P61C [REDACTED] deployed and especially all liability arising out of said accident including, but not limited to, all liability for contribution and/or indemnity.

I/We hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/out judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters not contained herein, made by the Releasee(s), or by anyone representing him or them, or by any physician or surgeon by him or them employed.

I/We hereby declare that the undersigned will indemnify and save harmless the Releasee(s) from any and every claim and demand, of every kind or character which may ever be asserted by reason of said injuries, illnesses or disease or the effects or consequences thereof, or damage to property or person, brought by the Releasor or anyone subrogated to the right of Releasor which arise from the injuries, damages, or expenses resulting from the above-described accident, or otherwise claiming by or through Releasor or as a result of this occurrence, including but not limited to, personal injury protection benefits, medical payment benefits, hospital payment benefits, and any and all other subrogation claims of any kind.

I/We understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the Releasee(s), by whom liability is expressly denied.

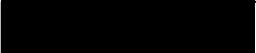
This release expressly reserves all right of the Releasee(s), on whose behalf payment is made and the rights of all persons in privity or connected with them and reserves to them their right to pursue their legal remedies, if any, against the undersigned or any liable parties.

[REDACTED] agrees that in return for this settlement she agrees to subrogate all remaining litigation rights and causes of action relating to the subject incident, including, but not limited to Gold Seal, GS Audio Works, and GS Audioworks, LLC, to Acadia Insurance, which will include transfer of title of the subject vehicle to that person or entity designated by Acadia Insurance.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/We further state that I/We have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

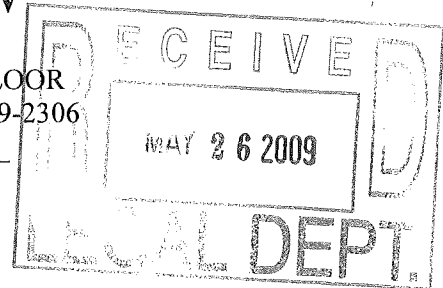
IN WITNESS WHEREOF I/we have hereunto set my hand this ____ day of _____, 2009.

Signed _____ Witnessed _____


**O'CONNOR & ASSOCIATES, LLC
ATTORNEYS AT LAW**

100 STATE STREET – FOURTH FLOOR
BOSTON, MASSACHUSETTS 02109-2306

TELEPHONE (617) 723-7201
FACSIMILE (617) 723-7202



Byron G. Mousmoules
bmousmoules@oconnorllc.com

May 20, 2009

Carole A. Hargrave
Claims Manager
TOYOTA MOTOR SALES USA INC.
19001 South Western Avenue
Torrance, CA 90501

RE: [REDACTED] **v. Toyota of Nashua**
Claim No. [REDACTED]
DOL: September 24, 2006

Dear Ms. Hargrave:

We are pleased to advise that a settlement has been reached. The total settlement amount is \$200,000, of which Toyota Motor Sales U.S.A. will contribute \$25,000.

We are in the process of preparing a release, and it will be forwarded to you for your review and approval.

The settlement draft should be made out to Kreindler & Kreindler, LLP, attorneys for [REDACTED]. The tax identification number for their firm is 13-5617697.

In the interim if you have any questions, I am at your disposal.

Very truly yours,

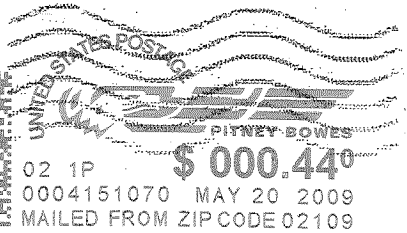
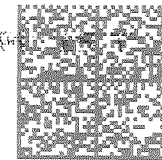

Byron G. Mousmoules

BGM:pam

O'CONNOR & ASSOCIATES, LLC
100 STATE STREET - FOURTH FLOOR
BOSTON, MASSACHUSETTS 02109-2306

BOSTON MA 021

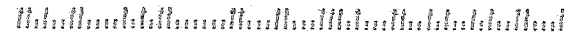
20 MAY 2009 PM



H011

Carole A. Hargrave
Claims Manager
TOYOTA MOTOR SALES USA INC.
19001 South Western Avenue
Torrance, CA 90501

0000141408



Carole Hargrave/TMS/Toyota
05/19/2009 08:39 AM

To "Byron Mousmoules" <bmousmoules@oconnorllc.com>
cc
bcc
Subject Re: Karen Mitchell settlement

Please name "Toyota Motor Sales, U.S.A., Inc., as well as all Toyota subsidiaries, and dealers and affiliates, " in the release and add the following hold harmless wording.

As additional consideration for the payments described above, Claimant hereby agrees to indemnify and hold harmless Defendants, their agents, employees, successors, predecessors in interest, subsidiaries, affiliates, dealers, and assigns, against any and

all loss or expense from any and all claims, demands and actions that may now or hereafter at any time be brought by the Claimant or anyone subrogated to the right of Claimant which arise from the injuries, damages, or expenses resulting from the above-described accident, or otherwise claiming by or through Claimant or as a result of this occurrence, including but not limited to, personal injury protection benefits, medical payment benefits, hospital payment benefits, and any and all other subrogation claims of any kind.

As soon as I get the payee information, signed release and completed w-9 form for the claimant's attorney firm (attached) I will forward our check to you.

Congratulations on the settlement and if you have any questions or need anything else just let me know.

Carole



W-9 Form.pdf

"Byron Mousmoules" <bmousmoules@oconnorllc.com>



"Byron Mousmoules"
<bmousmoules@oconnorllc.com>

05/19/2009 06:23 AM

To <Carole_Hargrave@Toyota.com>

cc

Subject [REDACTED] settlement

Ms. Hargrave,

We have settled the case for a total of \$200,000 with Toyota Motor Sales USA contributing \$25,000. Please advise who we should identify in the release, if any, in addition to Toyota Motor Sales USA,

[REDACTED] attorney will be providing me with the information needed for the settlement drafts, and that will be sent to you as soon as we receive it.

TOYOTA

Carole A. Hargrave
Claims Manager
(310) 468-5027
FAX (310) 381-6317
Carole_hargrave@toyota.com

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501

February 11, 2009

Byron G. Mousmoules
O'CONNOR & ASSOCIATES, LLC
Attorneys At Law
100 State Street – Fourth Floor
Boston, MA 02109-2306

RE: [REDACTED]
Date of Loss: September 24, 2006
Vehicle: 2001 Toyota Solara
VIN #: 2T1CG22P61C [REDACTED]

Dear Mr. Mousmoules:

This letter is in response to your recent telephone message. I attempted to fax a response to you at (617) 723-7202 but could not get the fax to go through.

We do not release the information that you have requested as this is a part of our work product. The diagnostic reading (which was all that was done) showed no codes other than the one indicating that the air bag was deployed.

Very truly yours,



Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A, Inc.

TOYOTA

Carole A. Hargrave
Claims Manager
Direct Phone (310) 468-5027
Fax (310) 381-6317
Carole_hargrave@toyota.com

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501

January 20, 2009

Byron G. Mousmoules
O'CONNOR & ASSOCIATES, LLC
Attorneys At Law
100 State Street – Fourth Floor
Boston, MA 02109-2306

RE: [REDACTED]

Date of Loss: September 24, 2006
Vehicle: 2001 Toyota Solara
VIN #: 2T1CG22P61C [REDACTED]

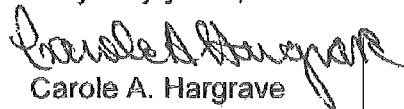
Dear Mr. Mousmoules:

This letter will serve to acknowledge our receipt of your letter dated January 8, 2009 in regards to the above referenced incident.

As you are aware we denied this claim to [REDACTED] attorney Anthony Tarricone on August 7, 2007 based on our inspection of the vehicle. The inspection showed *sufficient undercarriage damage* to deploy the air bags. We also found an after market alarm system that had been installed with modified wiring that also could have been the cause of the air bag deployment.

No defect was found and therefore we denied the claim based on our findings. We have no problem in defending this case in regards to any type of defect and do not settle any claims based on cost of litigation. I am willing to add \$25,000 to any settlement you make with the Plaintiffs attorney for a full release however this is the maximum we would be willing to contribute to any settlement.

Very truly yours,



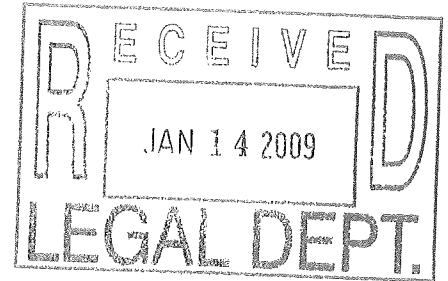
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.

**O'CONNOR & ASSOCIATES, LLC
ATTORNEYS AT LAW**

100 STATE STREET – FOURTH FLOOR
BOSTON, MASSACHUSETTS 02109-2306

TELEPHONE (617) 723-7201
FACSIMILE (617) 723-7202

Byron G. Mousmoules
bmousmoules@oconnorllc.com



January 8, 2009

CERTIFIED MAIL

RETURN RECEIPT REQUESTED #7007 0710 0004 8578 2127

Carole A. Hardgrave
Claims Manager
TOYOTA MOTOR SALES USA INC.
19001 South Western Avenue
Torrance, CA 90501

RE: [REDACTED] v. Toyota of Nashua
Claim No. [REDACTED]
DOL: September 24, 2006

Dear Ms. Hardgrave:

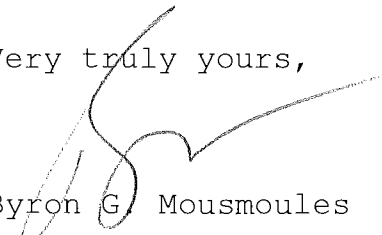
We are writing again in regards to the potential of settling this matter in the pre-litigation stages. As you know, Karen Mitchell suffered a broken arm when the airbag on her 2001 Toyota Camry VIN No. 2T1CG22P61C [REDACTED] deployed the driver's side airbag when [REDACTED] started the vehicle. This resulted in her suffering a broken arm, loss of work, property loss and medical expenses, totaling to approximately \$40,000.

The plaintiff has recently lowered her settlement demand from \$350,000 to \$250,000. Once again, we request that Toyota USA Motor Sales, Inc. participate with us in trying to resolve this matter short of the cost of litigation. We believe that it may be possible to obtain a settlement within the \$200,000 range. Successfully doing so would avoid the otherwise significant cost of defending against the plaintiff's lawsuit, which would undoubtedly be filed against our client and Toyota Motor Sales USA, Inc.


O'CONNOR & ASSOCIATES, LLC

I would appreciate it if you could contact me within the next several weeks so that we can discuss the situation.

Very truly yours,

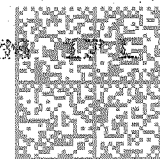
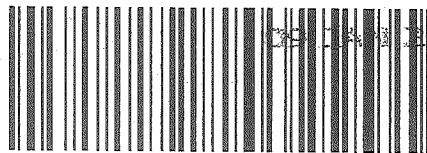

Byron G. Mousmoules

BGM:msg

cc: Wade Loud
Claim No. 

sgm
O'CONNOR & ASSOCIATES, LLC
100 STATE STREET - FOURTH FLOOR
BOSTON, MASSACHUSETTS 02109-2306

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™ BOSTON MA 021



02 1P
0004151070 JAN 09 2009
MAILED FROM ZIP CODE 02109
\$ 005.32⁰⁰

7007 0710 0004 8578 2127

CAROLE HARGRAVE
Route: Location:
HQ HQ11

01/14/09 08:27

1 of 1

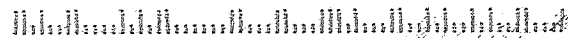


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Carole A. Hardgrave
Claims Manager
TOYOTA MOTOR SALES USA INC.
19001 South Western Avenue
Torrance, CA 90501

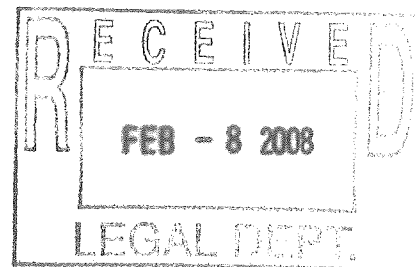
TOYOTA INSPECTED

905018195 0031



**O'CONNOR & ASSOCIATES, LLC
ATTORNEYS AT LAW**

100 STATE STREET - FOURTH FLOOR
BOSTON, MASSACHUSETTS 02109-2306



TELEPHONE (617) 723-7201
FACSIMILE (617) 723-7202

Byron G. Mousmoules
bmousmoules@oconnorllc.com

February 4, 2008

Carole A. Hardgrave
Claims Manager
TOYOTA MOTOR SALES USA INC.
19001 South Western Avenue
Torrance, CA 90501

RE: [REDACTED] v. Toyota of Nashua
Claim No. [REDACTED]
DOL: September 24, 2006

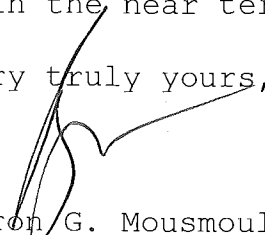
Dear Ms. Hardgrave:

As you should have noted from our correspondence of August 29, 2007, our offices represent Toyota of Nashua in this claim. We are herein tendering the defense and indemnification of this claim to Toyota Motor Sales USA. This is based upon the plaintiff's allegations of product defect. As you know, the claimed injury is asserted to have come as a result of a pre-deployment of the driver's side airbag, resulting in injuries to the owner, [REDACTED].

We also request all documentation in the possession of Toyota Motor Sales USA Inc. regarding the transfer and/or sale of the vehicle in question, VIN #2T1CG22P61C [REDACTED]

I look forward to your response in the near term.

Very truly yours,


Byron G. Mousmoules

BGM:msg
cc: Wade Loud
Claim No. [REDACTED]

O'CONNOR & ASSOCIATES, LLC

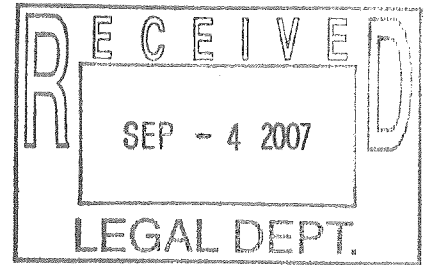
ATTORNEYS AT LAW

100 STATE STREET - FOURTH FLOOR
BOSTON, MASSACHUSETTS 02109-2306

TELEPHONE (617) 723-7201

FACSIMILE (617) 723-7202

ADMIN@OCONNORANDASSOCIATES.COM



August 29, 2007

Carole A. Hardgrave
Claims Manager
TOYOTA MOTOR SALES USA INC.
19001 South Western Ave.
Torrance, CA 90501

RE: [REDACTED] v. Toyota of Nashua

Claim No. [REDACTED]

DOL: September 24, 2006

Dear Ms. Hardgrave:

Our offices have been retained to represent the interests of Toyota of Nashua. We understand that an inspection of the vehicle owned by [REDACTED] VIN: 2T1CG22P61C [REDACTED] was made by Toyota in regards to her claim. We would appreciate it if any photographs depicting the portions of the vehicle inspected along with any documentation relevant to the findings of that inspection be provided to us. The plaintiff has issued a formal demand to our client pursuant to the Massachusetts Consumer Protection Act, General Laws Chapter 93A. In order to respond, we request that those photographs and documents be provided to us so that we may respond adequately.

Please feel free to contact my office or have legal counsel do so.

Very truly yours,


Byron G. Mousmoules

BGM/src/pam

cc: Wade Loud

TOYOTA

Writer's Direct Dial: (310) 468-5027
Writer's Direct Fax: (310) 381-6317
Carole_hargrave@toyota.com

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
310 468-4000
310 468-7808 Fax

August 7, 2007

VIA US MAIL

Anthony Tarricone
KREINDLER & KREINDLER LLP
277 Dartmouth Street
Boston, MA 02116

RE:

[REDACTED]
Date of Loss:
Vehicle:
VIN #:

September 24, 2006
2001 Toyota Solara
2T1CG22P61C [REDACTED]

Dear Mr. Tarricone:

This letter will serve to acknowledge our receipt of your letter and attachments dated August 1, 2007 in regards to the above referenced case.

You have made a demand however you have not furnished us with any type of medical documentation or loss of earnings documentation. In order to consider any type of demand we will first need for you to furnish us with all of [REDACTED] medical records and reports to include EMT reports and Emergency Room reports. We will also need documentation from [REDACTED] doctor indicating that she was unable to work, including any type of restrictions and the length of time for the restrictions. We will also need verification from her employer as to the time she missed from work, work restrictions etc. and the actual amount of wages she lost.

As stated in my letter of March 29, 2007 the vehicle is designed with a safeing system. When the vehicle is started the system goes through a six to eight second diagnostic check if it detects any mechanical issue the light will stay on and *the system will shut down at which time the air bag will not deploy.* I do understand that your client has stated that the vehicle was parked at the time the air bag deployed however the damage found to the undercarriage of the vehicle was sufficient to deploy the air bag in the vehicle. There was modified wiring found which could have also been related to the deployment of the air bag. However either of these issues would not constitute any type of manufacturing defect.

Please furnish us with the medical and loss of earnings documentation requested above. Thank you for your anticipated cooperation in this matter.

Very truly yours,



Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.



KREINDLER & KREINDLER LLP

277 Dartmouth Street
Boston, MA 02116-2805
(617) 424-9100
Fax: (617) 424-9120
www.kreindler.com

August 1, 2007

VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED

Toyota of Nashua
10 Marmon Drive
New England Auto Village
Nashua, NH 03060

Re: Claimant: [REDACTED]
Date of Injury: September 24, 2006

Demand Pursuant to Massachusetts General Laws c.93A

Dear Toyota of Nashua Representative:

This letter is a formal demand pursuant to the Massachusetts Consumer Protection Act, General Laws c. 93A.

This office represents [REDACTED] of Tyngsboro, Massachusetts, who was injured when the airbag in her 2001 Toyota Camry Solara deployed without an accident or impact. [REDACTED] is the owner of a model year 2001 Toyota Camry Solara, VIN No. 2T1CG22P61C [REDACTED] which she purchased new from Toyota of Nashua on July 19, 2001, with financing from Toyota Motor Credit Corporation. Toyota of Nashua sold the vehicle to [REDACTED] with a combination remote starter and car alarm, which was installed by Toyota of Nashua before delivery of the new vehicle. See Attached Appendix A, Toyota of Nashua Order and Invoice.

[REDACTED] initially asserted legal claims against Toyota Motor Sales U.S.A., Inc. and Toyota Motor Corporation (collectively "Toyota"), for personal injuries, property damage, and violation of the Massachusetts Consumer Protection Act, General Laws Chapter 93A. After being notified of [REDACTED] claims, Toyota arranged to have the vehicle inspected by one of its field technicians. The inspection was performed on February 21, 2007 at Toyota of Nashua. After the inspection, Toyota sent me a letter dated March 29, 2007, denying liability because of "substantial undercarriage damage" and "after market wiring." In the letter, Toyota stated that the airbag can deploy only "as a result of forward deceleration of the vehicle or modified wiring." See Attached Appendix B, letter of March 29, 2007 from Carol Hargrave of Toyota Motor Sales, U.S.A., Inc.

New York Office
100 Park Avenue
New York, NY 10017-5590
(212) 687-8181

Los Angeles Office
707 Wilshire Boulevard
Los Angeles, CA 90017-3613
(213) 622-6669

New Jersey Office
801 Franklin Avenue
Franklin Lakes, NJ 07417
(201) 343-7771

August 1, 2007
Toyota of Nashua
Re: [REDACTED]
-2-

Because the vehicle was not in motion when the airbag deployed and there is no undercarriage damage that could cause deployment, it is apparent that Toyota's position is that the unwarranted airbag deployment was caused by the installation of the after market wiring that was part of the remote starter and alarm installation. This "after market wiring" was installed by Toyota of Nashua before [REDACTED] took possession of and title to the vehicle, and the cost of the accessory was included in the sale price of the new vehicle as sold and delivered.

On behalf [REDACTED] I am providing Toyota of Nashua with this Demand for Settlement pursuant to the Massachusetts Consumer Protection Act, General Laws c. 93A, §9. Given Toyota's position that the after market wiring caused the airbag to deploy, Toyota of Nashua is responsible for [REDACTED] injuries and property damage. Please consider this letter formal demand for settlement of [REDACTED] claims for personal injury and property damage, and for violation of the Massachusetts Consumer Protection Act. The factual basis for [REDACTED] claims is set forth below:

On September 24, 2006, [REDACTED] who is a 32 year old registered nurse, suffered serious injuries when the driver's side front airbag in the subject vehicle deployed in circumstances clearly contrary to the intended design of the SRS airbag system. After entering the subject vehicle and closing the door, [REDACTED] started the car with the ignition key in the usual manner, and the driver's side front-impact airbag deployed without warning while the vehicle transmission was still in "park". The force of the airbag deployment caused a serious fracture of [REDACTED] left arm. This incident occurred while [REDACTED] was in the driver's seat; her husband Dave was in the right front passenger seat; and both doors were closed. The airbag deployment occurred within seconds of ignition.

The subject vehicle was equipped only with accessories installed by Toyota or Toyota of Nashua; and all service was performed by Toyota of Nashua, which sold the brand-new vehicle to [REDACTED]. The last service was on September 2, 2006, when [REDACTED] brought the vehicle in for service because the "check engine" indicator was illuminated. Toyota of Nashua performed service on September 2, 2006 and did not inform Ms. [REDACTED] of any defects in the vehicle that might cause unwarranted deployment of the airbag. To [REDACTED] knowledge, the SRS airbag system had never been serviced, except as part of Toyota-recommended and dealer-performed periodic maintenance.

The subject vehicle was designed, engineered, manufactured, sold, distributed and/or marketed by Toyota Motor Corporation, a Japanese corporation that sells and markets motor vehicles in the United States by and through Toyota Motor Sales U.S.A., Inc. Toyota of Nashua is an authorized Toyota dealer that sells new Toyota automobiles to the general public. In fact, Toyota of Nashua sold the subject vehicle to [REDACTED] and provided all service throughout the warranty period and beyond.

August 1, 2007
Toyota of Nashua

Re: [REDACTED]

-3-

Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc., (collectively, "Toyota"), marketed, advertised and represented that the subject vehicle was equipped with a Supplemental Restraint System that included airbags that Toyota expressly and impliedly represented were reasonably fit and suitable for their ordinary and intended purposes, including proper operation and deployment during an accident under conditions warranting deployment of the airbag. The Owner's Manual, which was published by Toyota and distributed by Toyota of Nashua with the subject vehicle when sold, states that *"the SRS (Supplemental Restraint System) front airbags are designed to provide further protection for the driver and front passenger in addition to the primary safety protection provided by the seat belts."* The Owner's Manual further states: *"In response to a severe frontal impact, the SRS front airbags work together with the seat belts to help reduce injury by inflating,"* which is described as above a *"designed threshold level comparable to an approximate 25 km/h (15 mph) collision when impacting straight into a fixed barrier...."*

The subject vehicle's driver's side front airbag did not operate as represented and as intended, in that it deployed at ignition, with the transmission in "park" and no impact whatsoever. The SRS front airbag obviously did not *"provide... further protection"* and, in fact, inflicted a severe orthopedic injury under foreseeable conditions of use. The subject vehicle and its SRS airbag system, without question, were not reasonably fit for their ordinary and intended purposes, and Toyota of Nashua therefore breached express and implied warranties with respect to the vehicle. Further, under Massachusetts law, a breach of warranty constitutes an unfair and deceptive trade practice in violation of General Laws c. 93A, § 2, which is actionable under General Laws c. 93A, § 9. See *Maillet v. ATF-Davidson Company, Inc.*, 407 Mass. 185, 193 (1990). Under the applicable provisions of c. 93A, an injured plaintiff may be entitled to attorneys' fees and double or treble damages in addition to compensatory damages.

After the airbag deployed on September 24, 2006, [REDACTED] was taken to the Emergency Room at Saints Memorial Hospital in Lowell, Massachusetts. She was examined and x-rayed, and it was determined that she had suffered a left ulna fracture. She was treated and discharged home.

[REDACTED] transferred her care to the Emerson Hospital in Concord, where she works as a Registered Nurse. Her orthopedic care was with Dr. John McInnis of Orthopedic Affiliates. [REDACTED] remained in a cast until December 1, 2006. She underwent Physical Therapy from November 27, 2006 through January 8, 2007, and Occupational Therapy from December 7, 2006, until May 17, 2007. After removal of the cast, Ms. [REDACTED] was required to wear a splint and arm-sling for several months while her fracture healed. At present, she continues with home exercises to strengthen her left arm and grip. She also wears a brace for sleeping, which helps control recurring arm tingling.

In addition to her arm fracture, [REDACTED] sustained a facial injury and tinnitus from the impact of the airbag on her face. She suffered from "recurring episodes of facial

August 1, 2007
Toyota of Nashua
Re: [REDACTED]

-4-

paresthesias in the distribution of the left infra-orbital nerve" into late November, months after the unwarranted airbag deployment. Her medical bills are in excess of approximately \$12,000.

For months after the airbag incident, [REDACTED] was completely unable to use her arm or lift anything that weighed more than a few ounces. She experienced painful sensations with any attempt to bend her arm at the elbow, and she had neurological tingling sensations on her forearm. She was unable to perform household activities, including such simple tasks as lifting kitchen pans, carrying a laundry basket, or carrying grocery bags.

[REDACTED] arm injury resulted in an extended period of impaired and diminished earnings. [REDACTED] who is a Registered Nurse, was employed by the Emerson Hospital as a Visiting Nurse. Her regular duties were to visit and care for patients at their homes, which necessitated driving to each patient's home. Her responsibilities typically included lifting patients while caring for them. Her regular work week was 24 hours, which was based on three 8 hour days, at a pay rate of \$29.57 per hour. She also worked overtime on an as-needed basis. Her average weekly earnings for the year prior to the incident were \$800 based on annual earnings of \$41,599.

As a result of her injuries, [REDACTED] was unable to work in any capacity from September 24, 2006 until January 22, 2007, a period of 18 weeks. When she resumed work on January 22, she was able to work part time only, 12 hours per week, with significant restrictions on her work activity. She was not permitted to visit and treat patients; she was given office work only. She worked 12 hours per week until March 22, 2007, a period of 8 weeks, when she resumed her regular 24 hour work-week. Even after resuming a 24 hour work-week, [REDACTED] job responsibilities were modified so that she was seeing fewer patients than usual, and efforts were made to assign her to patients who would not require lifting. Based on average earnings of \$800 per week, Ms. [REDACTED] estimated lost and impaired earnings, including lost overtime, are approximately \$17,600.

Immediately after the airbag deployment on September 24, 2006, [REDACTED] husband turned off the ignition. The vehicle remained in place and was not moved or restarted until it was transported to Toyota of Nashua via flatbed on February 21, 2007 for the inspection by Toyota's field technician. After the inspection the vehicle was transported back to [REDACTED] home and placed back in the garage—where it remains. Ms. [REDACTED] claim for property damage is for the fair market value of the subject vehicle, which is not drivable and cannot be repaired because it is evidence in her legal claim. [REDACTED] has sustained damages in the amount of the fair market value of the vehicle as it existed before the airbag deployed, which is estimated to be approximately \$9,735.00. Because [REDACTED] needs a car to drive to work, she has purchased a new vehicle without recovering insurance for the value of the subject Toyota. She is also now

August 1, 2007
Toyota of Nashua

Re: [REDACTED]

-5-

unwilling to repair the vehicle and resume driving it for fear that the airbag may deploy inadvertently again.

I have enclosed the following:

- A. Toyota of Nashua Order and Invoice;
- B. Letter dated March 29, 2007 from Carol Hargrave of Toyota Motor Sales, U.S.A., Inc.;
- C. Photographs of the Toyota Camry Solara in the location where the unintended deployment occurred;
- D. The Certificate of Title;
- E. New car "sticker";
- F. The Repair Invoice dated September 2, 2006, which was the last service date.

Based on the foregoing, the plaintiff's demand for settlement is \$9,735.00 for property damage, which represents the fair market value of the subject vehicle before the unwarranted airbag deployment; and \$350,000 for personal injuries. Under Massachusetts General Laws c. 93A, §9, Toyota may be liable for multiple damages and attorneys fees for failure to tender a reasonable offer of settlement within 30 days of this demand.

All communications concerning this matter should be directed to the undersigned. Thank you for your anticipated cooperation.

Sincerely,


Anthony Tarricone

Enclosures

cc:

[REDACTED]
Carole A. Hargrave, Toyota Motor Sales, U.S.A., Inc.

TOYOTA

Writer's Direct Dial: (310) 468-5027
Writer's Direct Fax: (310) 381-6317

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
(310) 468-4000

March 29, 2007

VIA US MAIL

Anthony Tarricone
KREINDLER & KREINDLER LLP
277 Dartmouth Street
Boston, MA 02116

RE:

[REDACTED]
Date of Loss: September 24, 2006
Vehicle: 2001 Toyota Solara
VIN #: 2T1CG22P61C [REDACTED]


Dear Mr. Tarricone:

This letter is in response to your letter of December 1, 2006 and our follow up telephone conversations in regards to the above referenced incident.

It is our understanding that [REDACTED] reported that after she entered the vehicle and closed the door she started the vehicle with the ignition key when the air bag deployed.

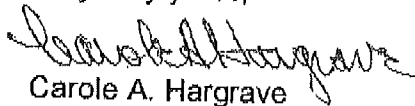
As you are aware the vehicle was inspected by one of our field technicians. The results were reviewed by one of our engineers. The inspection and photographs of the vehicle revealed that there was substantial undercarriage damage including the front bumper, cross member, exhaust and flex pipe. We also found after market wiring.

The vehicle is designed with a safeing system. It has a mechanical safeing sensor and an electrical discriminating sensor. When the vehicle is started the system goes through a six to eight second diagnostic check if it detects any mechanical issue the light will stay on and the system will shut down at which time the air bag will not deploy. However if the diagnostic check is completed satisfactory then the only way the air bags will deploy would be as a result of forward deceleration of the vehicle or modified wiring.


201 Toyota Solara
March 29, 2007
Page 2

We are very sorry about this most unfortunate incident how ever based on our inspection of the vehicle it is our determination that this incident was not the result of any type of manufacturing defect.

Very truly yours,



Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.



KREINDLER & KREINDLER LLP

277 Dartmouth Street
Boston, MA 02116-2805
(617) 424-9100
Fax: (617) 424-9120
www.kreindler.com

October 2, 2007

Via U.S. Mail

Byron G. Mousmoules, Esq.
O'Connor & Associates, LLC
100 State Street, 4th floor
Boston, MA 02190-2306

ATT. FOR OUR
FNS COMPANY

Re: [REDACTED] v. Toyota of Nashua
Your Claim # [REDACTED]
DOL: September 24, 2006

Dear Mr. Mousmoules:

Thank you for your letter of September 25, 2007 concerning the above matter. While I understand your position as stated, I disagree completely and suggest that your client reconsider its position.

From the plaintiff's perspective the case is really quite simple. [REDACTED] started her car and the airbag deployed. Toyota has taken the position that the deployment was caused by the after-market wiring installed by Toyota of Nashua. There is no credible evidence that in any way places any fault on the plaintiff for this incident--including Toyota's suggestion that undercarriage damage was somehow involved, which is a wholly unfounded position. Your client is welcome to inspect the car should it wish to do so.

In our view, the only issue is the amount of damages that provides fair compensation to the plaintiff. If your client and Toyota have serious interest in attempting to resolve the case on this basis, we will defer filing a civil action pending your evaluation of the case and tender of a settlement offer. Otherwise we will proceed with court action.

Please advise me of your client's intentions. Thank you kindly.

Sincerely,

Anthony Taricone

cc: Toyota of Nashua

New York Office

100 Park Avenue
New York, NY 10017-5590
(212) 687-8181

Los Angeles Office

707 Wilshire Boulevard
Los Angeles, CA 90017-3613
(213) 622-6469

New Jersey Office

801 Franklin Avenue
Franklin Lakes, NJ 07417
(201) 343-7771

TOYOTA

of Nashua

DATE: 10-05-07

FAX TO: Mike Alfieri 310-381-7136

FAX FROM: Rick Labrie

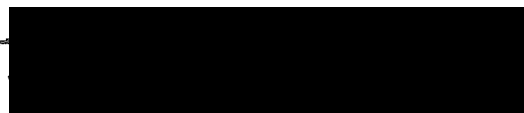
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FAX NO. (603) 891-0945

Raf —



10 Marmon Drive New England Auto Village

Nashua, New Hampshire 03060
(603) 888-3555

TOYOTA of Nashua

DATE: 8-09-07

FAX TO: Watson Ins - Lynn - FAX 668-2400

FAX FROM: A. Lopes

NO. OF PAGES INCL. COVER

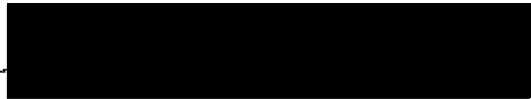
NO. OF ASSIGNMENTS:

Please call (603) 888-3555 if you have any problems receiving this transmission.

FAX NO. (603) 891-0945

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CUSTOMER -



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10 Marmon Drive New England Auto Village

Nashua, New Hampshire 03060
(603) 888-3555



KREINDLER & KREINDLER LLP

277 Dartmouth Street
Boston, MA 02116-2805
(617) 424-9100
Fax: (617) 424-9120
www.kreindler.com

LEGAL SERVICES

AUG - 9 2007

GROUP RECEIVED

August 1, 2007

**VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED**

Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.
Legal Department
19001 Southwestern Avenue
Torrance, CA 90501

Re: Claimant: [REDACTED]
Date of Injury: September 24, 2006

Demand Pursuant to Massachusetts General Laws c.93A

Dear Ms. Hargrave:

This letter is a formal demand for settlement of [REDACTED] claims for personal injury and property damage, and for violation of the Massachusetts Consumer Protection Act, General Laws c. 93A.

As you know, this office represents [REDACTED] of Tyngsboro, Massachusetts, who was injured when the airbag in her 2001 Toyota Camry Solara deployed without an accident or impact. As previously reported, [REDACTED] is the owner of a model year 2001 Toyota Camry Solara, VIN No. 2T1CG22P61C [REDACTED], which she purchased new from an authorized Toyota dealer on July 19, 2001, with financing from Toyota Motor Credit Corporation.

On behalf [REDACTED] I previously wrote Toyota on December 1, 2006 and requested that Toyota inspect the subject vehicle, pay [REDACTED] the fair market value of the vehicle, and arrange to store the vehicle in a secure location pending resolution of her personal injury claim. See Attached Appendix A.

Subsequently, Toyota arranged to have the vehicle inspected by one of its field technicians. The inspection was performed on February 21, 2007 at Toyota of Nashua,

New York Office
100 Park Avenue
New York, NY 10017-5590
(212) 687-8181

Los Angeles Office
707 Wilshire Boulevard
Los Angeles, CA 90017-3613
(213) 622-6469

New Jersey Office
801 Franklin Avenue
Franklin Lakes, NJ 07417
(201) 343-7771

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.

Re: [REDACTED]

- 2 -

the same authorized Toyota dealer that sold the vehicle to [REDACTED]. After the inspection, you sent me a letter dated March 29, 2007, denying liability because of "substantial undercarriage damage" and "after market wiring." You also stated that the airbag can only deploy "as a result of forward deceleration of the vehicle or modified wiring." See Attached Appendix B. Because the vehicle was not in motion when the airbag deployed, one must conclude that Toyota claims that the "after market wiring" was the specific cause of the airbag deployment.

On behalf of [REDACTED] I am providing Toyota with this Demand for Settlement pursuant to the Massachusetts Consumer Protection Act, General Laws c. 93A. It is our contention that the unwarranted deployment of the airbag breached express and implied warranties and constitutes a violation of c. 93A. Further, it is our contention that Toyota's denial of liability after inspecting the vehicle constitutes unfair and deceptive trade practices in violation of Massachusetts law. Toyota's reliance on "substantial undercarriage damage" as a basis for denial of liability is not advanced in good faith, as the vehicle exhibits only normal, foreseeable wear for a vehicle of its age. The vehicle does not have "substantial undercarriage damage," and there is no physical evidence of any undercarriage damage that would account for deployment of the airbag.

Toyota's denial of liability on the basis of "after market wiring" is also not advanced in good faith and constitutes an unfair trade practice because the "after market wiring" was installed by an authorized Toyota dealership, Toyota of Nashua, before [REDACTED] took possession of and title to the vehicle. [REDACTED] purchased the vehicle new from Toyota of Nashua with the "after market wiring" already installed. The purchase of the new vehicle, with the "after market wiring" installed, was financed by a Toyota affiliate, Toyota Motor Credit Corporation. The sale price of the car included the accessories for which the so-called "after market wiring" was installed.

On September 24, 2006, [REDACTED] who is a 32 year old registered nurse, suffered serious injuries when the driver's side front airbag in the subject vehicle deployed in circumstances clearly contrary to the intended design of the SRS airbag system. After entering the subject vehicle and closing the door, [REDACTED] started the car with the ignition key in the usual manner, and the driver's side front-impact airbag deployed without warning while the vehicle transmission remained in "park". The force of the airbag deployment caused a serious fracture of [REDACTED] left arm. This incident occurred while [REDACTED] was in the driver's seat; her husband Dave was in the right front passenger seat; and both doors were closed. The airbag deployment occurred within seconds of ignition.

The subject vehicle was equipped only with accessories installed by Toyota or its authorized dealer; and all service was performed by the authorized Toyota dealer, Toyota of Nashua, which sold the brand-new vehicle to [REDACTED]. The last service was on

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.

Re: [REDACTED]

- 3 -

September 2, 2006, when [REDACTED] brought the vehicle in for service because the "check engine" indicator was illuminated. To [REDACTED] knowledge, the SRS airbag system had never been serviced, except as part of Toyota-recommended and dealer-performed periodic maintenance.

The subject vehicle was designed, engineered, manufactured, sold, distributed and/or marketed by Toyota Motor Corporation, a Japanese corporation that sells and markets motor vehicles in the United States by and through Toyota Motor Sales, U.S.A., Inc. The latter entity is registered as a foreign corporation doing business in the Commonwealth of Massachusetts.

Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc., (collectively, "Toyota"), marketed, advertised and represented that the subject vehicle was equipped with a Supplemental Restraint System that included airbags that Toyota expressly and impliedly represented were reasonably fit and suitable for their ordinary and intended purposes, including proper operation and deployment during an accident under conditions warranting deployment of the airbag. The Owner's Manual, published and distributed by Toyota with the subject vehicle through its authorized dealer, states that "*the SRS (Supplemental Restraint System) front airbags are designed to provide further protection for the driver and front passenger in addition to the primary safety protection provided by the seat belts.*" The Owner's Manual further states: "*In response to a severe frontal impact, the SRS front airbags work together with the seat belts to help reduce injury by inflating,*" which is described as above a "*designed threshold level comparable to an approximate 25 km/h (15 mph) collision when impacting straight into a fixed barrier....*"

The subject vehicle's driver's side front airbag did not operate as represented and as intended, in that it deployed at ignition, with the transmission in "park" and no impact whatsoever. The SRS front airbag obviously did not "*provide... further protection*" and, in fact, inflicted a severe orthopedic injury under foreseeable conditions of use. The subject vehicle and its SRS airbag system, without question, were not reasonably fit for their ordinary and intended purposes, and Toyota therefore breached express and implied warranties with respect to the vehicle. Further, under Massachusetts law, a breach of warranty constitutes an unfair and deceptive trade practice in violation of General Laws c. 93A, § 2, which is actionable under General Laws c. 93A, § 9. See *Maillet v. ATF-Davidson Company, Inc.*, 407 Mass. 185, 193 (1990). Under c. 93A, an injured plaintiff may be entitled to attorneys' fees and double or treble damages in addition to compensatory damages.

After the airbag deployed on September 24, 2006, [REDACTED] was taken to the Emergency Room at Saints Memorial Hospital in Lowell, Massachusetts. She was examined and x-rayed, and it was determined that she had suffered a left ulna fracture. She was treated and discharged home.

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.

Re: [REDACTED]

- 4 -

[REDACTED] transferred her care to the Emerson Hospital in Concord, where she works as a Registered Nurse. Her orthopedic care was with Dr. John McInnis of Orthopedic Affiliates. [REDACTED] remained in a cast until December 1, 2006. She underwent Physical Therapy from November 27, 2006 through January 8, 2007, and Occupational Therapy from December 7, 2006, until May 17, 2007. After removal of the cast, Ms. [REDACTED] was required to wear a splint and arm-sling for several months while her fracture healed. At present, she continues with home exercises to strengthen her left arm and grip. She also wears a brace for sleeping, in an attempt to control recurring arm tingling.

In addition to her arm fracture, [REDACTED] sustained a facial injury and tinnitus from the impact of the airbag on her face. She suffered from "recurring episodes of facial parathesias in the distribution of the left infra-orbital nerve" until late November. Her medical bills are in excess of approximately \$12,000.

For months after the airbag incident, [REDACTED] was completely unable to use her arm or lift anything that weighed more than a few ounces. She experienced painful sensations with any attempt to bend her arm at the elbow, and she had neurological tingling sensations on her forearm. She was unable to perform household activities, including such simple tasks as lifting kitchen pans, carrying a laundry basket, or carrying grocery bags.

[REDACTED] arm injury resulted in an extended period of impaired and diminished earnings. [REDACTED] who is a Registered Nurse, was employed by the Emerson Hospital as a Visiting Nurse. Her regular duties were to visit and care for patients at their homes, which necessitated driving to each patient's home. Her responsibilities typically included lifting patients while caring for them. Her regular work week was 24 hours based on a three 8 hour shifts, with a rate of pay of \$29.57 per hour. She also worked overtime on an as-needed basis, for which she received time and one-half of her regular pay. Her average weekly earnings for the year prior to the incident were \$800 based on annual earnings of \$41,599, inclusive of overtime.

As a result of her injuries, [REDACTED] was unable to work in any capacity from September 24, 2006 until January 22, 2007, a period of 18 weeks. When she resumed work on January 22, she was able to work part time only, 12 hours per week, with significant restrictions on her work activity. She was not permitted to visit and treat patients; she was given office work only. She worked 12 hours per week until March 22, 2007, a period of 8 weeks, when she resumed her regular 24 hour work-week. Even after resuming a 24 hour work-week, [REDACTED] job responsibilities were modified so that she was seeing fewer patients than usual, and efforts were made to assign her patients who would not require lifting. Based on average earnings of \$800 per week, Ms.

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.
Re: [REDACTED]
- 5 -

[REDACTED] estimated lost and impaired earnings, including lost overtime, are approximately \$17,600.

Immediately after the airbag deployment on September 24, 2006, [REDACTED] husband turned off the ignition. The vehicle remained in place and was not moved or restarted until it was transported to Toyota of Nashua via flatbed on February 21, 2007 for the inspection by Toyota's field technician. After the inspection, the vehicle was transported back to [REDACTED] home and placed back in the garage—where it remains. Ms. [REDACTED] claim for property damage is for the fair market value of the subject vehicle, which is not drivable and cannot be repaired because it is evidence in her legal claim. [REDACTED] has sustained damages in the amount of the fair market value of the vehicle as it existed before the airbag deployed, which is estimated to be approximately \$9,735.00. Because [REDACTED] needs a car to drive to work, she has purchased a new vehicle without recovering insurance for the value of the subject Toyota. She is also now unwilling to repair the vehicle and resume driving it for fear that the airbag might again deploy inadvertently.

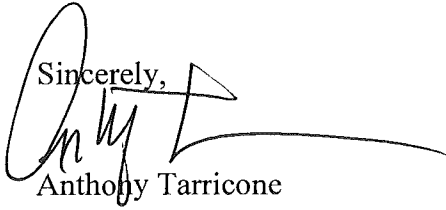
I have enclosed the following:

- A. Letter from plaintiff to Toyota dated December 1, 2006;
- B. Letter dated March 29, 2007 from Carol Hargrave of Toyota Motor Sales, U.S.A., Inc.
- C. Toyota of Nashua Order and Invoice;
- D. Photographs of the Toyota Camry Solara in the location where the unintended deployment occurred;
- E. The Certificate of Title; and
- F. New car "sticker".

Based on the foregoing, the plaintiff's demand for settlement is \$9,735.00 for property damage, which represents the fair market value of the subject vehicle before the unwarranted airbag deployment; and \$350,000 for personal injuries. Under Massachusetts General Laws c. 93A, §9, Toyota may be liable for multiple damages and attorneys fees for failure to tender a reasonable offer of settlement within 30 days of this demand.

All communications concerning this matter should be directed to the undersigned. Thank you for your anticipated cooperation.

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.
Re: [REDACTED]
- 6 -

Sincerely,

Anthony Tarricone

Enclosures

✓ cc: Toyota Motor Corporation
1 Toyota-Cho
Toyota City
Aichi Prefecture 471-8571, Japan

[REDACTED]

KREINDLER & KREINDLER LLP

277 DARTMOUTH STREET
BOSTON, MA 02116
TELEPHONE: (617) 424-9100
FAX: (617) 424-9120

December 1, 2006

**VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED**

Toyota Motor Sales U.S.A, Inc.
Legal Department
19001 Southwestern Avenue
Torrance, CA 90501

Re: Claimant: [REDACTED]
Date of Injury: September 24, 2006

Dear Toyota Representative:

This office represents [REDACTED] of Tyngsboro, Massachusetts, in claims for personal injury and violation of the Massachusetts Consumer Protection Act, General Laws c. 93A, in connection with injuries suffered as a result of the unintended deployment of the driver's side front airbag in a Toyota Camry Solara. Because of the recent date of this incident and [REDACTED] ongoing medical care, the full extent of her injuries and damages are not known. I am writing with the expectation that, given the circumstances of this claim, Toyota will agree to compensate [REDACTED] for the fair market value of the subject vehicle; to take whatever action is necessary to download all available data from the vehicle; and agree to arrange to store the vehicle in a secure location pending resolution of [REDACTED] personal injury claim.

[REDACTED] is the owner of a model year 2001 Toyota Camry Solara, VIN No. 2T1CG22P61C [REDACTED] which she purchased new from an authorized Toyota dealer on July 19, 2001, with financing from Toyota Motor Credit Corporation. On September 24, 2006, [REDACTED] who is a 32 year old registered nurse, suffered serious injuries when the driver's side front airbag in the subject vehicle deployed in circumstances clearly contrary to the intended design of the SRS airbag system. After entering the subject vehicle and closing the door, [REDACTED] started the car with the ignition key in the usual manner, and the driver's side front-impact airbag deployed without warning while

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Toyota Motor Corporation
Toyota Motor Sales U.S.A, Inc.
December 1, 2006
Page Two

the vehicle transmission was still in "park". The force of the airbag deployment caused a serious fracture of [REDACTED] left arm. This incident occurred while [REDACTED] was in the driver's seat; her husband Dave was in the passenger seat; and both doors were closed. The airbag deployment occurred within seconds of ignition.

The subject vehicle was equipped only with accessories installed by Toyota or its authorized dealer; and all service was performed by the authorized Toyota dealer, Toyota of Nashua, which sold the vehicle to [REDACTED]. The last service was on September 2, 2006, when [REDACTED] brought the vehicle in for service because the "check engine" indicator was illuminated. To [REDACTED] knowledge, the SRS airbag system had never been serviced unless part of Toyota-recommended periodic maintenance.

As a result of the unintended deployment of the Toyota Solara's SRS front airbag, [REDACTED] suffered a serious fracture of the left arm, for which she is still wearing a rigid fiberglass cast and receiving ongoing medical treatment. She has been unable to resume her work as a Registered Nurse at the Emerson Hospital in Concord, Massachusetts. She has not been able to drive a car since the incident and has been essentially housebound except for medical appointments.

The subject vehicle was designed, engineered, manufactured, sold, distributed and/or marketed by Toyota Motor Corporation, a Japanese corporation that sells and markets motor vehicles in the United States by and through Toyota Motor Sales U.S.A., Inc. The latter entity is registered as a foreign corporation doing business in the Commonwealth of Massachusetts.

Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc., (collectively, "Toyota"), marketed, advertised and represented that the subject vehicle was equipped with a Supplemental Restraint System that included airbags that Toyota expressly and impliedly represented were reasonably fit and suitable for their ordinary and intended purposes, including proper operation and deployment during an accident under conditions in which the airbag should deploy. The Owner's Manual, published and distributed by the Defendants with the subject vehicle, states that *"the SRS (Supplemental Restraint System) front airbags are designed to provide further protection for the driver and front*

Toyota Motor Corporation
Toyota Motor Sales U.S.A., Inc.
December 1, 2006
Page Three

passenger in addition to the primary safety protection provided by the seat belts.” The Owner’s Manual further states: “In response to a severe frontal impact, the SRS front airbags work together with the seat belts to help reduce injury by inflating,” which is described as above a “designed threshold level comparable to an approximate 25 km/h (15 mph) collision when impacting straight into a fixed barrier....”

The subject vehicle’s driver’s side front airbag did not operate as represented and as intended, in that it deployed at ignition, with the transmission in “park” and no impact whatsoever. The SRS front airbag obviously did not “provide... further protection” and, in fact, inflicted a severe orthopedic injury. The subject vehicle, without question, was not reasonably fit for its ordinary and intended purpose and Toyota therefore breached express and implied warranties with respect to the vehicle. Further, under Massachusetts law, a breach of warranty constitutes an unfair and deceptive trade practice in violation of General Laws c. 93A, § 2, which is actionable under General Laws c. 93A, § 9. See *Maillet v. ATF-Davidson Company, Inc.*, 407 Mass. 185, 193 (1990). Under c. 93A, an injured plaintiff may be entitled to attorneys’ fees and double or treble damages in addition to compensatory damages.

Immediately after the airbag deployment on September 24, 2006, [REDACTED] husband turned off the ignition. The vehicle has not been moved or restarted since then. It remains in [REDACTED] garage in the precise location where the incident occurred. The incident is not covered by [REDACTED] automobile insurance policy because it did not result from a collision. While she needs a car to commute to work when she is medically cleared to do so, she is afraid of driving the subject vehicle, even if repaired.

Under the circumstances, [REDACTED] is requesting that:

1. Toyota arrange to inspect the vehicle and download all available data from the airbag sensor assembly, and from any other sources of data, under conditions acceptable to all parties;
2. Toyota agree to pay [REDACTED] what would have been the fair market value of the vehicle before the airbag deployment, giving due consideration to the condition of the vehicle; and
3. Toyota remove the vehicle from [REDACTED] garage and arrange for its storage in a secure location pending resolution of [REDACTED] personal injury claim.

Toyota Motor Corporation
Toyota Motor Sales U.S.A, Inc.
December 1, 2006
Page Four

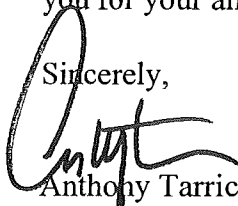
Because of the recent date of this incident, [REDACTED] is still in active treatment, and the extent of her injuries and damages are not ascertainable. She is not, therefore, in a position to resolve her claim for personal injuries at this time. We would ask, therefore, that Toyota agree to the above proposal and defer until a later date meaningful settlement discussions concerning [REDACTED] personal injury claim.

I have enclosed the following:

1. Photographs of the Toyota Camry Solara in the location where the unintended deployment occurred;
2. The Certificate of Title;
3. The new car "sticker"; and
4. The Repair Invoice dated September 2, 2006, which was the last service date.

I would appreciate receiving a response to this letter within two weeks of receipt. All communications concerning this matter should be directed to the undersigned. Thank you for your anticipated cooperation.

Sincerely,


Anthony Tarricone

Enclosures

cc: [REDACTED]

TOYOTA

Writer's Direct Dial: (310) 468-5027
Writer's Direct Fax: (310) 381-6317

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
(310) 468-4000

March 29, 2007

VIA US MAIL

Anthony Tarricone
KREINDLER & KREINDLER LLP
277 Dartmouth Street
Boston, MA 02116

RE:

[REDACTED]
Date of Loss: September 24, 2006
Vehicle: 2001 Toyota Solara
VIN #: 2T1CG22P61C [REDACTED]

Dear Mr. Tarricone:

This letter is in response to your letter of December 1, 2006 and our follow up telephone conversations in regards to the above referenced incident.

It is our understanding that [REDACTED] reported that after she entered the vehicle and closed the door she started the vehicle with the ignition key when the air bag deployed.

As you are aware the vehicle was inspected by one of our field technicians. The results were reviewed by one of our engineers. The inspection and photographs of the vehicle revealed that there was substantial undercarriage damage including the front bumper, cross member, exhaust and flex pipe. We also found after market wiring.

The vehicle is designed with a safeing system. It has a mechanical safeing sensor and an electrical discriminating sensor. When the vehicle is started the system goes through a six to eight second diagnostic check if it detects any mechanical issue the light will stay on and the system will shut down at which time the air bag will not deploy. However if the diagnostic check is completed satisfactory then the only way the air bags will deploy would be as a result of forward deceleration of the vehicle or modified wiring.

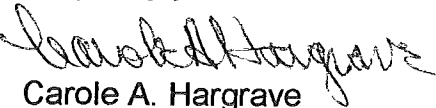

201 Toyota Solara

March 29, 2007

Page 2

We are very sorry about this most unfortunate incident how ever based on our inspection of the vehicle it is our determination that this incident was not the result of any type of manufacturing defect.

Very truly yours,



Carole A. Hargrave

Claims Manager

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



TOYOTA OF NASHUA

New England Automotive Village
 10 Marmon Drive NASHUA, NH 03060
 TOYOTA (603) 888-3555
 TRUCK CENTER (603) 891-1900

SOLD TO

ADDRESS



LOWELL MA

(978)453-0784

61303

DATE	INVOICE NO.	STOCK NO.
07/19/01	81207	A9102
SALESMAN NUMBER		
102		

PRICE OF VEHICLE	DESCRIPTION	SALE	
	SOLARA	4040	20650.00
	G.A.P. INSURANCE		
	U.S. Luxury		
	AUTO CARE		
	DOCUMENTATION		85.00
	UNIVERSAL UN		

FINANCING		TOTAL CASH PRICE	20735.00
INSURANCE			
DEPOSIT		TOTAL TIME PRICE	
CASH ON DELIVERY			
			300.00
			2700.00
USED CAR ALLOWANCE			
PAYMENTS			
MONTHS	DOLLARS		
60	369 PER MONTH		17735.00
TOTAL			20735.00

Always Bring Your
 Vehicle
 Here For
 Factory Authorized
 Service

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2001	TOYOTA	SOLARA	NEW	2T1CG22P61C518779
SALESMAN		GAGNON, DAVID		COLOR
SALESMAN				KEY NOS.
				RED FLAME
				12012

FULL FACTORY WARRANTY

TOYOTA MOTOR CREDIT CORP.
 2 HIGHWOOD DR. SUITE 204
 TEWKSBURY MA 01876

DISCLAIMER OF WARRANTIES:

Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the seller to the buyer, the seller makes no warranties, either express or implied, with regard to this vehicle. Therefore, with respect to the seller the vehicle is sold "as is" and the entire risk as to quality or performance of the vehicle is with the buyer and/or the manufacturer if a manufacturer supplied warranty is in effect. If the vehicle proves defective after purchase, the buyer (and/or manufacturer) and not the seller, shall assume the entire cost of repair.

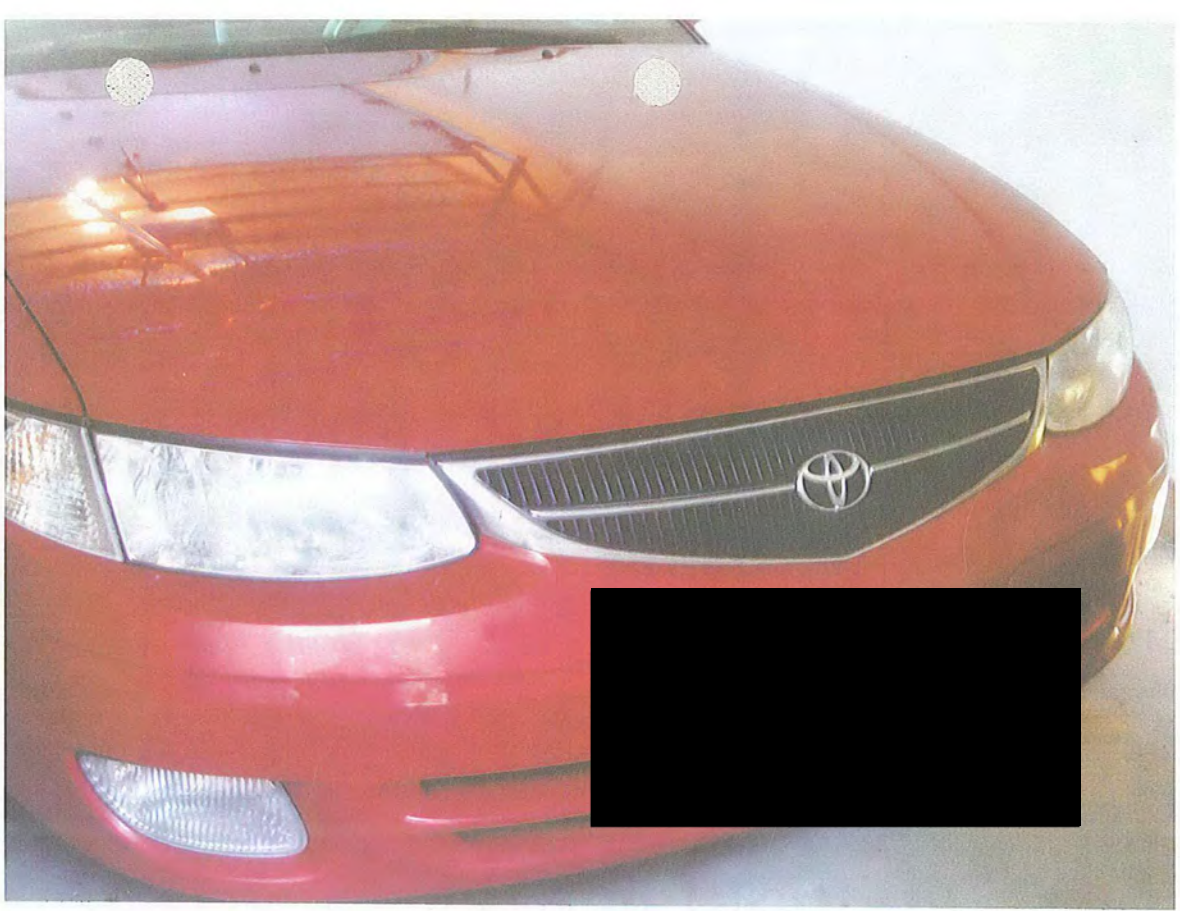
USED CAR TRADED

YEAR	MAKE	MODEL	COLOR	VEHICLE IDENT. OR SERIAL NO.
YEAR	MAKE	MODEL	COLOR	VEHICLE IDENT. OR SERIAL NO.

FORM U-107 (8-80)
 USE BINDER BPE-811
 CA257 (10/97)
 Reynolds and Reynolds

OPTIONAL EQUIPMENT AND ACCESSORIES

by Reynolds and Reynolds



E

CERTIFICATE OF TITLE

6151298

THE COMMONWEALTH OF MASSACHUSETTS

TITLE NUMBER [REDACTED]		VEHICLE IDENTIFICATION NUMBER 2T1CG22P61C [REDACTED]			DATE OF ISSUE 08/03/2001	
MFRS. MODEL YEAR 2001	MAKE TOYT	MODEL NAME CAM SOL	MODEL NO. USSE	BODY STYLE/TYPE COUPE	NEW/USED NEW	
CYL. PASS. DRS. 04 05 2	PURCHASE DATE 07/19/2001	ODOMETER READING 88		PREV. TITLE NO.	PREV. TITLE STATE	
ACTUAL MILEAGE				IF PREVIOUS STATE WAS TITLE EXEMPT, REGISTRATION NUMBER IS DISPLAYED.		

MAILING ADDRESS ONLY

TOYOTA MOTOR CREDIT CORP
SUITE 204
2 HIGHWOOD DR
TEWKSBURY, MA 01876

OWNER(S) NAME AND ADDRESS

[REDACTED]
LOWELL, MA [REDACTED]

TITLE TYPE AND BRANDS

TITLE TYPE
BRAND
BRAND
BRAND
BRAND

TITLE MESSAGE(S)

FIRST LIENHOLDER:

TOYOTA MOTOR CREDIT CORP
2 HIGHWOOD DR
SUITE 204
TEWKSBURY, MA 01876

SECOND LIENHOLDER:

RELEASE OF FIRST LIEN:

THE FIRST LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED

NAME:

TOYOTA MOTOR CREDIT CORPORATION

AUTHORIZED SIGNATURE:

X

DATE RELEASED:

[Signature]
8/1/06

RELEASE OF SECOND LIEN:

THE SECOND LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED

NAME:

AUTHORIZED SIGNATURE:

X

DATE RELEASED:

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.



[Signature]
Daniel A. Grabauskas

Daniel A. Grabauskas
Registrar of Motor Vehicles

CONTROL NO. E3465629
NOT THE TITLE NUMBER

ALTERATION OR ERASURE VOIDS THIS TITLE.

KEEP IN SAFE PLACE

THIS TITLE CONTAINS A WATER MARK

ODOMETER DISCLOSURE STATEMENT

A9102

Federal law (and State law, if applicable) requires 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, TOYOTA OF NASHUA state that the odometer now
(TRANSFEROR'S NAME - PRINT)
reads 88 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING — ODOMETER DISCREPANCY.

MAKE TOYOTA

MODEL SOLARA BODY TYPE SE

VEHICLE IDENTIFICATION NUMBER 2T1CG22P610

YEAR 01

TRANSFEROR'S NAME TOYOTA OF NASHUA (PRINTED NAME)

TRANSFEROR'S ADDRESS 10 MARMON DR (STREET)

NASHUA, NH 03060
(CITY) (STATE) (ZIP CODE)

TRANSFEROR'S NAME X [Signature] (SIGNATURE)

DATE OF STATEMENT 07/19/01

TRANSFeree'S NAME [Redacted]

TRANSFeree'S ADDRESS [Redacted] (STREET)

LOWELL MA [Redacted]
(CITY) (STATE) (ZIP CODE)

TRANSFeree'S NAME [Redacted] (SIGNATURE)

[Redacted] (PRINTED NAME)

TOYOTA

STANDARD FEATURES

- DUAL COLOR-KEYED POWER REMOTE OUTSIDE MIRRORS
 - FULL WHEEL COVERS
 - COMFORT & CONVENIENCE
 - MULTI-ADJUSTABLE FABRIC LINED FRONT BUCKET SEATS
 - 4-WAY ADJUSTABLE FR HEADRESTS
 - 60/40 SPLIT FOLDING REAR SEATS
 - POWER WINDOWS AND DOOR LOCKS
 - AIR CONDITIONER - CFC FREE
 - CRUISE CTRL/RR WNDW DEFOGGER
 - DUAL FRONT & REAR CUPHOLDERS
 - CENTER CONSOLE W/STORAGE
 - DIGITAL CLOCK/TACHOMETER
 - VARIABLE INTERMITTENT WIPERS
 - DLX ETR/CASS/CD W/6 SPKRS
 - GLASS IMPRINTED ANTENNA
 - REMOTE TRUNK/FUEL LID RELEASES
 - TILT STEERING WHEEL
- * * * FULL TANK OF GAS * * *

SION
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SRS)
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CAMRY SOLARA SE 2-DOOR COUPE

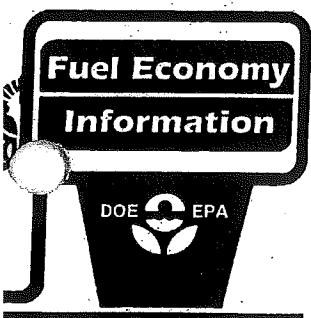
VIN: 2T1CG22P61C [REDACTED] MODEL/YEAR: 2732C/2001
 COLOR: RED FLAME METALLIC /IVORY FABR (03N5/00)

MANUFACTURER'S SUGGESTED RETAIL PRICE **\$19,765.00**

OPTIONAL EQUIPMENT

FE	50 STATE EMISSIONS	
SR	POWER TILT/SLIDE MOONROOF W/MAPLIGHT	900.00
PE	8-WAY PWR ADJ DRIVERS SEAT	390.00
VH	SPORT TRIM PCKG INCLUDES: P205/65R15 TIRES, 15" ALLOY WHEELS, KEYLESS ENTRY, JBL AM/FM/CASS/CD W/8 SPKRS, COLOR-KEYED FR & RR MUDGUARDS RR SPOILER, FLOOR MATS	1,627.00

the FREE FUEL ECONOMY GUIDE available at the dealer.



HIGHWAY MPG

32

001 CAMRY SOLARA
 -CYL., 2.2 LITER DISP.,
 VHC, EFI ENGINE.
 -SPEED ECT. AUTOMATIC
 TRANSMISSION.

For Comparison Shopping,
 all vehicles classified as
COMPACT
 have been issued
 mileage ratings
 ranging from

Estimated Annual Fuel Cost:
 \$ 780

11 to 52 mpg city and
 16 to 49 mpg highway.

DELIVERY, PROCESSING AND HANDLING FEE	455.00
SUB-TOTAL BEFORE DISCOUNT	\$23,137.00
EXTRA VALUE PACKAGE MSRP DISCOUNT	-\$700.00
TOTAL	\$22,437.00

WWW.FUELECONOMY.GOV

PORT/PLANT: BUFFALO, NEW YORK 20127

Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline, license and title fees, applicable federal, state and local taxes and dealer and distributor installed options and accessories are not included in the manufacturer's suggested retail price.

TOYOTA'S LIMITED WARRANTY PROVIDES 36 MONTH/36,000 MILE COMPREHENSIVE COVERAGE, 5 YEAR/60,000 MILE POWERTRAIN COVERAGE, PLUS 5 YEAR BODY PANEL CORROSION PERFORATION WARRANTY. SEE OWNER'S GUIDE FOR DETAILS.

An extended service contract may be available for this vehicle. Ask dealer for details.

518778 718 FM [REDACTED] TMMC



CAMRY SOLARA SE 2-

VIN: 2T1CG22P61C
COLOR: RED FLAME METALL

STANDARD FEATURES

MECHANICAL & PERFORMANCE

- 2.2L 4-CYL, 16-VALVE, TWIN-CAM EFI ENGINE
- FRONT WHEEL DRIVE
- 4-SPEED AUTOMATIC TRANSMISSION
- POWER RACK AND PINION STEERING
- 4-WHEEL INDEPENDENT SUSPENSION
- FRONT DISC/REAR DRUM BRAKES
- FRONT & REAR STABILIZER BARS
- 205/65R15 RADIAL TIRES (5)

SAFETY

- DR & FR PASSENGER AIRBAGS(SRS)
- 3-POINT SEAT BELTS WITH ALR/ELR PASSENGER BELTS
- FRONT SEAT BELT PRETENSIONERS & FORCE LIMITERS
- RR CENTER 3-POINT SEAT BELT
- SIDE IMPACT DOOR BEAMS

EXTERIOR

- AUTO-OFF HALOGEN HEADLAMPS
- INTEGRATED FRONT FOG LAMPS
- SOLAR ENERGY ABSORBING GLASS

- DUAL COLOR-KEYED POWER REMOTE OUTSIDE MIRRORS
 - FULL WHEEL COVERS
- COMFORT & CONVENIENCE
- MULTI-ADJUSTABLE FABRIC LINED FRONT BUCKET SEATS
 - 4-WAY ADJUSTABLE FR HEADRESTS
 - 60/40 SPLIT FOLDING REAR SEATS
 - POWER WINDOWS AND DOOR LOCKS
 - AIR CONDITIONER - CFC FREE
 - CRUISE CTRL/RR WNDW DEFOGGER
 - DUAL FRONT & REAR CUPHOLDERS
 - CENTER CONSOLE W/STORAGE
 - DIGITAL CLOCK/TACHOMETER
 - VARIABLE INTERMITTENT WIPERS
 - DLX ETR/CASS/CD W/6 SPKRS
 - GLASS IMPRINTED ANTENNA
 - REMOTE TRUNK/FUEL LID RELEASES
 - TILT STEERING WHEEL

* * * FULL TANK OF GAS * * *

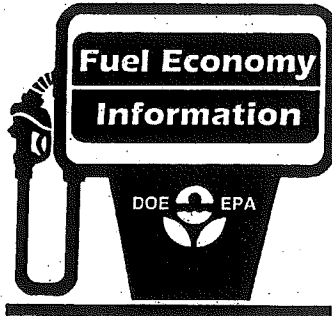
MANUFACTURER'S SUGGESTED OPTIONAL EQUIPMENT

- FE 50 STATE EMISSIONS
- SR POWER TILT/SLIDE MOONROOF W/MAPLIGHT
- PE 8-WAY PWR ADJ DRIVERS SEAT
- VH SPORT TRIM PKG INCLUI P205/65R15 TIRES, 15" WHEELS, KEYLESS ENTRY, AM/FM/CASS/CD W/8 SPKR COLOR-KEYED FR & RR MIRROR, RR SPOILER, FLOOR MATS

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

CITY MPG

23



HIGHWAY MPG

32

Actual Mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates achieve between

19 and 27 mpg in the city, and between 27 and 37 mpg on the highway.

2001 CAMRY SOLARA 4-CYL., 2.2 LITER DISP., DOHC, EFI ENGINE. 4-SPEED ECT AUTOMATIC TRANSMISSION.

Estimated Annual Fuel Cost: \$ 780

For Comparison Shopping, all vehicles classified as

COMPACT

have been issued mileage ratings ranging from

11 to 52 mpg city and 16 to 49 mpg highway.

DELIVERY, PROCESSING AND H.

SUB-TOTAL BEFORE DISCOUNT

EXTRA VALUE PACK MSRP DISCOUNT

TOTAL

TOYOTA'S LIMITED WARRANTY PROVIDES COMPREHENSIVE COVERAGE, 5 YEAR COVERAGE, PLUS 5 YEAR BODY PANI WARRANTY. SEE OWNER'S GUIDE FOR

An extended service contract may be available. Ask dealer for details. 518779

WWW.FUELECONOMY.GOV

DEALER NAME/ADDRESS:

SHIP TO:

PORT/PLANT:

BUFFALO, NEW YORK

IRA TOYOTA
161 ANDOVER STREET
DANVERS MA01923

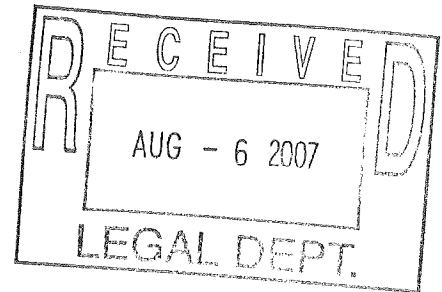
20127

Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline, license and title fees, applicable federal, state and local taxes and dealer and distributor installed options and accessories are not included in the manufacturer's suggested retail price.



KREINDLER & KREINDLER LLP

277 Dartmouth Street
Boston, MA 02116-2805
(617) 424-9100
Fax: (617) 424-9120
www.kreindler.com



August 1, 2007

**VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED**

Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.
Legal Department
19001 Southwestern Avenue
Torrance, CA 90501

Re: Claimant: [REDACTED]
Date of Injury: September 24, 2006

Demand Pursuant to Massachusetts General Laws c.93A

Dear Ms. Hargrave:

This letter is a formal demand for settlement of [REDACTED] claims for personal injury and property damage, and for violation of the Massachusetts Consumer Protection Act, General Laws c. 93A.

As you know, this office represents [REDACTED] of Tyngsboro, Massachusetts, who was injured when the airbag in her 2001 Toyota Camry Solara deployed without an accident or impact. As previously reported, [REDACTED] is the owner of a model year 2001 Toyota Camry Solara, VIN No. 2T1CG22P61C [REDACTED] which she purchased new from an authorized Toyota dealer on July 19, 2001, with financing from Toyota Motor Credit Corporation.

On behalf [REDACTED] previously wrote Toyota on December 1, 2006 and requested that Toyota inspect the subject vehicle, pay [REDACTED] the fair market value of the vehicle, and arrange to store the vehicle in a secure location pending resolution of her personal injury claim. See Attached Appendix A.

Subsequently, Toyota arranged to have the vehicle inspected by one of its field technicians. The inspection was performed on February 21, 2007 at Toyota of Nashua,

New York Office
100 Park Avenue
New York, NY 10017-5590
(212) 687-8181

Los Angeles Office
707 Wilshire Boulevard
Los Angeles, CA 90017-3613
(213) 622-6469

New Jersey Office
801 Franklin Avenue
Franklin Lakes, NJ 07417
(201) 343-7771

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.

Re: [REDACTED]

- 2 -

the same authorized Toyota dealer that sold the vehicle to [REDACTED]. After the inspection, you sent me a letter dated March 29, 2007, denying liability because of "substantial undercarriage damage" and "after market wiring." You also stated that the airbag can only deploy "as a result of forward deceleration of the vehicle or modified wiring." See Attached Appendix B. Because the vehicle was not in motion when the airbag deployed, one must conclude that Toyota claims that the "after market wiring" was the specific cause of the airbag deployment.

On behalf [REDACTED], I am providing Toyota with this Demand for Settlement pursuant to the Massachusetts Consumer Protection Act, General Laws c. 93A. It is our contention that the unwarranted deployment of the airbag breached express and implied warranties and constitutes a violation of c. 93A. Further, it is our contention that Toyota's denial of liability after inspecting the vehicle constitutes unfair and deceptive trade practices in violation of Massachusetts law. Toyota's reliance on "substantial undercarriage damage" as a basis for denial of liability is not advanced in good faith, as the vehicle exhibits only normal, foreseeable wear for a vehicle of its age. The vehicle does not have "substantial undercarriage damage," and there is no physical evidence of any undercarriage damage that would account for deployment of the airbag.

Toyota's denial of liability on the basis of "after market wiring" is also not advanced in good faith and constitutes an unfair trade practice because the "after market wiring" was installed by an authorized Toyota dealership, Toyota of Nashua, before [REDACTED] took possession of and title to the vehicle. [REDACTED] purchased the vehicle new from Toyota of Nashua with the "after market wiring" already installed. The purchase of the new vehicle, with the "after market wiring" installed, was financed by a Toyota affiliate, Toyota Motor Credit Corporation. The sale price of the car included the accessories for which the so-called "after market wiring" was installed.

On September 24, 2006, [REDACTED] who is a 32 year old registered nurse, suffered serious injuries when the driver's side front airbag in the subject vehicle deployed in circumstances clearly contrary to the intended design of the SRS airbag system. After entering the subject vehicle and closing the door, [REDACTED] started the car with the ignition key in the usual manner, and the driver's side front-impact airbag deployed without warning while the vehicle transmission remained in "park". The force of the airbag deployment caused a serious fracture of [REDACTED] left arm. This incident occurred while [REDACTED] was in the driver's seat; her husband Dave was in the right front passenger seat; and both doors were closed. The airbag deployment occurred within seconds of ignition.

The subject vehicle was equipped only with accessories installed by Toyota or its authorized dealer; and all service was performed by the authorized Toyota dealer, Toyota of Nashua, which sold the brand-new vehicle to [REDACTED]. The last service was on

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.
Re: [REDACTED]
- 3 -

September 2, 2006, when [REDACTED] brought the vehicle in for service because the "check engine" indicator was illuminated. To [REDACTED] knowledge, the SRS airbag system had never been serviced, except as part of Toyota-recommended and dealer-performed periodic maintenance.

The subject vehicle was designed, engineered, manufactured, sold, distributed and/or marketed by Toyota Motor Corporation, a Japanese corporation that sells and markets motor vehicles in the United States by and through Toyota Motor Sales, U.S.A., Inc. The latter entity is registered as a foreign corporation doing business in the Commonwealth of Massachusetts.

Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc., (collectively, "Toyota"), marketed, advertised and represented that the subject vehicle was equipped with a Supplemental Restraint System that included airbags that Toyota expressly and impliedly represented were reasonably fit and suitable for their ordinary and intended purposes, including proper operation and deployment during an accident under conditions warranting deployment of the airbag. The Owner's Manual, published and distributed by Toyota with the subject vehicle through its authorized dealer, states that "*the SRS (Supplemental Restraint System) front airbags are designed to provide further protection for the driver and front passenger in addition to the primary safety protection provided by the seat belts.*" The Owner's Manual further states: "*In response to a severe frontal impact, the SRS front airbags work together with the seat belts to help reduce injury by inflating,*" which is described as above a "*designed threshold level comparable to an approximate 25 km/h (15 mph) collision when impacting straight into a fixed barrier....*"

The subject vehicle's driver's side front airbag did not operate as represented and as intended, in that it deployed at ignition, with the transmission in "park" and no impact whatsoever. The SRS front airbag obviously did not "*provide... further protection*" and, in fact, inflicted a severe orthopedic injury under foreseeable conditions of use. The subject vehicle and its SRS airbag system, without question, were not reasonably fit for their ordinary and intended purposes, and Toyota therefore breached express and implied warranties with respect to the vehicle. Further, under Massachusetts law, a breach of warranty constitutes an unfair and deceptive trade practice in violation of General Laws c. 93A, § 2, which is actionable under General Laws c. 93A, § 9. See *Maillet v. ATF-Davidson Company, Inc.*, 407 Mass. 185, 193 (1990). Under c. 93A, an injured plaintiff may be entitled to attorneys' fees and double or treble damages in addition to compensatory damages.

After the airbag deployed on September 24, 2006, [REDACTED] was taken to the Emergency Room at Saints Memorial Hospital in Lowell, Massachusetts. She was examined and x-rayed, and it was determined that she had suffered a left ulna fracture. She was treated and discharged home.

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.

Re: [REDACTED]

- 4 -

[REDACTED] transferred her care to the Emerson Hospital in Concord, where she works as a Registered Nurse. Her orthopedic care was with Dr. John McInnis of Orthopedic Affiliates. [REDACTED] remained in a cast until December 1, 2006. She underwent Physical Therapy from November 27, 2006 through January 8, 2007, and Occupational Therapy from December 7, 2006, until May 17, 2007. After removal of the cast, Ms. [REDACTED] was required to wear a splint and arm-sling for several months while her fracture healed. At present, she continues with home exercises to strengthen her left arm and grip. She also wears a brace for sleeping, in an attempt to control recurring arm tingling.

In addition to her arm fracture, [REDACTED] sustained a facial injury and tinnitus from the impact of the airbag on her face. She suffered from "recurring episodes of facial paresthesias in the distribution of the left infra-orbital nerve" until late November. Her medical bills are in excess of approximately \$12,000.

For months after the airbag incident, [REDACTED] was completely unable to use her arm or lift anything that weighed more than a few ounces. She experienced painful sensations with any attempt to bend her arm at the elbow, and she had neurological tingling sensations on her forearm. She was unable to perform household activities, including such simple tasks as lifting kitchen pans, carrying a laundry basket, or carrying grocery bags.

[REDACTED] arm injury resulted in an extended period of impaired and diminished earnings. [REDACTED] who is a Registered Nurse, was employed by the Emerson Hospital as a Visiting Nurse. Her regular duties were to visit and care for patients at their homes, which necessitated driving to each patient's home. Her responsibilities typically included lifting patients while caring for them. Her regular work week was 24 hours based on a three 8 hour shifts, with a rate of pay of \$29.57 per hour. She also worked overtime on an as-needed basis, for which she received time and one-half of her regular pay. Her average weekly earnings for the year prior to the incident were \$800 based on annual earnings of \$41,599, inclusive of overtime.

As a result of her injuries, [REDACTED] was unable to work in any capacity from September 24, 2006 until January 22, 2007, a period of 18 weeks. When she resumed work on January 22, she was able to work part time only, 12 hours per week, with significant restrictions on her work activity. She was not permitted to visit and treat patients; she was given office work only. She worked 12 hours per week until March 22, 2007, a period of 8 weeks, when she resumed her regular 24 hour work-week. Even after resuming a 24 hour work-week, [REDACTED] job responsibilities were modified so that she was seeing fewer patients than usual, and efforts were made to assign her patients who would not require lifting. Based on average earnings of \$800 per week, Ms.

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.
Re: [REDACTED]
- 5 -

[REDACTED] estimated lost and impaired earnings, including lost overtime, are approximately \$17,600.

Immediately after the airbag deployment on September 24, 2006, [REDACTED] husband turned off the ignition. The vehicle remained in place and was not moved or restarted until it was transported to Toyota of Nashua via flatbed on February 21, 2007 for the inspection by Toyota's field technician. After the inspection, the vehicle was transported back to [REDACTED] home and placed back in the garage—where it remains. Ms. [REDACTED] claim for property damage is for the fair market value of the subject vehicle, which is not drivable and cannot be repaired because it is evidence in her legal claim. [REDACTED] has sustained damages in the amount of the fair market value of the vehicle as it existed before the airbag deployed, which is estimated to be approximately \$9,735.00. Because [REDACTED] needs a car to drive to work, she has purchased a new vehicle without recovering insurance for the value of the subject Toyota. She is also now unwilling to repair the vehicle and resume driving it for fear that the airbag might again deploy inadvertently.

I have enclosed the following:

- A. Letter from plaintiff to Toyota dated December 1, 2006;
- B. Letter dated March 29, 2007 from Carol Hargrave of Toyota Motor Sales, U.S.A., Inc.
- C. Toyota of Nashua Order and Invoice;
- D. Photographs of the Toyota Camry Solara in the location where the unintended deployment occurred;
- E. The Certificate of Title; and
- F. New car "sticker".

Based on the foregoing, the plaintiff's demand for settlement is \$9,735.00 for property damage, which represents the fair market value of the subject vehicle before the unwarranted airbag deployment; and \$350,000 for personal injuries. Under Massachusetts General Laws c. 93A, §9, Toyota may be liable for multiple damages and attorneys fees for failure to tender a reasonable offer of settlement within 30 days of this demand.

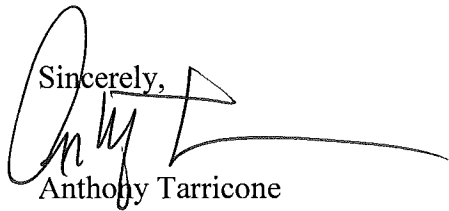
All communications concerning this matter should be directed to the undersigned. Thank you for your anticipated cooperation.

August 1, 2007
Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S. A., Inc.

Re: [REDACTED]

- 6 -

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Tarricone', with a long horizontal flourish extending to the right.

Anthony Tarricone

Enclosures

cc: Toyota Motor Corporation
1 Toyota-Cho
Toyota City
Aichi Prefecture 471-8571, Japan

[REDACTED]

KREINDLER & KREINDLER LLP

277 DARTMOUTH STREET
BOSTON, MA 02116
TELEPHONE: (617) 424-9100
FAX: (617) 424-9120

December 1, 2006

**VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED**

Toyota Motor Sales U.S.A, Inc.
Legal Department
19001 Southwestern Avenue
Torrance, CA 90501

Re: Claimant: [REDACTED]
Date of Injury: September 24, 2006

Dear Toyota Representative:

This office represents [REDACTED] of Tyngsboro, Massachusetts, in claims for personal injury and violation of the Massachusetts Consumer Protection Act, General Laws c. 93A, in connection with injuries suffered as a result of the unintended deployment of the driver's side front airbag in a Toyota Camry Solara. Because of the recent date of this incident and [REDACTED] ongoing medical care, the full extent of her injuries and damages are not known. I am writing with the expectation that, given the circumstances of this claim, Toyota will agree to compensate [REDACTED] for the fair market value of the subject vehicle; to take whatever action is necessary to download all available data from the vehicle; and agree to arrange to store the vehicle in a secure location pending resolution of [REDACTED] personal injury claim.

[REDACTED] is the owner of a model year 2001 Toyota Camry Solara, VIN No. 2T1CG22P61C [REDACTED], which she purchased new from an authorized Toyota dealer on July 19, 2001, with financing from Toyota Motor Credit Corporation. On September 24, 2006, [REDACTED] who is a 32 year old registered nurse, suffered serious injuries when the driver's side front airbag in the subject vehicle deployed in circumstances clearly contrary to the intended design of the SRS airbag system. After entering the subject vehicle and closing the door, [REDACTED] started the car with the ignition key in the usual manner, and the driver's side front-impact airbag deployed without warning while

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Toyota Motor Corporation
Toyota Motor Sales U.S.A., Inc.
December 1, 2006
Page Two

the vehicle transmission was still in "park". The force of the airbag deployment caused a serious fracture of [REDACTED] left arm. This incident occurred while [REDACTED] was in the driver's seat; her husband Dave was in the passenger seat; and both doors were closed. The airbag deployment occurred within seconds of ignition.

The subject vehicle was equipped only with accessories installed by Toyota or its authorized dealer; and all service was performed by the authorized Toyota dealer, Toyota of Nashua, which sold the vehicle to [REDACTED]. The last service was on September 2, 2006, when [REDACTED] brought the vehicle in for service because the "check engine" indicator was illuminated. To [REDACTED] knowledge, the SRS airbag system had never been serviced unless part of Toyota-recommended periodic maintenance.

As a result of the unintended deployment of the Toyota Solara's SRS front airbag, [REDACTED] suffered a serious fracture of the left arm, for which she is still wearing a rigid fiberglass cast and receiving ongoing medical treatment. She has been unable to resume her work as a Registered Nurse at the Emerson Hospital in Concord, Massachusetts. She has not been able to drive a car since the incident and has been essentially housebound except for medical appointments.

The subject vehicle was designed, engineered, manufactured, sold, distributed and/or marketed by Toyota Motor Corporation, a Japanese corporation that sells and markets motor vehicles in the United States by and through Toyota Motor Sales U.S.A., Inc. The latter entity is registered as a foreign corporation doing business in the Commonwealth of Massachusetts.

Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc., (collectively, "Toyota"), marketed, advertised and represented that the subject vehicle was equipped with a Supplemental Restraint System that included airbags that Toyota expressly and impliedly represented were reasonably fit and suitable for their ordinary and intended purposes, including proper operation and deployment during an accident under conditions in which the airbag should deploy. The Owner's Manual, published and distributed by the Defendants with the subject vehicle, states that "*the SRS (Supplemental Restraint System) front airbags are designed to provide further protection for the driver and front*

Toyota Motor Corporation
Toyota Motor Sales U.S.A., Inc.
December 1, 2006
Page Three

passenger in addition to the primary safety protection provided by the seat belts.” The Owner’s Manual further states: “In response to a severe frontal impact, the SRS front airbags work together with the seat belts to help reduce injury by inflating,” which is described as above a “designed threshold level comparable to an approximate 25 km/h (15 mph) collision when impacting straight into a fixed barrier....”

The subject vehicle’s driver’s side front airbag did not operate as represented and as intended, in that it deployed at ignition, with the transmission in “park” and no impact whatsoever. The SRS front airbag obviously did not “provide... further protection” and, in fact, inflicted a severe orthopedic injury. The subject vehicle, without question, was not reasonably fit for its ordinary and intended purpose and Toyota therefore breached express and implied warranties with respect to the vehicle. Further, under Massachusetts law, a breach of warranty constitutes an unfair and deceptive trade practice in violation of General Laws c. 93A, § 2, which is actionable under General Laws c. 93A, § 9. See *Maillet v. ATF-Davidson Company, Inc.*, 407 Mass. 185, 193 (1990). Under c. 93A, an injured plaintiff may be entitled to attorneys’ fees and double or treble damages in addition to compensatory damages.

Immediately after the airbag deployment on September 24, 2006, [REDACTED] husband turned off the ignition. The vehicle has not been moved or restarted since then. It remains in [REDACTED] garage in the precise location where the incident occurred. The incident is not covered by [REDACTED] automobile insurance policy because it did not result from a collision. While she needs a car to commute to work when she is medically cleared to do so, she is afraid of driving the subject vehicle, even if repaired.

Under the circumstances, [REDACTED] is requesting that:

1. Toyota arrange to inspect the vehicle and download all available data from the airbag sensor assembly, and from any other sources of data, under conditions acceptable to all parties;
2. Toyota agree to pay [REDACTED] what would have been the fair market value of the vehicle before the airbag deployment, giving due consideration to the condition of the vehicle; and
3. Toyota remove the vehicle from [REDACTED] garage and arrange for its storage in a secure location pending resolution of [REDACTED] personal injury claim.

Toyota Motor Corporation
Toyota Motor Sales U.S.A, Inc.
December 1, 2006
Page Four

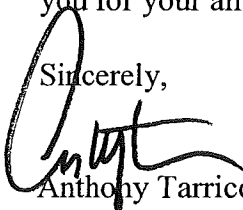
Because of the recent date of this incident, [REDACTED] is still in active treatment, and the extent of her injuries and damages are not ascertainable. She is not, therefore, in a position to resolve her claim for personal injuries at this time. We would ask, therefore, that Toyota agree to the above proposal and defer until a later date meaningful settlement discussions concerning [REDACTED] personal injury claim.

I have enclosed the following:

1. Photographs of the Toyota Camry Solara in the location where the unintended deployment occurred;
2. The Certificate of Title;
3. The new car "sticker"; and
4. The Repair Invoice dated September 2, 2006, which was the last service date.

I would appreciate receiving a response to this letter within two weeks of receipt. All communications concerning this matter should be directed to the undersigned. Thank you for your anticipated cooperation.

Sincerely,


Anthony Tarricone

Enclosures

cc: [REDACTED]

TOYOTA

Writer's Direct Dial: (310) 468-5027
Writer's Direct Fax: (310) 381-6317

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
(310) 468-4000

March 29, 2007

VIA US MAIL

Anthony Tarricone
KREINDLER & KREINDLER LLP
277 Dartmouth Street
Boston, MA 02116

RE:

[REDACTED]
Date of Loss:

September 24, 2006

Vehicle:

2001 Toyota Solara

VIN #:

2T1CG22P61C [REDACTED]

Dear Mr. Tarricone:

This letter is in response to your letter of December 1, 2006 and our follow up telephone conversations in regards to the above referenced incident.

It is our understanding that [REDACTED] reported that after she entered the vehicle and closed the door she started the vehicle with the ignition key when the air bag deployed.

As you are aware the vehicle was inspected by one of our field technicians. The results were reviewed by one of our engineers. The inspection and photographs of the vehicle revealed that there was substantial undercarriage damage including the front bumper, cross member, exhaust and flex pipe. We also found after market wiring.

The vehicle is designed with a safeing system. It has a mechanical safeing sensor and an electrical discriminating sensor. When the vehicle is started the system goes through a six to eight second diagnostic check if it detects any mechanical issue the light will stay on and the system will shut down at which time the air bag will not deploy. However if the diagnostic check is completed satisfactory then the only way the air bags will deploy would be as a result of forward deceleration of the vehicle or modified wiring.

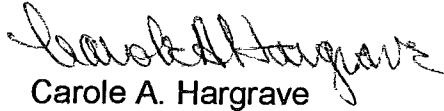

201 Toyota Solara

March 29, 2007

Page 2

We are very sorry about this most unfortunate incident how ever based on our inspection of the vehicle it is our determination that this incident was not the result of any type of manufacturing defect.

Very truly yours,



Carole A. Hargrave

Claims Manager

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

TOYOTA of Nashua

NE Auto Village
10 Marmon Dr. Telephone# 888-3555
Nashua, NH 03060

NAME [REDACTED] DATE 7/14 20 01

PLEASE ENTER MY ORDER FOR ONE VEHICLE AS FOLLOWS: LEASE USED LOCATE STOCK NUMBER
 NEW DEMONSTRATOR ORDER

Year	Make	Model	Type	Ser. No.
01	Toyota	Reed	SE	
Ext Color	Int. Color	Top	CYL	To be delivered on or about
Reed	Tan		4	A.S.A.P.
INSURANCE		AUTO TRANSMISSION	DESTINATION CHARGE	
COMPANY _____		POWER STEERING	FABRIC CARE	
VERIFIED BY: _____		POWER BRAKES	PAINT SEALANT	
AMOUNT TO		POWER WINDOWS	RUSTPROOFING	
TRADE <input type="checkbox"/>	\$ _____	CRUISE CONTROL	ANTI-THEFT DEVICE	
PURCHASE <input type="checkbox"/>		AIR CONDITIONING	AM-FM RADIO	
LEASE <input type="checkbox"/>		SUNROOF	AM-FM RADIO CASSETTE	
		* Task V	RS 3900	
— SUB TOTALS —				

WARRANTY	Factor	
TITLE NAME	[REDACTED]	— TOTAL CASH DELIVERED PRICE
D.O.B.	3/16/74	ADMINISTRATION FEE \$85.00
MILEAGE		
LIEN		— TOTAL PRICE OF UNIT

S F L E M E N T	I DO _____ DO NOT _____ WANT VEHICLE SERVICE AGREEMENT	
	TOTAL - USED TRADE-IN ALLOWANCE & DISCOUNT	
	LESS BALANCE OWING ON TRADE-IN	
	NET ALLOWANCE AND DISCOUNT ON USED TRADE-IN	
	NON - REFUNDABLE DEPOSIT _____ Customer Initials	
	AMOUNT TO FINANCE AT	
	UNPAID CASH BALANCE DUE ON DELIVERY CASH or CERTIFIED CHECK	2300
	FINAL PRICE INCLUDES ALL DISCOUNTS AND REBATES _____ Customer Initials	\$700 Rebate to dealer

DESCRIPTION OF TRADE-IN				TIRES	CYL	A.T.	A/C	RAD	P.S.	P.B.
YEAR	MAKE	MODEL	COLOR							
SER. NO.			MILEAGE							

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized.
I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order.

SIGNED [REDACTED] PURCHASER

SALESMAN 403
45102

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

STREET ADDRESS [REDACTED]

CITY & STATE Cornell MD ZIP [REDACTED]

BUS. PHONE [REDACTED] RES. PHONE [REDACTED]

APPROVED: _____
Dealer or Authorized Representative



TOYOTA OF NASHUA

New England Automotive Village
 10 Marmon Drive NASHUA, NH 03060
 TOYOTA (603) 888-3555
 TRUCK CENTER (603) 891-1900

SOLD TO

ADDRESS

LOWELL MA

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2001	TOYOTA	SOLARA	NEW	2T1CG22P610
SALESMAN	GAGNON, DAVID		COLOR	RED FLAME
SALESMAN			KEY NOS.	12012

FULL FACTORY WARRANTY

TOYOTA MOTOR CREDIT CORP.
 2 HIGHWOOD DR. SUITE 204
 TEWKSBURY MA 01876

DISCLAIMER OF WARRANTIES:

Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the seller to the buyer, the seller makes no warranties, either express or implied, with regard to this vehicle. Therefore, with respect to the seller the vehicle is sold "as is" and the entire risk as to quality or performance of the vehicle is with the buyer and/or the manufacturer if a manufacturer supplied warranty is in effect. If the vehicle proves defective after purchase, the buyer (and/or manufacturer) and not the seller, shall assume the entire cost of repair.

USED CAR TRADED

YEAR	MAKE	MODEL	COLOR	VEHICLE IDENT. OR SERIAL NO.
YEAR	MAKE	MODEL	COLOR	VEHICLE IDENT. OR SERIAL NO.

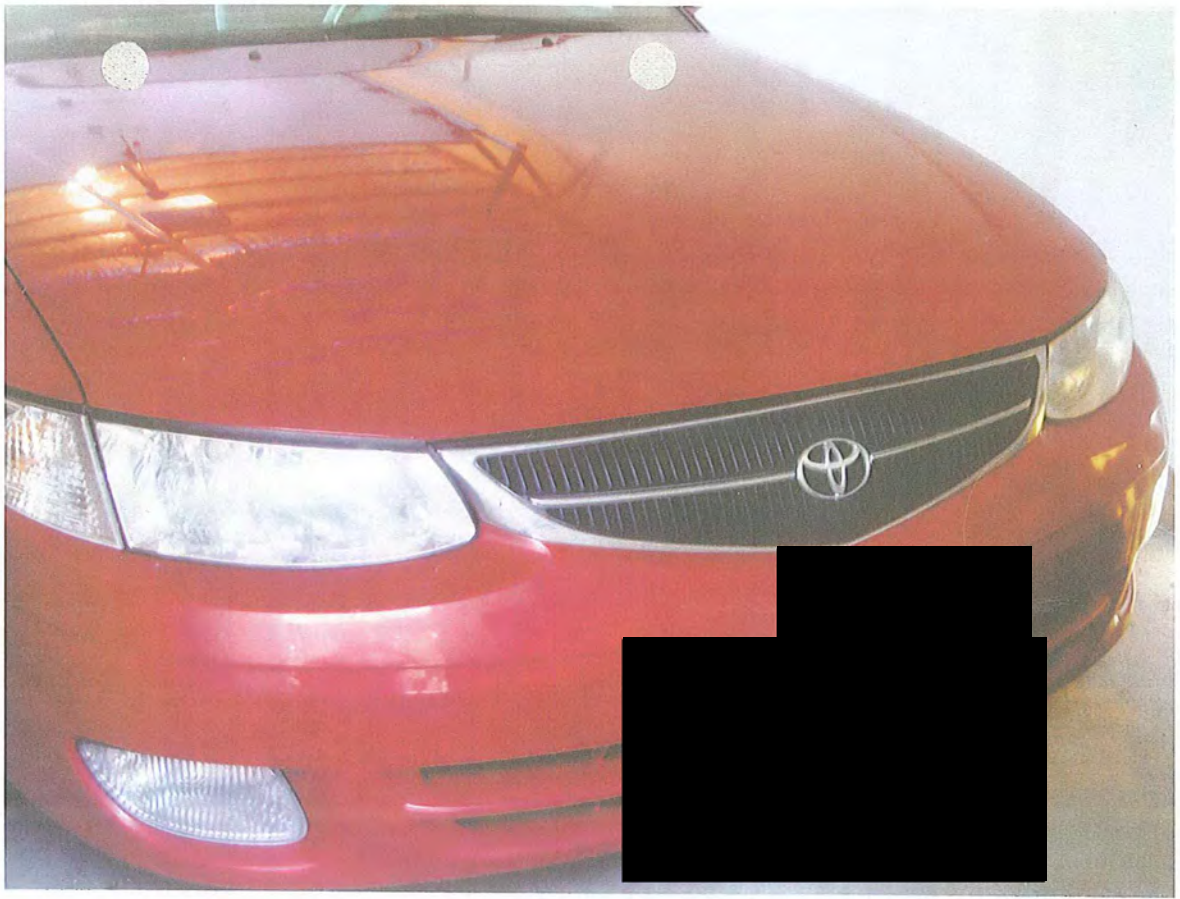
DATE	INVOICE NO.	STOCK NO.
07/19/01	81207	A9102
SALESMAN NUMBER 102		
DESCRIPTION	SALE	
SOLARA	4040	20650.00
G.A.P. INSURANCE		
U.S. Luxury		
AUTO CARE		
DOCUMENTATION		85.00
UNIVERSAL UN:		
TOTAL CASH PRICE		20735.00
FINANCING		
INSURANCE		
TOTAL TIME PRICE		
DEPOSIT		300.00
CASH ON DELIVERY		2700.00
USED CAR ALLOWANCE		
PAYMENTS		
MONTHS	DOLLARS	
60 @	369 PER MONTH	17735.00
TOTAL		20735.00

*Always Bring Your
 Vehicle
 Here For
 Factory Authorized
 Service*

by Reynolds and Reynolds

FORM C-1 (10-1-00)
 USE BINDER RIFE-811
 Reynolds and Reynolds CA257 (1097)

OPTIONAL EQUIPMENT AND ACCESSORIES



CERTIFICATE OF TITLE

6151248

THE COMMONWEALTH OF MASSACHUSETTS

TITLE NUMBER [REDACTED]		VEHICLE IDENTIFICATION NUMBER 2T1CG22P61C [REDACTED]			DATE OF ISSUE 08/03/2001	
MFRS. MODEL YEAR 2001	MAKE TOYT	MODEL NAME CAMSOL	MODEL NO. USSE	BODY STYLE/TYPE COUPE	NEW/USED NEW	
CYL. PASS. DRS. 04 05 2	PURCHASE DATE 07/19/2001	ODOMETER READING 88	PREV. TITLE NO.		PREV. TITLE STATE	
ACTUAL MILEAGE			IF PREVIOUS STATE WAS TITLE EXEMPT, REGISTRATION NUMBER IS DISPLAYED.			

MAILING ADDRESS ONLY

TOYOTA MOTOR CREDIT CORP
SUITE 204
2 HIGHWOOD DR
TEWKSBURY, MA 01876

OWNER(S) NAME AND ADDRESS

[REDACTED]
LOWELL, MA [REDACTED]

TITLE TYPE AND BRANDS

TITLE TYPE
BRAND
BRAND
BRAND
BRAND

TITLE MESSAGE(S):

FIRST LIENHOLDER:

TOYOTA MOTOR CREDIT CORP
2 HIGHWOOD DR
SUITE 204
TEWKSBURY, MA 01876

SECOND LIENHOLDER:

RELEASE OF FIRST LIEN:
THE FIRST LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED.

NAME: TOYOTA MOTOR CREDIT CORPORATION

AUTHORIZED SIGNATURE: *[Signature]*

DATE RELEASED: *[Signature]*

RELEASE OF SECOND LIEN:
THE SECOND LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED.

NAME:

AUTHORIZED SIGNATURE: X

DATE RELEASED:

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.



[Signature]

Daniel A. Grabauskas
Registrar of Motor Vehicles

CONTROL NO. E3469629
NOT THE TITLE NUMBER

ALTERATION OR ERASURE VOIDS THIS TITLE.

KEEP IN SAFE PLACE

ODOMETER DISCLOSURE STATEMENT

A9102

Federal law (and State law, if applicable) requires 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, TOYOTA OF NASHUA state that the odometer now
(TRANSFEROR'S NAME - PRINT)
reads 88 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.
WARNING — ODOMETER DISCREPANCY.

MAKE TOYOTA

MODEL SOLARA BODY TYPE SE

VEHICLE IDENTIFICATION NUMBER 2T1CG22P61C [REDACTED]

YEAR 01

TRANSFEROR'S NAME TOYOTA OF NASHUA (PRINTED NAME)

TRANSFEROR'S ADDRESS 10 MARMON DR (STREET)

NASHUA, NH (CITY) 03060 (STATE) (ZIP CODE)

TRANSFEROR'S NAME [Signature] (SIGNATURE)

DATE OF STATEMENT 07/19/01

TRANSFeree'S NAME [REDACTED]

TRANSFeree'S ADDRESS [REDACTED] (STREET)

LOWELL MA [REDACTED] (CITY) (STATE) (ZIP CODE)

TRANSFeree'S NAME [REDACTED] (SIGNATURE)

[REDACTED] (PRINTED NAME)

TOYOTA

STANDARD FEATURES

- DUAL COLOR-KEYED POWER REMOTE OUTSIDE MIRRORS
- FULL WHEEL COVERS
- COMFORT & CONVENIENCE
- MULTI-ADJUSTABLE FABRIC LINED FRONT BUCKET SEATS
- 4-WAY ADJUSTABLE FR HEADRESTS
- 60/40 SPLIT FOLDING REAR SEAT'S
- POWER WINDOWS AND DOOR LOCKS
- AIR CONDITIONER - CFC FREE
- CRUISE CTRL/RR WNDW DEFOGGER
- DUAL FRONT & REAR CUPHOLDERS
- CENTER CONSOLE W/STORAGE
- DIGITAL CLOCK/TACHOMETER
- VARIABLE INTERMITTENT WIPERS
- DLX ETR/CASS/CD W/6 SPKRS
- GLASS IMPRINTED ANTENNA
- REMOTE TRUNK/FUEL LID RELEASES
- TILT STEERING WHEEL
- * * * FULL TANK OF GAS * * *

the FREE FUEL ECONOMY GUIDE available at the dealer.



HIGHWAY MPG
32

2001 CAMRY SOLARA
4-CYL., 2.2 LITER DISP.,
V6, EFI ENGINE.
5-SPEED ECT AUTOMATIC
TRANSMISSION.

For Comparison Shopping,
all vehicles classified as
COMPACT
have been issued
mileage ratings
ranging from
11 to 52 mpg city
and
16 to 49 mpg
highway.

Estimated Annual Fuel Cost:
\$ 780

WWW.FUELECONOMY.GOV

PORT/PLANT: BUFFALO, NEW YORK 20127

Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline, license and title fees, applicable federal, state and local taxes and dealer and distributor installed options and accessories are not included in the manufacturer's suggested retail price.

CAMRY SOLARA SE 2-DOOR COUPE

VIN: 2T1CG22P61G [REDACTED] MODEL/YEAR: 2732C/2001
COLOR: RED FLAME METALLIC /IVORY FABR (03N5/00)

MANUFACTURER'S SUGGESTED RETAIL PRICE **\$19,765.00**

OPTIONAL EQUIPMENT

FE	50 STATE EMISSIONS	
SR	POWER TILT/SLIDE MOONROOF W/MAPLIGHT	900.00
PE	8-WAY PWR ADJ DRIVERS SEAT	390.00
VH	SPORT TRIM PCKG INCLUDES: P205/65R15 TIRES, 15" ALLOY WHEELS, KEYLESS ENTRY, JBL AM/FM/CASS/CD W/8 SPKRS, COLOR-KEYED FR & RR MUDGUARDS RR SPOILER, FLOOR MATS	1,627.00

DELIVERY, PROCESSING AND HANDLING FEE	455.00
SUB-TOTAL BEFORE DISCOUNT	\$23,137.00
EXTRA VALUE PACKAGE MSRP DISCOUNT	-\$700.00
TOTAL	\$22,437.00

TOYOTA'S LIMITED WARRANTY PROVIDES 36 MONTH/36,000 MILE COMPREHENSIVE COVERAGE, 5 YEAR/60,000 MILE POWERTRAIN COVERAGE, PLUS 5 YEAR BODY PANEL CORROSION PERFORATION WARRANTY. SEE OWNER'S GUIDE FOR DETAILS.

An extended service contract may be available for this vehicle. Ask dealer for details. 518779 718 FM TMMC





CAMRY SOLARA SE 2-

VIN: 2T1CG22P610
 COLOR: RED FLAME METALLIC

STANDARD FEATURES

MECHANICAL & PERFORMANCE

- 2.2L 4-CYL, 16-VALVE, TWIN-CAM EFI ENGINE
- FRONT WHEEL DRIVE
- 4-SPEED AUTOMATIC TRANSMISSION
- POWER RACK AND PINION STEERING
- 4-WHEEL INDEPENDENT SUSPENSION
- FRONT DISC/REAR DRUM BRAKES
- FRONT & REAR STABILIZER BARS
- 205/65R15 RADIAL TIRES (5)

SAFETY

- DR & FR PASSENGER AIRBAGS(SRS)
- 3-POINT SEAT BELTS WITH ALR/ELR PASSENGER BELTS
- FRONT SEAT BELT PRETENSIONERS & FORCE LIMITERS
- RR CENTER 3-POINT SEAT BELT
- SIDE IMPACT DOOR BEAMS

EXTERIOR

- AUTO-OFF HALOGEN HEADLAMPS
- INTEGRATED FRONT FOG LAMPS
- SOLAR ENERGY ABSORBING GLASS

- DUAL COLOR-KEYED POWER REMOTE OUTSIDE MIRRORS
 - FULL WHEEL COVERS
 - COMFORT & CONVENIENCE
 - MULTI-ADJUSTABLE FABRIC LINED FRONT BUCKET SEATS
 - 4-WAY ADJUSTABLE FR HEADRESTS
 - 60/40 SPLIT FOLDING REAR SEATS
 - POWER WINDOWS AND DOOR LOCKS
 - AIR CONDITIONER - CFC FREE
 - CRUISE CTRL/RR WNDW DEFOGGER
 - DUAL FRONT & REAR CUPHOLDERS
 - CENTER CONSOLE W/STORAGE
 - DIGITAL CLOCK/TACHOMETER
 - VARIABLE INTERMITTENT WIPERS
 - DLX ETR/CASS/CD W/6 SPKRS
 - GLASS IMPRINTED ANTENNA
 - REMOTE TRUNK/FUEL LID RELEASES
 - TILT STEERING WHEEL
- * * * FULL TANK OF GAS * * *

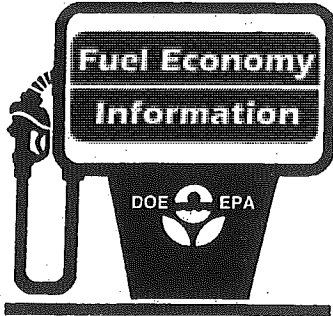
MANUFACTURER'S SUGGESTED PRICE
 OPTIONAL EQUIPMENT

- FE 50 STATE EMISSIONS
- SR POWER TILT/SLIDE MOONROOF W/MAPLIGHT
- PE 8-WAY PWR ADJ DRIVERS SEAT
- VH SPORT TRIM PKG INCLUDING P205/65R15 TIRES, 15" WHEELS, KEYLESS ENTRY, AM/FM/CASS/CD W/8 SPKR COLOR-KEYED FR & RR MIRROR, RR SPOILER, FLOOR MATS

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

CITY MPG

23



HIGHWAY MPG

32

Actual Mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates achieve between

19 and 27 mpg in the city, and between 27 and 37 mpg on the highway.

2001 CAMRY SOLARA 4-CYL., 2.2 LITER DISP., DOHC, EFI ENGINE. 4-SPEED ECT AUTOMATIC TRANSMISSION.

Estimated Annual Fuel Cost: \$ 780

For Comparison Shopping, all vehicles classified as

COMPACT

have been issued mileage ratings ranging from

11 to 52 mpg city and 16 to 49 mpg highway.

WWW.FUELECONOMY.GOV

DEALER NAME/ADDRESS: SHIP TO: PORT/PLANT: BUFFALO, NEW YORK

IRA TOYOTA
 161 ANDOVER STREET
 DANVERS MA01923

20127

Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline, license and title fees, applicable federal, state and local taxes and dealer and distributor installed options and accessories are not included in the manufacturer's suggested retail price.

DELIVERY, PROCESSING AND H.

SUB-TOTAL BEFORE DISCOUNT

EXTRA VALUE PACK MSRP DISCOUNT

TOTAL

TOYOTA'S LIMITED WARRANTY PROVIDES COMPREHENSIVE COVERAGE, 5 YEAR, 50,000 MILE COVERAGE, PLUS 5 YEAR BODY PANEL WARRANTY. SEE OWNER'S GUIDE FOR DETAILS.

An extended service contract may be available. Ask dealer for details. 518779



KREINDLER & KREINDLER LLP

277 Dartmouth Street
Boston, MA 02116-2805
(617) 424-9100
Fax: (617) 424-9120
www.kreindler.com

August 1, 2007

**VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED**

Toyota of Nashua
10 Marmon Drive
New England Auto Village
Nashua, NH 03060

Re: Claimant: [REDACTED]
Date of Injury: September 24, 2006

Demand Pursuant to Massachusetts General Laws c.93A

Dear Toyota of Nashua Representative:

This letter is a formal demand pursuant to the Massachusetts Consumer Protection Act, General Laws c. 93A.

This office represents [REDACTED] of Tyngsboro, Massachusetts, who was injured when the airbag in her 2001 Toyota Camry Solara deployed without an accident or impact. [REDACTED] is the owner of a model year 2001 Toyota Camry Solara, VIN No. 2T1CG22P61C [REDACTED] which she purchased new from Toyota of Nashua on July 19, 2001, with financing from Toyota Motor Credit Corporation. Toyota of Nashua sold the vehicle to [REDACTED] with a combination remote starter and car alarm, which was installed by Toyota of Nashua before delivery of the new vehicle. See Attached Appendix A, Toyota of Nashua Order and Invoice.

[REDACTED] initially asserted legal claims against Toyota Motor Sales U.S.A., Inc. and Toyota Motor Corporation (collectively "Toyota"), for personal injuries, property damage, and violation of the Massachusetts Consumer Protection Act, General Laws Chapter 93A. After being notified of [REDACTED] claims, Toyota arranged to have the vehicle inspected by one of its field technicians. The inspection was performed on February 21, 2007 at Toyota of Nashua. After the inspection, Toyota sent me a letter dated March 29, 2007, denying liability because of "substantial undercarriage damage" and "after market wiring." In the letter, Toyota stated that the airbag can deploy only "as a result of forward deceleration of the vehicle or modified wiring." See Attached Appendix B, letter of March 29, 2007 from Carol Hargrave of Toyota Motor Sales, U.S.A., Inc.

New York Office
100 Park Avenue
New York, NY 10017-5590
(212) 687-8181

Los Angeles Office
707 Wilshire Boulevard
Los Angeles, CA 90017-3613
(213) 622-6469

New Jersey Office
801 Franklin Avenue
Franklin Lakes, NJ 07417
(201) 343-7771

August 1, 2007
Toyota of Nashua

Re: [REDACTED]

-2-

Because the vehicle was not in motion when the airbag deployed and there is no undercarriage damage that could cause deployment, it is apparent that Toyota's position is that the unwarranted airbag deployment was caused by the installation of the after market wiring that was part of the remote starter and alarm installation. This "after market wiring" was installed by Toyota of Nashua before [REDACTED] took possession of and title to the vehicle, and the cost of the accessory was included in the sale price of the new vehicle as sold and delivered.

On behalf [REDACTED] I am providing Toyota of Nashua with this Demand for Settlement pursuant to the Massachusetts Consumer Protection Act, General Laws c. 93A, §9. Given Toyota's position that the after market wiring caused the airbag to deploy, Toyota of Nashua is responsible for [REDACTED] injuries and property damage. Please consider this letter formal demand for settlement of [REDACTED] claims for personal injury and property damage, and for violation of the Massachusetts Consumer Protection Act. The factual basis for [REDACTED] claims is set forth below:

On September 24, 2006, [REDACTED] who is a 32 year old registered nurse, suffered serious injuries when the driver's side front airbag in the subject vehicle deployed in circumstances clearly contrary to the intended design of the SRS airbag system. After entering the subject vehicle and closing the door, [REDACTED] started the car with the ignition key in the usual manner, and the driver's side front-impact airbag deployed without warning while the vehicle transmission was still in "park". The force of the airbag deployment caused a serious fracture of [REDACTED] left arm. This incident occurred while [REDACTED] was in the driver's seat; her husband Dave was in the right front passenger seat; and both doors were closed. The airbag deployment occurred within seconds of ignition.

The subject vehicle was equipped only with accessories installed by Toyota or Toyota of Nashua; and all service was performed by Toyota of Nashua, which sold the brand-new vehicle to [REDACTED]. The last service was on September 2, 2006, when [REDACTED] brought the vehicle in for service because the "check engine" indicator was illuminated. Toyota of Nashua performed service on September 2, 2006 and did not inform Ms. [REDACTED] of any defects in the vehicle that might cause unwarranted deployment of the airbag. To [REDACTED] knowledge, the SRS airbag system had never been serviced, except as part of Toyota-recommended and dealer-performed periodic maintenance.

The subject vehicle was designed, engineered, manufactured, sold, distributed and/or marketed by Toyota Motor Corporation, a Japanese corporation that sells and markets motor vehicles in the United States by and through Toyota Motor Sales U.S.A., Inc. Toyota of Nashua is an authorized Toyota dealer that sells new Toyota automobiles to the general public. In fact, Toyota of Nashua sold the subject vehicle to [REDACTED] and provided all service throughout the warranty period and beyond.

August 1, 2007
Toyota of Nashua

Re: [REDACTED]

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Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc., (collectively, "Toyota"), marketed, advertised and represented that the subject vehicle was equipped with a Supplemental Restraint System that included airbags that Toyota expressly and impliedly represented were reasonably fit and suitable for their ordinary and intended purposes, including proper operation and deployment during an accident under conditions warranting deployment of the airbag. The Owner's Manual, which was published by Toyota and distributed by Toyota of Nashua with the subject vehicle when sold, states that *"the SRS (Supplemental Restraint System) front airbags are designed to provide further protection for the driver and front passenger in addition to the primary safety protection provided by the seat belts."* The Owner's Manual further states: *"In response to a severe frontal impact, the SRS front airbags work together with the seat belts to help reduce injury by inflating,"* which is described as above a *"designed threshold level comparable to an approximate 25 km/h (15 mph) collision when impacting straight into a fixed barrier...."*

The subject vehicle's driver's side front airbag did not operate as represented and as intended, in that it deployed at ignition, with the transmission in "park" and no impact whatsoever. The SRS front airbag obviously did not *"provide... further protection"* and, in fact, inflicted a severe orthopedic injury under foreseeable conditions of use. The subject vehicle and its SRS airbag system, without question, were not reasonably fit for their ordinary and intended purposes, and Toyota of Nashua therefore breached express and implied warranties with respect to the vehicle. Further, under Massachusetts law, a breach of warranty constitutes an unfair and deceptive trade practice in violation of General Laws c. 93A, § 2, which is actionable under General Laws c. 93A, § 9. See *Maillet v. ATF-Davidson Company, Inc.*, 407 Mass. 185, 193 (1990). Under the applicable provisions of c. 93A, an injured plaintiff may be entitled to attorneys' fees and double or treble damages in addition to compensatory damages.

After the airbag deployed on September 24, 2006, [REDACTED] was taken to the Emergency Room at Saints Memorial Hospital in Lowell, Massachusetts. She was examined and x-rayed, and it was determined that she had suffered a left ulna fracture. She was treated and discharged home.

[REDACTED] transferred her care to the Emerson Hospital in Concord, where she works as a Registered Nurse. Her orthopedic care was with Dr. John McInnis of Orthopedic Affiliates. [REDACTED] remained in a cast until December 1, 2006. She underwent Physical Therapy from November 27, 2006 through January 8, 2007, and Occupational Therapy from December 7, 2006, until May 17, 2007. After removal of the cast, Ms. [REDACTED] was required to wear a splint and arm-sling for several months while her fracture healed. At present, she continues with home exercises to strengthen her left arm and grip. She also wears a brace for sleeping, which helps control recurring arm tingling.

In addition to her arm fracture, [REDACTED] sustained a facial injury and tinnitus from the impact of the airbag on her face. She suffered from "recurring episodes of facial

August 1, 2007
Toyota of Nashua

Re: [REDACTED]

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paresthesias in the distribution of the left infra-orbital nerve” into late November, months after the unwarranted airbag deployment. Her medical bills are in excess of approximately \$12,000.

For months after the airbag incident, [REDACTED] was completely unable to use her arm or lift anything that weighed more than a few ounces. She experienced painful sensations with any attempt to bend her arm at the elbow, and she had neurological tingling sensations on her forearm. She was unable to perform household activities, including such simple tasks as lifting kitchen pans, carrying a laundry basket, or carrying grocery bags.

[REDACTED] arm injury resulted in an extended period of impaired and diminished earnings. [REDACTED] who is a Registered Nurse, was employed by the Emerson Hospital as a Visiting Nurse. Her regular duties were to visit and care for patients at their homes, which necessitated driving to each patient’s home. Her responsibilities typically included lifting patients while caring for them. Her regular work week was 24 hours, which was based on three 8 hour days, at a pay rate of \$29.57 per hour. She also worked overtime on an as-needed basis. Her average weekly earnings for the year prior to the incident were \$800 based on annual earnings of \$41,599.

As a result of her injuries, [REDACTED] was unable to work in any capacity from September 24, 2006 until January 22, 2007, a period of 18 weeks. When she resumed work on January 22, she was able to work part time only, 12 hours per week, with significant restrictions on her work activity. She was not permitted to visit and treat patients; she was given office work only. She worked 12 hours per week until March 22, 2007, a period of 8 weeks, when she resumed her regular 24 hour work-week. Even after resuming a 24 hour work-week, [REDACTED] job responsibilities were modified so that she was seeing fewer patients than usual, and efforts were made to assign her to patients who would not require lifting. Based on average earnings of \$800 per week, Ms. [REDACTED] estimated lost and impaired earnings, including lost overtime, are approximately \$17,600.

Immediately after the airbag deployment on September 24, 2006, [REDACTED] husband turned off the ignition. The vehicle remained in place and was not moved or restarted until it was transported to Toyota of Nashua via flatbed on February 21, 2007 for the inspection by Toyota’s field technician. After the inspection the vehicle was transported back to [REDACTED] home and placed back in the garage—where it remains. Ms. [REDACTED] claim for property damage is for the fair market value of the subject vehicle, which is not drivable and cannot be repaired because it is evidence in her legal claim. [REDACTED] has sustained damages in the amount of the fair market value of the vehicle as it existed before the airbag deployed, which is estimated to be approximately \$9,735.00. Because [REDACTED] needs a car to drive to work, she has purchased a new vehicle without recovering insurance for the value of the subject Toyota. She is also now

August 1, 2007
Toyota of Nashua

Re: [REDACTED]

-5-

unwilling to repair the vehicle and resume driving it for fear that the airbag may deploy inadvertently again.

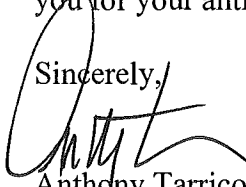
I have enclosed the following:

- A. Toyota of Nashua Order and Invoice;
- B. Letter dated March 29, 2007 from Carol Hargrave of Toyota Motor Sales, U.S.A., Inc.;
- C. Photographs of the Toyota Camry Solara in the location where the unintended deployment occurred;
- D. The Certificate of Title;
- E. New car "sticker";
- F. The Repair Invoice dated September 2, 2006, which was the last service date.

Based on the foregoing, the plaintiff's demand for settlement is \$9,735.00 for property damage, which represents the fair market value of the subject vehicle before the unwarranted airbag deployment; and \$350,000 for personal injuries. Under Massachusetts General Laws c. 93A, §9, Toyota may be liable for multiple damages and attorneys fees for failure to tender a reasonable offer of settlement within 30 days of this demand.

All communications concerning this matter should be directed to the undersigned. Thank you for your anticipated cooperation.

Sincerely,


Anthony Tarricone

Enclosures

cc: [REDACTED]

Carole A. Hargrave, Toyota Motor Sales, U.S.A., Inc.

TOYOTA

Writer's Direct Dial: (310) 468-5027
Writer's Direct Fax: (310) 381-6317

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
(310) 468-4000

March 29, 2007

VIA US MAIL

Anthony Tarricone
KREINDLER & KREINDLER LLP
277 Dartmouth Street
Boston, MA 02116

RE:

[REDACTED]
Date of Loss: September 24, 2006
Vehicle: 2001 Toyota Solara
VIN #: 2T1CG22P61C [REDACTED]

Dear Mr. Tarricone:

This letter is in response to your letter of December 1, 2006 and our follow up telephone conversations in regards to the above referenced incident.

It is our understanding that [REDACTED] reported that after she entered the vehicle and closed the door she started the vehicle with the ignition key when the air bag deployed.

As you are aware the vehicle was inspected by one of our field technicians. The results were reviewed by one of our engineers. The inspection and photographs of the vehicle revealed that there was substantial undercarriage damage including the front bumper, cross member, exhaust and flex pipe. We also found after market wiring.

The vehicle is designed with a safeing system. It has a mechanical safeing sensor and an electrical discriminating sensor. When the vehicle is started the system goes through a six to eight second diagnostic check if it detects any mechanical issue the light will stay on and the system will shut down at which time the air bag will not deploy. However if the diagnostic check is completed satisfactory then the only way the air bags will deploy would be as a result of forward deceleration of the vehicle or modified wiring.

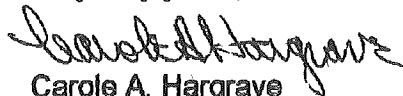

201 Toyota Solara

March 29, 2007

Page 2

We are very sorry about this most unfortunate incident how ever based on our inspection of the vehicle it is our determination that this incident was not the result of any type of manufacturing defect.

Very truly yours,



Carole A. Hargrave
Claims Manager
Toyota Motor Sales, U.S.A., Inc.

Case Report - 200701170727**Customer/Caller Summary:**

Customer Name/Address:

Tyngsboro, MA
999-999-9999

Caller Phone:

Caller Alt. Phone:

Case Summary:

Case Title: Product; FCRP; Air Bags- Front; Deploy
Case Type: Priority
Contact Method: Phone
Cust Attitude: Concerned
Coding Type: Complaint
Category: Product
Problem Area: FCRP
Component: Air Bags- Front
Condition: Deploy
VIN: 2T1CG22P61C [REDACTED]
Dofu: 07/23/2001
Current Miles: 0
Incident Miles: 0
Model Year: 2001
Model Name: Solara
Region: Boston
District: 0
Dealer 1: Boston Region, 20088
Selling Dealer: Toyota Of Nashua, 28009

Case History:

Caller Seeks: Inspect veh, receive fair market value for the veh & toy to store the veh pending resolution
CAC Stated: Cust attorney to be contacted w/in 3 bus days.

*** PHONE LOG 01/17/2007 10:51:43 AM SMOore

Letter from claims dept. Cust attorney, anthony tarricone, 617-424-9100, sts 9-24-06, cust started veh and driver's air bag deployed, causing serious injuries. Claims rep, c. hargrave, requests region perform a fcrp inspection.

*** NOTES 01/17/2007 10:53:39 AM SMOore

Per legal rep, c. hargrave, cust having veh towed to indep. Sts factory rep will need to contact cust attorney to make inspection arrangements. NCR forwarded email/letter, from cust attorney to rcr. c. ringer. Only attorney is to be contacted.

*** NOTES 01/18/2007 09:48:11 AM CRinger170

RCR called cust attorney Anthony Tarricone and left msg to c/b to setup an inspection date. RCR is now waiting for c/b.

Activity Summary:

Activity	Date/Time	Originator	Additional Information
Yanked	01/19/2007 09:36:45 AM	CRinger170	Case grabbed from SMOore to CRinger170's default WipBin.
Chg Status	01/19/2007 09:36:45 AM	CRinger170	Action Region
Rule Action	01/18/2007 09:48:18 AM	rulemgr	Action Send Notify of rule Toyota Priority/Accident Non Orig Notes fired
Notes	01/18/2007 09:48:11 AM	CRinger170	Log notes.
Dispatch	01/17/2007 11:00:03 AM	SMoore	Action Region to Boston
Chg Status	01/17/2007 11:00:03 AM	SMoore	Case sent to region: Boston
Notes	01/17/2007 10:59:17 AM	SMoore	Log notes.
Notes	01/17/2007 10:58:58 AM	SMoore	Log notes.
Modify	01/17/2007 10:58:01 AM	SMoore	into WIP default and Status of Action CAC.
Notes	01/17/2007 10:53:39 AM	SMoore	Log notes.
Phone Log	01/17/2007 10:51:43 AM	SMoore	Start = 01/17/2007 10:46:31 AM, End = 01/17/2007 10:51:43 AM, Contact = Karen Mitchell.

PL CLAIMS

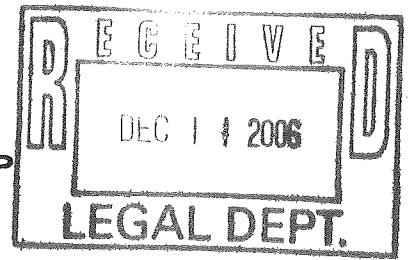
TO: File
FR: Carole Hargrave
DATE: 1/18/07
RE: TREAD Act Information for Claim by [REDACTED]

<u>TREAD Act Information:</u>	<u>Source:*</u>
Make, Model, Model Year: 01 Solara	Letter from Attorney
VIN: 2T1CG22P61C [REDACTED]	“
Incident : 9/24/06	“
Component((s) Air Bag	“
Did the incident involve a fire? No	“
Did the incident involve a rollover? No	“
State of Incident: MA	“
Number of deaths: 0	“
Number of persons claiming reportable injuries: 1	“
Number of incidents of property damage: 0	“

*e.g.: Complaint, Police Report, Conversation w/plaintiff's attorney, etc.

KREINDLER & KREINDLER LLP

277 DARTMOUTH STREET
BOSTON, MA 02116
TELEPHONE: (617) 424-9100
FAX: (617) 424-9120



December 1, 2006

**VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED**

Toyota Motor Sales U.S.A, Inc.
Legal Department
19001 Southwestern Avenue
Torrance, CA 90501

Re: Claimant: [REDACTED]
Date of Injury: September 24, 2006

Dear Toyota Representative:

This office represents [REDACTED] of Tyngsboro, Massachusetts, in claims for personal injury and violation of the Massachusetts Consumer Protection Act, General Laws c. 93A, in connection with injuries suffered as a result of the unintended deployment of the driver's side front airbag in a Toyota Camry Solara. Because of the recent date of this incident and [REDACTED] ongoing medical care, the full extent of her injuries and damages are not known. I am writing with the expectation that, given the circumstances of this claim, Toyota will agree to compensate [REDACTED] for the fair market value of the subject vehicle; to take whatever action is necessary to download all available data from the vehicle; and agree to arrange to store the vehicle in a secure location pending resolution of [REDACTED] personal injury claim.

[REDACTED] is the owner of a model year 2001 Toyota Camry Solara, VIN No. 2T1CG22P61C [REDACTED], which she purchased new from an authorized Toyota dealer on July 19, 2001, with financing from Toyota Motor Credit Corporation. On September 24, 2006, [REDACTED] who is a 32 year old registered nurse, suffered serious injuries when the driver's side front airbag in the subject vehicle deployed in circumstances clearly contrary to the intended design of the SRS airbag system. After entering the subject vehicle and closing the door, [REDACTED] started the car with the ignition key in the usual manner, and the driver's side front-impact airbag deployed without warning while

Toyota Motor Corporation
Toyota Motor Sales U.S.A, Inc.
December 1, 2006
Page Two

the vehicle transmission was still in "park". The force of the airbag deployment caused a serious fracture of [REDACTED] left arm. This incident occurred while [REDACTED] was in the driver's seat; her husband [REDACTED] was in the passenger seat; and both doors were closed. The airbag deployment occurred within seconds of ignition.

The subject vehicle was equipped only with accessories installed by Toyota or its authorized dealer; and all service was performed by the authorized Toyota dealer, Toyota of Nashua, which sold the vehicle to [REDACTED]. The last service was on September 2, 2006, when [REDACTED] brought the vehicle in for service because the "check engine" indicator was illuminated. To [REDACTED] knowledge, the SRS airbag system had never been serviced unless part of Toyota-recommended periodic maintenance.

As a result of the unintended deployment of the Toyota Solara's SRS front airbag, [REDACTED] suffered a serious fracture of the left arm, for which she is still wearing a rigid fiberglass cast and receiving ongoing medical treatment. She has been unable to resume her work as a Registered Nurse at the Emerson Hospital in Concord, Massachusetts. She has not been able to drive a car since the incident and has been essentially housebound except for medical appointments.

The subject vehicle was designed, engineered, manufactured, sold, distributed and/or marketed by Toyota Motor Corporation, a Japanese corporation that sells and markets motor vehicles in the United States by and through Toyota Motor Sales U.S.A., Inc. The latter entity is registered as a foreign corporation doing business in the Commonwealth of Massachusetts.

Toyota Motor Corporation and Toyota Motor Sales U.S.A., Inc., (collectively, "Toyota"), marketed, advertised and represented that the subject vehicle was equipped with a Supplemental Restraint System that included airbags that Toyota expressly and impliedly represented were reasonably fit and suitable for their ordinary and intended purposes, including proper operation and deployment during an accident under conditions in which the airbag should deploy. The Owner's Manual, published and distributed by the Defendants with the subject vehicle, states that "*the SRS (Supplemental Restraint System) front airbags are designed to provide further protection for the driver and front*

Toyota Motor Corporation
Toyota Motor Sales U.S.A., Inc.
December 1, 2006
Page Three

passenger in addition to the primary safety protection provided by the seat belts.” The Owner’s Manual further states: “In response to a severe frontal impact, the SRS front airbags work together with the seat belts to help reduce injury by inflating,” which is described as above a “designed threshold level comparable to an approximate 25 km/h (15 mph) collision when impacting straight into a fixed barrier....”

The subject vehicle’s driver’s side front airbag did not operate as represented and as intended, in that it deployed at ignition, with the transmission in “park” and no impact whatsoever. The SRS front airbag obviously did not “provide... further protection” and, in fact, inflicted a severe orthopedic injury. The subject vehicle, without question, was not reasonably fit for its ordinary and intended purpose and Toyota therefore breached express and implied warranties with respect to the vehicle. Further, under Massachusetts law, a breach of warranty constitutes an unfair and deceptive trade practice in violation of General Laws c. 93A, § 2, which is actionable under General Laws c. 93A, § 9. See *Maillet v. ATF-Davidson Company, Inc.*, 407 Mass. 185, 193 (1990). Under c. 93A, an injured plaintiff may be entitled to attorneys’ fees and double or treble damages in addition to compensatory damages.

Immediately after the airbag deployment on September 24, 2006, [REDACTED] husband turned off the ignition. The vehicle has not been moved or restarted since then. It remains in [REDACTED] garage in the precise location where the incident occurred. The incident is not covered by [REDACTED] automobile insurance policy because it did not result from a collision. While she needs a car to commute to work when she is medically cleared to do so, she is afraid of driving the subject vehicle, even if repaired.

Under the circumstances, [REDACTED] is requesting that:

1. Toyota arrange to inspect the vehicle and download all available data from the airbag sensor assembly, and from any other sources of data, under conditions acceptable to all parties;
2. Toyota agree to pay [REDACTED] what would have been the fair market value of the vehicle before the airbag deployment, giving due consideration to the condition of the vehicle; and
3. Toyota remove the vehicle from [REDACTED] garage and arrange for its storage in a secure location pending resolution of [REDACTED] personal injury claim.

Toyota Motor Corporation
Toyota Motor Sales U.S.A, Inc.
December 1, 2006
Page Four

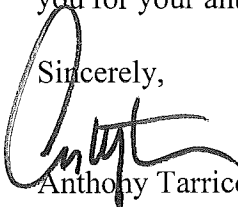
Because of the recent date of this incident, [REDACTED] is still in active treatment, and the extent of her injuries and damages are not ascertainable. She is not, therefore, in a position to resolve her claim for personal injuries at this time. We would ask, therefore, that Toyota agree to the above proposal and defer until a later date meaningful settlement discussions concerning [REDACTED] personal injury claim.

I have enclosed the following:

1. Photographs of the Toyota Camry Solara in the location where the unintended deployment occurred;
2. The Certificate of Title;
3. The new car "sticker"; and
4. The Repair Invoice dated September 2, 2006, which was the last service date.

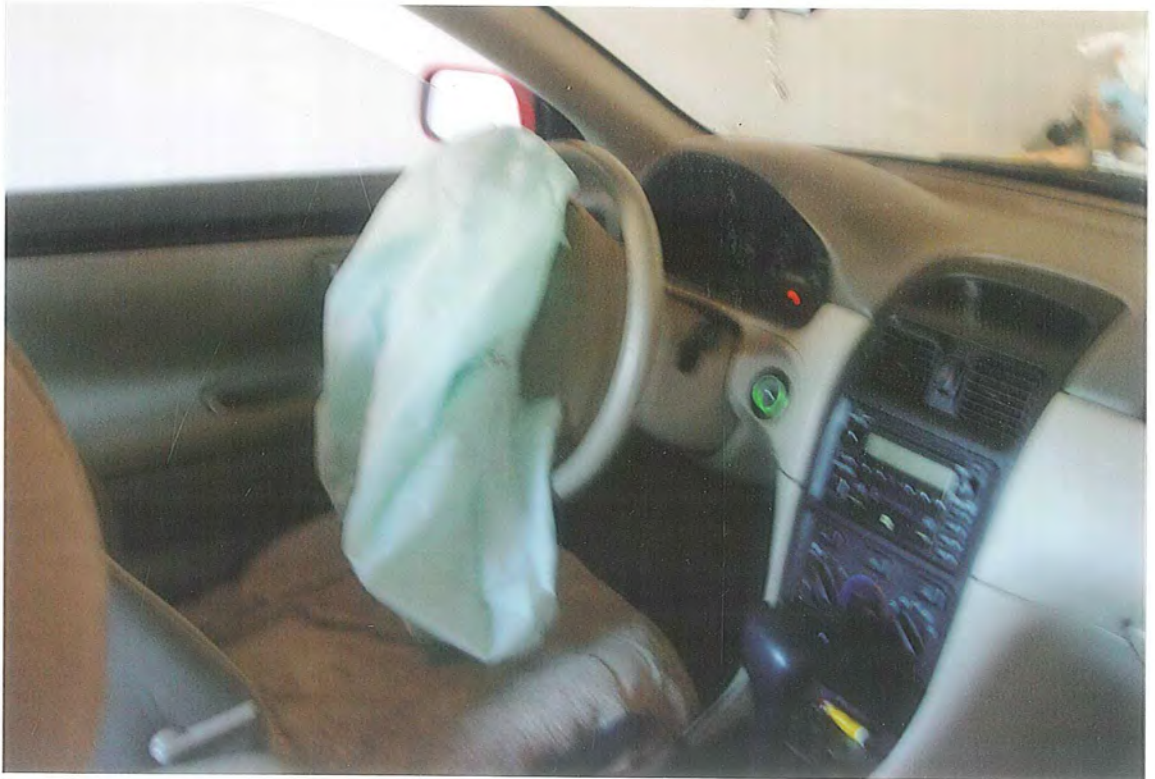
I would appreciate receiving a response to this letter within two weeks of receipt. All communications concerning this matter should be directed to the undersigned. Thank you for your anticipated cooperation.

Sincerely,


Anthony Tarricone

Enclosures

cc: [REDACTED]



CERTIFICATE OF TITLE

6151298

THE COMMONWEALTH OF MASSACHUSETTS

TITLE NUMBER [REDACTED]		VEHICLE IDENTIFICATION NUMBER 2T1CG22P61C [REDACTED]			DATE OF ISSUE 08/03/2001	
MFRS. MODEL YEAR 2001	MAKE TOYT	MODEL NAME CAMSOL	MODEL NO. USSE	BODY STYLE/TYPE COUPE	NEW/USED NEW	
CYL. PASS. DRS. 04 05 2	PURCHASE DATE 07/19/2001	ODOMETER READING 88 ACTUAL MILEAGE		PREV. TITLE NO.	PREV. TITLE STATE	
				IF PREVIOUS STATE WAS TITLE EXEMPT, REGISTRATION NUMBER IS DISPLAYED		

TITLE TYPE AND BRANDS

TITLE TYPE

BRAND
BRAND
BRAND
BRAND

TITLE MESSAGE(S)

MAILING ADDRESS ONLY:

TOYOTA MOTOR CREDIT CORP
SUITE 204
2 HIGHWOOD DR
TEWKSBURY, MA 01876

OWNER(S) NAME AND ADDRESS:

[REDACTED]
LOWELL, MA 01852- [REDACTED]

FIRST LIENHOLDER:

TOYOTA MOTOR CREDIT CORP
2 HIGHWOOD DR
SUITE 204
TEWKSBURY, MA 01876

SECOND LIENHOLDER:

RELEASE OF FIRST LIEN: THE FIRST LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED
NAME: TOYOTA MOTOR CREDIT CORPORATION
AUTHORIZED SIGNATURE: <input checked="" type="checkbox"/> [Signature]
DATE RELEASED:

RELEASE OF SECOND LIEN: THE SECOND LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED
NAME:
AUTHORIZED SIGNATURE: <input checked="" type="checkbox"/>
DATE RELEASED:

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.



Daniel A. Grabauskas

Daniel A. Grabauskas
Registrar of Motor Vehicles

CONTROL NO. E3469629
NOT THE TITLE NUMBER

ALTERATION OR ERASURE VOIDS THIS TITLE.

KEEP IN SAFE PLACE

THIS TITLE CONTAINS A WATER MARK

THIS TITLE CONTAINS A WATER MARK

TOYOTA

STANDARD FEATURES

- DUAL COLOR-KEYED POWER REMOTE OUTSIDE MIRRORS
 - FULL WHEEL COVERS
 - COMFORT & CONVENIENCE
 - MULTI-ADJUSTABLE FABRIC LINED FRONT BUCKET SEATS
 - 4-WAY ADJUSTABLE FR HEADRESTS
 - 60/40 SPLIT FOLDING REAR SEATS
 - POWER WINDOWS AND DOOR LOCKS
 - AIR CONDITIONER - CFC FREE
 - CRUISE CTRL/RR WNDW DEFOGGER
 - DUAL FRONT & REAR CUPHOLDERS
 - CENTER CONSOLE W/STORAGE
 - DIGITAL CLOCK/TACHOMETER
 - VARIABLE INTERMITTENT WIPERS
 - DLX ETR/CASS/CD W/6 SPKRS
 - GLASS IMPRINTED ANTENNA
 - REMOTE TRUNK/FUEL LID RELEASES
 - TILT STEERING WHEEL
- * * * FULL TANK OF GAS * * *

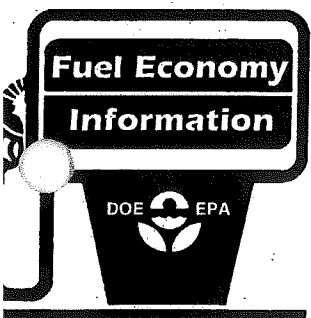
CAMRY SOLARA SE 2-DOOR COUPE

VIN: 2T1CG22P61C [REDACTED] MODEL/YEAR: 2732C/2001
 COLOR: RED FLAME METALLIC /IVORY FABR (03N5/00)

MANUFACTURER'S SUGGESTED RETAIL PRICE **\$19,765.00**
 OPTIONAL EQUIPMENT

FE	50 STATE EMISSIONS	
SR	POWER TILT/SLIDE MOONROOF W/MAPLIGHT	900.00
PE	8-WAY PWR ADJ DRIVERS SEAT	390.00
VH	SPORT TRIM PCKG INCLUDES: P205/65R15 TIRES, 15" ALLOY WHEELS, KEYLESS ENTRY, JBL AM/FM/CASS/CD W/8 SPKRS, COLOR-KEYED FR & RR MUDGUARDS RR SPOILER, FLOOR MATS	1,627.00

the FREE FUEL ECONOMY GUIDE available at the dealer.



HIGHWAY MPG
32

2001 CAMRY SOLARA
 4-CYL., 2.2 LITER DISP.,
 V6, EFI ENGINE.
 5-SPEED ECT AUTOMATIC
 TRANSMISSION.

For Comparison Shopping,
 all vehicles classified as
COMPACT
 have been issued
 mileage ratings
 ranging from
 11 to 52 mpg city
 and
 16 to 49 mpg
 highway.

Estimated Annual Fuel Cost:
\$ 780

WWW.FUELECONOMY.GOV

PORT/PLANT: BUFFALO, NEW YORK 20127

Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline, license and title fees, applicable federal, state and local taxes and dealer and distributor installed options and accessories are not included in the manufacturer's suggested retail price.

DELIVERY, PROCESSING AND HANDLING FEE	455.00
SUB-TOTAL BEFORE DISCOUNT	\$23,137.00
EXTRA VALUE PACKAGE MSRP DISCOUNT	-\$700.00
TOTAL	\$22,437.00

TOYOTA'S LIMITED WARRANTY PROVIDES 36 MONTH/36,000 MILE COMPREHENSIVE COVERAGE, 5 YEAR/60,000 MILE POWERTRAIN COVERAGE, PLUS 5 YEAR BODY PANEL CORROSION PERFORATION WARRANTY. SEE OWNER'S GUIDE FOR DETAILS.

An extended service contract may be available for this vehicle. Ask dealer for details.

518779 718 FM [REDACTED] TMMC



CAMRY SOLARA SE 2-DR

VIN: 2T1CG22P61C
 COLOR: RED FLAME METALLIC

STANDARD FEATURES

MECHANICAL & PERFORMANCE

- 2.2L 4-CYL, 16-VALVE, TWIN-CAM EFI ENGINE
- FRONT WHEEL DRIVE
- 4-SPEED AUTOMATIC TRANSMISSION
- POWER RACK AND PINION STEERING
- 4-WHEEL INDEPENDENT SUSPENSION
- FRONT DISC/REAR DRUM BRAKES
- FRONT & REAR STABILIZER BARS
- 205/65R15 RADIAL TIRES (5)

SAFETY

- DR & FR PASSENGER AIRBAGS (SRS)
- 3-POINT SEAT BELTS WITH ALR/ELR PASSENGER BELTS
- FRONT SEAT BELT PRETENSIONERS & FORCE LIMITERS
- RR CENTER 3-POINT SEAT BELT
- SIDE IMPACT DOOR BEAMS

EXTERIOR

- AUTO-OFF HALOGEN HEADLAMPS
- INTEGRATED FRONT FOG LAMPS
- SOLAR ENERGY ABSORBING GLASS

- DUAL COLOR-KEYED POWER REMOTE OUTSIDE MIRRORS
- FULL WHEEL COVERS

COMFORT & CONVENIENCE

- MULTI-ADJUSTABLE FABRIC LINED FRONT BUCKET SEATS
- 4-WAY ADJUSTABLE FR HEADRESTS
- 60/40 SPLIT FOLDING REAR SEATS
- POWER WINDOWS AND DOOR LOCKS
- AIR CONDITIONER - CFC FREE
- CRUISE CTRL/RR WNDW DEFOGGER
- DUAL FRONT & REAR CUPHOLDERS
- CENTER CONSOLE W/STORAGE
- DIGITAL CLOCK/TACHOMETER
- VARIABLE INTERMITTENT WIPERS
- DLX ETR/CASS/CD W/6 SPKRS
- GLASS IMPRINTED ANTENNA
- REMOTE TRUNK/FUEL LID RELEASES
- TILT STEERING WHEEL

*** FULL TANK OF GAS ***

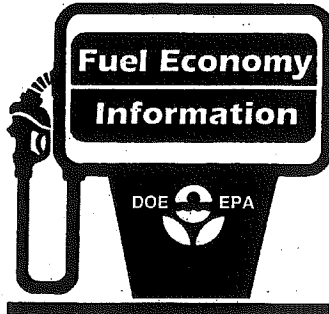
MANUFACTURER'S SUGGESTED RETAIL PRICE
 OPTIONAL EQUIPMENT

- FE 50 STATE EMISSIONS
- SR POWER TILT/SLIDE MOONROOF W/MAPLIGHT
- PE 8-WAY PWR ADJ DRIVERS SEAT
- VH SPORT TRIM PKG INCLUDES P205/65R15 TIRES, 15" ALUMINUM WHEELS, KEYLESS ENTRY, JBL AM/FM/CASS/CD W/8 SPKRS, COLOR-KEYED FR & RR MUIR, RR SPOILER, FLOOR MATS

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

CITY MPG

23



HIGHWAY MPG

32

Actual Mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates achieve between

19 and 27 mpg in the city, and between 27 and 37 mpg on the highway.

2001 CAMRY SOLARA 4-CYL., 2.2 LITER DISP., DOHC, EFI ENGINE. 4-SPEED ECT AUTOMATIC TRANSMISSION.

Estimated Annual Fuel Cost: \$ 780

For Comparison Shopping, all vehicles classified as

COMPACT

have been issued mileage ratings ranging from

11 to 52 mpg city and 16 to 49 mpg highway.

DELIVERY, PROCESSING AND HANDLING

SUB-TOTAL BEFORE DISCOUNT

EXTRA VALUE PACK MSRP DISCOUNT

TOTAL

TOYOTA'S LIMITED WARRANTY PROVIDES COMPREHENSIVE COVERAGE, 5 YEAR, 50,000 MILE COVERAGE, PLUS 5 YEAR BODY PANEL WARRANTY. SEE OWNER'S GUIDE FOR DETAILS.

An extended service contract may be available. Ask dealer for details. 518779

WWW.FUELECONOMY.GOV

DEALER NAME/ADDRESS:

SHIP TO:

PORT/PLANT:

BUFFALO, NEW YORK

IRA TOYOTA
 161 ANDOVER STREET
 DANVERS MA01923

20127

Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline, license and title fees, applicable federal, state and local taxes and dealer and distributor installed options and accessories are not included in the manufacturer's suggested retail price.

TOYOTA TOYOTA OF NASHUA

5 5 2 1 0 2

INVOICE

10 MARMON DRIVE
NASHUA, N.H. 03060
PHONE (603) 888-3555

TOYOTA PARTS LINE (603) 891-5637
N.E. WATS (800) 300-3555

TYNGSBORO, MA
HOME [REDACTED]
CELL [REDACTED]

BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 904 SEAN T MURPHY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED FLAME	01	TOYOTA SOLARA	2T1CG22P61C [REDACTED]	[REDACTED]	71550/71550	T654
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
19JUL01 IS			WAIT 02SEP06		78.00	CASH
R.O. OPENED	READY	OPTIONS: STK:A9102 DLR:28009				
07:47	02SEP06	10:00	02SEP06			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S	CHECK ENGINE LIGHT IS ON					
		0440 TECH DIAGNOSED CHECK ENGINE LIGHT CODE					
		P0401, EGR SYSTEM INSUFFICIENT FLOW, REPLACED					
		EGR VSV AND MODULATOR					
		256 CPT				195.00	195.00
		1 25860-74050 VALVE ASSY, VACUUM S			69.76	69.76	69.76
		1 25870-74090 VALVE ASSY, EGR VACU			57.85	57.85	57.85
PARTS:		127.61	LABOR:	195.00	OTHER:	0.00	TOTAL LINE A: 322.61

TECH REPLACED EGR VSV AND MODULATOR, RAN MONITOR, TECH COMPLETE, NO PENDING CODES DISCOUNTED 1 HOUR LABOR AS GOODWILL GESTURE FOR CUSTOMER SATISFACTION

B	PERFORM TRANSMISSION FLUSH MACHINE SERVICE						
	TRANS PERFORM TRANSMISSION FLUSH MACHINE SERVICE						
	256 CPT					100.10	100.10
	3 ATF DEXTRON III TRANS FLUID				9.95	9.95	29.85
	1 B6600 FLUST KIT TRANS				29.95	29.95	29.95
PARTS:	59.80	LABOR:	100.10	OTHER:	0.00	TOTAL LINE B:	159.90

EST: 237.95 02SEP06 07:47 SA: 904

CUSTOMER PAY HAZ DISP/LUBES/C FOR REPAIR ORDER 5.90

PAID

CHECK# [REDACTED]
DATE 9/2/06
AMOUNT 410.41

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

STATEMENT OF DISCLAIMER

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

DESCRIPTION	TOTALS
LABOR AMOUNT	295.10
PARTS AMOUNT	187.41
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	5.90
TOTAL CHARGES	488.41
LESS INSURANCE	78.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	410.41

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY 2

FedEx International Priority

IP

FedEx

PM INTL PRIORITY

TRK# 8614 8133 6074
0402

KIX

X4-NGOA

4718571

CUSTOMS WARNING This package is under bond and must be delivered intact to the customs officer in charge at the port of destination, or to such other place as authorized by customs. Two years' imprisonment, \$5,000 fine, or both is the penalty for unlawful removal of this package or any of its contents. **DO NOT DELIVER**

PIECE OF DEC DOC U NGO ***

EMP# 614596
RT# 850
DATE 3AUG2007
TIME 11:13
REM
PCNT 1
NGO
HAWAII 8614 8133 6074
MPS 8614 8133 6074

PACKAGE LABEL
COMMERCIAL INVOICE LABEL
DELIVERY RECORD LABEL
DELIVERY REATTEMPT LABEL

City Boston
Country USA
Province
ZIP Postal Code

To Recipient's Name
Company Toyota Motor
Address
Address Toyota City
City Aichi Prefecture
Country Japan

State
Province
City
Country
ZIP Postal Code

Recipient's Tax ID Number for Customs Purposes
e.g. GST/RFC/VAT/IN/EIN/ABN, or as locally required.

3 Shipment Information
Total Packages
Shipper's Lead and Count/SLAC
Total Weight
Commodity Description
Harmonized Code
Country of Manufacture
Value for Customs

Table with columns: Commodity Description, Harmonized Code, Country of Manufacture, Value for Customs. Includes handwritten entries like 'Letter Documents' and 'USA'.

4 Express Package
5 Packaging
6 Special Handling

7a Payment Bill transportation charges to:
1 Sender Acct. No. in Section 1 will be billed.
2 Recipient 3 Third Party 4 Credit Card 5 Cash/Check/Cheque

7b Payment Bill duties and taxes to:
1 Sender Acct. No. in Section 1 will be billed.
2 Recipient 3 Third Party 5 Cash/Check/Cheque

8 Your Internal Billing Reference

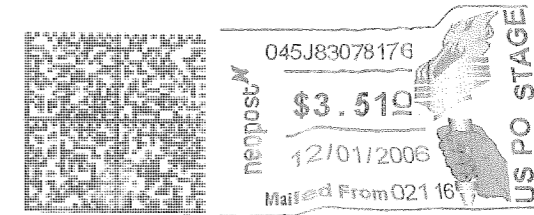
9 Required Signature
Signature of the shipper or authorized agent...

Recipient's Signature:
521
PART 158410
Rev. Date 4/06
©1994-2006 FedEx
PRINTED IN U.S.A.

Table with columns: Origin Station ID, Destination Station ID, URSA Routing, Handling Units, Total Volume (cm), Forms Attached.

CERTIFIED MAIL™

7006 2150 0000 7378 1784



KREINDLER & KREINDLER LLP
277 Dartmouth Street
Boston, MA 02116-2805



TOYOTA INSPECTED
Toyota Motor Sales U.S.A., Inc.
Legal Department
19001 Southwestern Avenue
Torrance, CA 90501

A108

POSTAGE DUE 1.85 \$

CERTIFIED MAIL/
RETURN RECEIPT REQUESTED

