

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)

April 5, 2012

Toyota Motor Engineering & Manufacturing North America, Inc.

Vehicle Safety & Compliance Liaison Office Mail Code: S-104 19001 South Western Avenue Torrance, CA 90501

Nevel 4/9/12 Day

Mr. D. Scott Yon, Chief Vehicle Control Division Office of Defects Investigation National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE Washington, DC 20590

Re: <u>NVS-212mjl; PE12-002</u>

Dear Mr. Yon:

On behalf of Toyota Motor Corporation, this is a response to your February 17, 2012 information request (IR) regarding PE12-002. Please find the enclosed response to your inquiry and attachments (on CD-ROM) for the specific information requested. Additional information will be provided at a later time as noted in the response.

Please be aware that some of the responses and several of the attachments provided with this response contain confidential and proprietary business information. Therefore, Toyota is submitting a request to NHTSA's Office of Chief Counsel for a determination that those materials are entitled to confidential treatment pursuant to 49 CFR Part 512 and Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4).

Should you have any questions about this response, please contact me at (310) 468-8551.

Sincerely,

V. Vempopal

Vinnie Venugopal, General Manager Toyota Motor Engineering & Manufacturing North America, Inc.

- 1. State, by make, model and model year, the number of subject vehicles that Toyota has manufactured for sale or lease in the United States. Separately, for each subject vehicle manufactured to date by Toyota, state the following:
 - a. Vehicle identification number (VIN);
 - b. Make;
 - c. Model;
 - d. Model Year;
 - e. Date of manufacture;
 - f. Date warranty coverage commenced; and
 - g. The State in the United States where the vehicle was originally sold or leased (or delivered for sale or lease).

Provide the table in Microsoft Access 2007, or a compatible format, entitled "PRODUCTION DATA."

Response 1

The number of subject vehicles manufactured for sale or lease in the United States is provided in the following table.

MODEL	2004	2005	2006	2007	2008	2009	2010	2011	2012	Total
CAMRY				580,922	194,933	399,626			182,206	1,357,687
CAMRY HV				68,415	32,087	47,882			13,464	161,848
CAMRY	51,337	30,740	54,764	36,212	30,416					203,469
SOLARA	51,557	30,740	54,704	30,212	50,410					203,409
HIGHLANDER					137,753	57,176	82,912	81,187	64,207	423,235
HIGHLANDER					24,262	10,560	9.396	3,205	3,417	50,840
HV					24,202	10,300	9,390	3,203	5,417	30,840
PRIUS C									7,385	7,385
RAV4			114,967	181,160	164,345	87,575	91,668	35,680	8,793	684,188
ТАСОМА									63,648	63,648
YARIS (SDN)				105,935	74,712	40,106	35,148	14,523	22,347	292,771
Total	51,337	30,740	169,731	972,644	658,508	642,925	219,124	134,595	365,467	3,245,071

In addition, the detailed information responsive to "a" through "g" is provided electronically on CD-ROM in Microsoft Access 2007 format entitled "PRODUCTION DATA (PE12-002).accdb" stored in the folder "Attachment-Response 1."

The "subject vehicles" include not only 2007 model year Toyota Camry and RAV4 models, but also others in the table above, because they contain power window master switch assemblies that are identical to the 2007 Camry

and RAV4.

- 2. State the number of each of the following, received by Toyota, or of which Toyota is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles:
 - a. Consumer complaints, including those from fleet operators;
 - b. Field reports, including dealer field reports;
 - c. Reports involving a fire, crash, injury, or fatality based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in the subject vehicle, property damage claims, consumer complaints, or field reports;
 - d. Property damage claims;
 - e. Third-party arbitration proceedings where Toyota is or was a party to the arbitration; and
 - f. Lawsuits, both pending and closed, in which Toyota is or was a defendant or codefendant.

For subparts "a" through "f," state the total number of each item (e.g., consumer complaints, field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field, and a consumer complaint).

In addition, for items "c" through "f," provide a summary description of the alleged problem and causal and contributing factors and Toyota's assessment of the problem, with a summary of the significant underlying facts and evidence. For items "e" and "f," identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

Response 2

For purposes of identifying reports of incidents which relate to, or may relate to, the alleged defect on the subject components, Toyota used the following categorizations in the review of each report for subparts "a" through "f".

Category	Description
A1	Reports of an actual fire or flame resulting from a power window master switch failure
A2	Reports of melting, smoke, or burn odor resulting from a power window master switch failure
B1	Reports of an actual fire or flame, melting, smoke, or burn odor resulting from failure of a power window system electrical component other than the power window master switch
C1	Reports of an actual fire or flame, melting, smoke, or burn odor in which the component involved is unconfirmed and the customer alleges the power window master switch is involved

C2	Reports of an actual fire or flame, melting, smoke, or burn odor in which the failure is not clear
D1	Reports of a sticking power window master switch only

Toyota is providing reports of incidents in all the categories described above in response to the request for reports which relate to, or may relate to, the alleged defect on the subject components. Multiple incidents involving the same vehicle are counted separately, and multiple reports of the same incident are also counted separately.

Using the methodology described above, the number of reports which are responsive to this request are provided electronically on CD-ROM in Excel format entitled "Total Count for Reports.xlsx" stored in the folder "Attachment- Response 2."

For items "c" through "f", the additional requested information, where available, is also provided in "Total Count for Reports.pdf."

- 3. Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:
 - a. Toyota's file number or other identifier used;
 - b. The category of the item, as identified in Request No. 2 (i.e., consumer complaint, field report, etc.);
 - c. Vehicle owner or fleet name (and fleet contact person), address, and telephone number;
 - d. Vehicle's VIN;
 - e. Vehicle's make, model and model year;
 - f. Vehicle's mileage at time of incident;
 - g. Incident date;
 - h. Report or claim date;
 - i. Whether a fire is alleged;
 - j. Whether a crash is alleged;
 - k. Whether a property damage is alleged;
 - 1. Whether the vehicle was in motion at the time of the incident;
 - m. Whether the ignition switch was in the off state at the time of the incident;
 - n. Number of alleged injuries, if any; and
 - o. Number of alleged fatalities, if any.

Provide this information in Microsoft Access 2007, or a compatible format, entitled "REQUEST NUMBER TWO DATA."

Response 3

The information "a" through "o" for each item (complaint, report, etc.), where available, is provided electronically on CD-ROM in Microsoft Access 2007 format entitled "REQUEST NUMBER TWO DATA (PE12-002).accdb" stored in the folder "Attachment-Response 3". In addition, Toyota is providing information pertaining to the individual categories described in the previous response for each item listed in the attachment.

4. Produce copies of all documents related to each item within the scope of Request No. 2. Organize the documents separately by category (i.e., consumer complaints, field reports, etc.) and describe the method Toyota used for organizing the documents.

Response 4

Records of consumer complaints, records of dealer field reports (i.e., Technical Assistance System (TAS) calls and dealer product reports), copies of Toyota field reports, documents related to the claims and notices, and documents related to third-party arbitration cases are all provided electronically on CD-ROM in PDF format stored in the folder "Attachment-Response 4." (The records of consumer complaints are stored in the sub-folder "Consumer Complaint." The TAS call records are stored in the sub folder "TAS." Copies of Toyota field reports are stored in sub-folder "Field Report." The copies of the documents for claims and notices are stored in the sub-folder "Claims and Notices." Copies of documents for the third-party arbitration cases are stored in the sub-folder "Arbitration." Copies of documents for lawsuits are stored in the sub-folder "Lawsuit."

5. State, by model and model year, a total count for all of the following categories of claims, collectively, that have been paid by Toyota to date that relate to, or may relate to, the alleged defect in the subject vehicles including all claims for repairs of the subject components: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin (TSB) or customer satisfaction campaign. Also, state, by model and model year, a total count for all claims that relate to repairs related to any TSB's involving the subject components.

Separately, for each such claim, state the following information:

- a. Toyota's claim number;
- b. Vehicle owner or fleet name (and fleet contact person) and telephone number;
- c. VIN;
- d. Repair date;
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
- g. Labor operation number;
- h. Problem code;

- i. Whether or not the repair is related to a TSB (and if so, identify the TSB number);
- j. Replacement part number(s) and description(s);
- k. Concern stated by customer; and
- 1. Comment, if any, by dealer/technician relating to claim and/or repair.

Provide this information in Microsoft Access 2007, or a compatible format, entitled "WARRANTY DATA."

Response 5

The total count of warranty claims, extended warranty claims, and claims for good will services paid by Toyota for the subject vehicles that relate to, or may relate to, the alleged defect in the subject components are provided electronically on CD-ROM in Microsoft Excel 2010 format entitled "Total Count for Claims.xlsx" stored in the folder "Attachment-Response 5". The detailed information for each claim, where available, is also provided electronically on CD-ROM in Microsoft Access 2003 format entitled "WARRANTY DATA (PE12-002).mdb" stored in the folder "Attachment-Response 5."

6. Describe in detail the search criteria used by Toyota to identify the claims identified in response to Request No. 5, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide lists of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged defect in the subject vehicles. State, by model and model year, the terms of the new vehicle warranty coverage offered by Toyota on the subject vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that Toyota offered for the subject vehicles, and state by model and model year, the number of vehicles that are covered under each such extended warranty.

Response 6

The search criteria used by Toyota to identify the claims is as follows:

Toyota searched the warranty, extended warranty (service contract) and goodwill service databases for those claims that replaced any of the part numbers identified in the Microsoft Excel 2010 file entitled "Search Criteria, Operation & Problem Codes.xlsx" stored in the folder "Attachment-Response 6" on CD-ROM. Each claim condition, cause, and remedy description was then reviewed and determined to be responsive under similar guidelines to those set forth in Response No. 2.

A list of all labor operations, labor operation description, problem codes and problem code descriptions identified in these warranty claims, extended warranty claims, and goodwill claims are also provided in the same file described above.

The terms that Toyota offers for new vehicle warranty coverage on the subject vehicles are as follows:

For power window system-related components

36 months or 36,000 miles from the vehicle's date-of-first-use, whichever occurs first.

There are some extended warranty coverage options that Toyota offered for purchase with the subject vehicles. Detailed information about these options is provided electronically on CD-ROM, in PDF format, entitled "Extended Warranty Option.pdf" stored in the folder "Attachment-Response 6."

The number of the subject vehicles for which Toyota sold an extended service plan is provided, by model and model year, electronically on CD-ROM in Microsoft Excel 2010 format entitled "Extended Warranty for Vehicles (Conf Bus Info).xlsx". Please note that this document contains trade secret and commercial information, therefore, Toyota believes that this document must be afforded confidential treatment. A request for confidential treatment of this document has been sent to the Office of Chief Counsel. A public version of this document is included with this response.

7. Produce copies of all service, warranty, and other documents that relate to, or may relate to, the alleged defect in the subject vehicles, that Toyota has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Toyota is planning to issue within the next 120 days.

Summarize and provide a brief chronology of all actions taken by Toyota leading to each of the technical service bulletins that have been issued relating to the alleged defect in the subject vehicles. Provide copies of all documents, organized in chronological order, related to the development of these bulletins.

Response 7

Toyota has not issued any service or other bulletins that relate to, or may relate to, the alleged defect. However technical service bulletin TSB 0101-11 was issued as a general advisory about using certain cleaning agents that could affect electrical components. Due to the broad scope of the TSB subject matter and Toyota's assessment of the alleged defect detailed in Response 13, it was determined that this TSB may be of interest to the agency even though the investigation of power window master switches did not lead to the creation and issuance of the TSB. TSB 0101-11 is provided electronically on CD-ROM in PDF format entitled "Attachment-Response 7.pdf" stored in the folder "Attachment-Response 7."

8. Describe all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect in the subject vehicles that have been conducted, are being conducted, are planned, or are being planned by, or for, Toyota. This includes, but is not limited to, any and all actions by the subject component manufacturer relating to the alleged defect. For each such action, provide the following information:

- a. Action title or identifier;
- b. The actual or planned start date;
- c. The actual or expected end date;
- d. Brief summary of the subject and objective of the action;
- e. Engineering group(s)/supplier(s) responsible for designing and for conducting the action; and
- f. A brief summary of the findings and/or conclusions resulting from the action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action. If an action is not complete, provide a detailed schedule for the work to be done, tentative findings and/or conclusions, and provide an update within 10 days of completion of the action.

Response 8

The actions responsive to this request are summarized in a table and provided electronically on CD-ROM in PDF format entitled "Attachment-Response 8.pdf" stored in the folder "Attachment-Response 8."

Toyota plans to provide copies of documents that have been created for, and relate to, each action identified in the attachment. Documents which do not require English translation are being provided in this submission. Copies of these documents are stored in the sub-folder "Documents for Actions" and have been organized in chronological order as requested by the agency. For documents which require English translation, Toyota will provide translated copies as a supplemental submission on April 26.

Please note that information included in the copies of documents provided in the sub-folder "Documents for Actions" is confidential, and a request for confidential treatment has been submitted to the Office of Chief Counsel. Public versions of these documents are included with this response to your office, provided on CD-ROM stored in the sub-folder "Documents for Actions" Please see the documents submitted to the Office of Chief Counsel for the confidential versions of these documents.

- 9. Describe all modifications or changes made by, or on behalf of, Toyota (e.g., by a supplier) in the design, material composition, manufacture, quality control, supply, or installation of the subject component, from the start of production to the end of production of the subject vehicles, which relate to, or may relate to, the alleged defect in the subject vehicles. For each such modification or change, provide the following information:
 - a. The date, or approximate date, on which the modification or change was incorporated into vehicle production;
 - b. A detailed description of the modification or change;
 - c. The reason(s) for the modification or change;
 - d. The part number(s) (engineering and service) of the original component;

- e. The part number(s) (engineering and service) of the modified component;
- f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when;
- g. When the modified component was made available as a service component; and
- h. Whether the modified component can be interchanged with earlier production components.

Also, provide the above information for any modification or change that Toyota is aware of which may be incorporated into vehicle production within the next 120 days.

Response 9

Toyota has summarized in a table modifications or changes made by or on behalf of Toyota, in the design, material composition, manufacture, quality control, supply, or installation of the subject component, which relate to, or may relate to, the alleged defect in the subject vehicles. We are providing this information electronically on CD-ROM in PDF format entitled "Attachment-Response 9.pdf" stored in the folder "Attachment-Response 9." Please note that some of the information included in the "Attachment-Response 9" is confidential, and a request for confidential treatment has been submitted to the Office of Chief Counsel. A public version of "Attachment-Response 9" is included with this response to your office, provided on CD-ROM stored in the folder "Attachment-Response 9." Please see the documents submitted to the Office of Chief Counsel for the confidential version of this document.

10. Produce the following:

- a. Two exemplar samples of each design version of the power window master switch and connector harness originally installed in the subject vehicles and those supplied to Toyota dealers as replacement components for the subject vehicles;
- b. Two field-returned samples of the power window master switch and connector harness exhibiting the alleged defect condition; and
- c. Wiring diagrams of all subject components in the subject vehicles.

Response 10

For subparts "a' and "b," Toyota is providing two exemplar samples of the power window master switch and connector harness for the subject vehicles, and two field-returned samples of the power window master switch exhibiting the alleged defect condition. The samples will be submitted to the agency under separate cover. Field-returned samples of the connector harness exhibiting the alleged defect condition have not been identified or received in Toyota's investigation into this issue and cannot be provided.

For subpart "c," we are providing wiring diagrams of the subject components electronically on CD-ROM in PDF format in the folder "Attachment-Response 10."

11. State, by model and model year, all part numbers of the subject components that have been installed on the subject vehicles as assembled by Toyota. State, by model and model year, the service part numbers of the subject components Toyota designates for installation on the subject vehicles. State, by month, year and part number, the total number of subject components sold as service parts by Toyota. Identify any kits that Toyota has released or developed for use in service repairs to the subject components or assembly.

For each subject component part number, provide the supplier's name, address, and point of contact used by Toyota (name, title, and telephone number). Also, identify by make, model and model year, any other vehicles of which Toyota is aware that contain the identical component, whether installed in production or in service, and state the applicable dates of production or service usage.

Response 11

Toyota is providing information responsive to this request electronically on CD-ROM stored in the folder "Attachment-Response 11." All production and service part number information, information on which vehicles contain the identical subject components (production or service), and supplier information is provided as "Attachment-Response 11a.xlsx." The service part sales information for the identified part numbers is provided as "Attachment-Response 11b.xlsx." Service parts may be ordered for repair, dealer stock, vehicle collision repair, or customer use. Therefore, we are unable to identify the specific use of service parts that have been sold.

Toyota has not identified any service kits developed for use in repairs related to the subject components.

12. By letters dated August 18, 2009 and October 21, 2009, Toyota notified NHTSA of two foreign recall campaigns of the power window master switches in various Toyota vehicles sold in China and Japan, including MY 2007 Camry vehicles sold in China. Toyota stated in the letters that the switches can short circuit which can lead to overheating and melting of the component. State whether the power window master switches in the foreign recalled vehicles are identical or different in design than the subject vehicles' switches, and explain why Toyota did not recall the subject vehicles. Your response should include, but is not limited to, a list of the suppliers/locations that manufactured the switches by make, model and model year of the foreign recalled vehicles and subject vehicles. Also describe any differences between the switches in the recalled and subject vehicles in design, manufacture or quality control of the subject component(s) that may relate to the alleged defect.

Response 12

Toyota provides information concerning the foreign recalls involving certain power window master switches ("PWMS") reported to the agency on August 18, 2009 and October 21, 2009 as follows:

August 18, 2009 recall in China

This recall involved Toyota Camry, Corolla, Vios, and Yaris models produced and sold in China. The table below indicates the affected production period for these vehicles (there is no system of model year designation):

Country	Model	Model Year	Supplier
	Comm	May 15, 2006 through	
	Camry	December 31, 2008	
	Corolla	May 17, 2007 through	Foshan Tokai Rika
China	Corona	December 25, 2008	Automotive Parts Co., Ltd.
China	Vios	February 18, 2008 through	(China)
	V108	December 25, 2008	(China)
	Yaris	May 15, 2008 through	
	14115	December 31, 2008	

These vehicles are "substantially similar" (as defined in NHTSA regulations) to some models sold in the U.S. and were, therefore, the recall was reported in accordance with the regulations. However, due to shape and certain structure differences, the PWMS assembly in some of these models is not identical to the master switches in the subject vehicles as defined in this Information Request. More importantly, there are significant differences in the manufacturing process of the switches that warranted a recall of switches in these models in China, but not in vehicles in the U.S. or other markets.

The power window master switch assembly in these vehicles were manufactured and supplied to Toyota by Forshan Tokai Rika Automotive Parts Co. Ltd. in China for use only in Chinese vehicle production. The assemblies were only used in China and were not exported from China to any other market, including the U.S., for use in any non-China made vehicle. The assembly is composed of three basic sub-assemblies—the contact module, the circuit board, and the cover assembly. All of these sub-assemblies were made by Forshan China.

In the manufacturing process at Forshan China, grease is applied to the contact module to prevent noise from the contacts and facilitate smooth operation during use of switches to operate the windows. As noted in the foreign recall report, due to excessive grease application, air gaps between contact points in the contact module could be filled with this grease and lead to a short circuit under certain conditions of use. The grease application process for the master switch assemblies for these Chinese models that led to the recall was unique.

This application was made by equipment that had fourteen relatively large application orifices as illustrated in the photo below.

Confidential Business Information

Unlike equipment used for switches in U.S. vehicles which will be discussed below, Forshan China equipment did not have nozzles through which the grease was applied. This could result in a large amount of grease being applied or cause some grease to remain on the area around the orifices between applications, increasing the chance that excessive grease could be applied. There was no effective process control for grease application.

Toyota determined that the amount of grease was sufficient to fill up the gaps between each contact and contribute to the short circuit condition that prompted the recall.

Power window master switch assemblies for the vehicles subject of this Information Request were produced either by Tokai Rika Co. Ltd. in Japan (for Japan produced vehicles sold in the U.S.) or by TRAM, Inc. in Michigan (for U.S. manufactured models). The assembly is composed of the three basic sub-assemblies, the contact module, the circuit board, and the cover assembly. All of these sub-assemblies were made by Tokai Rika for Japan-built U.S. vehicles; for U.S. production the cover assembly and circuit board were made by TRAM, Inc. and the contact module by Tokai Rika in Japan.

For the subject U.S. vehicles, the grease application process was different from the Forshan China process described above for Chinese-build switches. Grease application for U.S.-bound vehicles was done by equipment that applied grease either from nine nozzles or in a spray application process in which grease is sprayed from one nozzle.

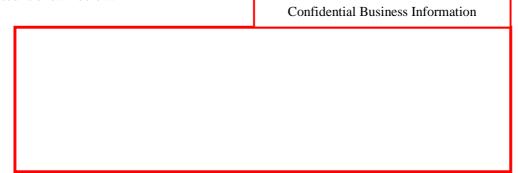
The nine nozzle process (compared to the fourteen orifices in the Forshan China process) is shown in the illustration below (photo is not available).

Confidential Business Information

In addition, as shown in the illustration below, the nine nozzles are long (15 mm) and have small diameter openings (0.5mm) that help control grease application.

 Confidential Business Information

As indicated above, PWMS assemblies in some of the U.S. vehicles subject of this Information Request were produced using a one point spray process to apply grease. A photo of the spray type equipment and the spray nozzle used is shown below:



In both the nine nozzle application process and the one point spray process, the grease application was better controlled. Therefore, no defect existed in the power window master switch assemblies in U.S. vehicles, and a recall of models other than those made by Forshan China was not warranted.

October 21, 2009 recall in Japan

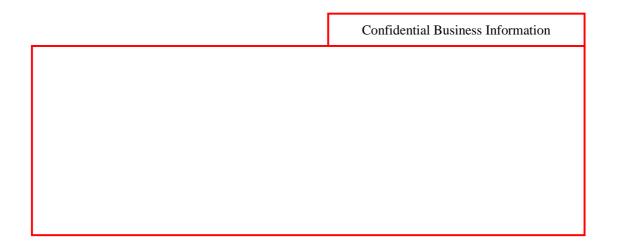
This recall involved the Toyota Vitz model manufactured between January 18 and August 25, 2005. These Vitz vehicles are "substantially similar" (as defined in NHTSA regulations) to some models sold in the U.S. and were, therefore, the recall was reported in accordance with the regulations. However, due to shape and certain structure differences, the PWMS assembly is not identical to the master switches in any of the subject vehicles as defined in this Information Request. More importantly, there are significant differences in the manufacturing process of the switches that warranted a recall of switches in the Vitz in Japan, but not in vehicles in the U.S. or other markets.

The power window master switch assembly in the Vitz vehicles were manufactured and supplied to Toyota by Tokai Rika Co. Ltd. The assembly is composed of the three basic sub-assemblies, the contact module, the circuit board, and the cover assembly. All of these sub-assemblies were made by Tokai Rika.

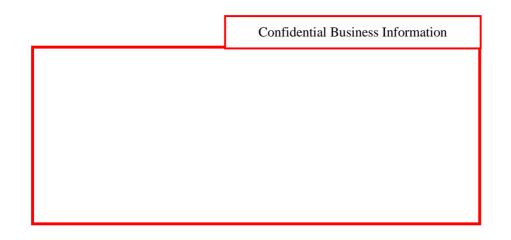
The Tokai Rika assembly plant in Japan where PWMS assemblies were produced for the Vitz and other vehicles had several different assembly lines and used different machines in the assembly process. The line producing contact modules for the Vitz was separate from the others, and specially constructed for this production.

In the manufacturing process, grease is applied to the contact module to prevent noise from the contacts and facilitate smooth operation during use of switches to operate the windows. As noted in the foreign recall report, due to improper grease application, air gaps between contact points in the contact module could be filled with this grease and lead to a short circuit under certain conditions of use. The grease application process for the master switch assemblies for the Vitz that led to the recall was unique.

Unlike equipment used for switches in U.S. vehicles noted above, this application was made by equipment that had four application points as illustrated in the photo below.



The nozzles used to apply the grease at these four points was short (1 mm) with an inner opening diameter of 0.9mm. Their shape increased the chance that excessive grease could be applied. Here is an illustration of this type of nozzle for VITZ PWMS production:



Toyota determined that the amount of grease was sufficient to fill up the gaps between each contact and contribute to the short circuit condition that prompted the recall.

As noted above in the section describing the recall in China, power window master switch assemblies and contact modules produced by Tokai Rika in Japan for use in other vehicles and other markets, including the U.S., did not use the same grease application process on the other assembly lines. Grease application for U.S.-bound vehicles, including the subject vehicles in this Information Request, was done by equipment that applied grease either from nine nozzles, or in a spray application process in which grease is sprayed from one point. In both processes, the grease application was better controlled. Therefore, no defect existed in the power window master switch assemblies in vehicles other than the Vitz, and a recall of other models was not warranted.

Significance of grease application

The significance of the grease application process will be described in further detail in the response to Question 13 below. However, we provide the following conceptual illustrations to better demonstrate the differences in how the amount of grease application to the contact module can affect the PWMS. These illustrations represent the "gaps" in the contact module that could be filled by the grease. The possibility that a short circuit could occur is increased when the gap is completely filled. The amount of grease applied in the China models and in the Vitz vehicles in Japan that were recalled was sufficient to fill the gap; the application for the U.S. subject vehicles was not.

[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Drawing Tools tab to change the formatting of the pull quote text box.]

Confidential Business Information

When the air gap is filled with grease, carbonized grease can accumulate on the grease surface and create a possible short circuit. This does not occur when the amount of grease is insufficient to create a short circuit.

For additional details, see response to Question 13.

13. Furnish Toyota's assessment of the alleged defect in the subject vehicles, including:

- a. The causal or contributory factor(s);
- b. The failure mechanism(s);
- c. The failure mode(s);
- d. The risk to motor vehicle safety that it poses; and
- e. What warnings, if any, the operator and the other persons both inside and outside the vehicle would have that the alleged defect was occurring or subject component was malfunctioning; and
- f. The VOQ reports referenced in this inquiry.

Response 13

Overview

Toyota has undertaken a detailed investigation into the alleged defect in the subject vehicles, a population in excess of three million. The investigation has included a review of field data, confirmation of the design concept and manufacturing processes, analysis of returned parts, IR spectroscopic analysis of parts, and re-creation testing. There is significant evidence that confirms the presence of silicone and ester in many returned parts, chemicals found in common lubricants and cleaning products. The manufacturing of the subject component does not use either of these

chemicals. Toyota has concluded that these chemicals are being introduced in an effort to alleviate a sticking switch which may occur in a small number of vehicles as explained in detail below. Based on this review, Toyota believes that no defect trend is evident and no unreasonable risk to safety is presented.

Power Window Master Switch Design and Manufacture

The Power Window Master Switch (PWMS) is located on the driver's door panel of the subject vehicles, inserted in the arm rest. The vehicle driver typically uses one finger on the left hand to activate the switch to raise or lower the various front and rear windows. The PWMS uses a sliding contact housed inside the switch assembly to create the window Up/Down motion when activated by the driver.

The switching mechanism is located inside of the PWMS cover assembly. The switch is constructed of a plastic which covers metal strips that slide along a base contact plate track in a contact module. The contact module is attached to a printed circuit board (PCB). The base track in the contact module has air gaps between the base contact plates. The air gaps in the contact plates are created by placing a "canyon or gully" in the plastic housing in between each contact plate. Each base contact plate connects to a different window direction circuit. The amount of electrical current passing through the switch when contact is made is approximately 7 amps in normal operation and approximately 20 amps in lock operation (such as when confirming that the window is closed). The design of the switch mechanism is intended to give the customer a smooth, effort-free experience when operating the switch.

The contact module sub-assemblies for Japan-built and U.S.-built subject vehicles are manufactured by Toyota supplier Tokai Rika Co., Ltd. in Japan. Tokai Rika produces this switch type on 3 lines. The contact modules are sent to the U.S. to be assembled together with the PCB and switch cover. Final assembly is performed by Tokai Rika America Inc. (TRAM).

In order to achieve the smooth sliding motion, grease is applied to the lower contact plate. For the subject vehicles, the grease application process consisted of either of two types of application processes: 1) A squeeze-type delivery system in which grease is applied to 9 different locations distributed across the contact plate. Grease application is monitored with a camera system that confirms the grease is applied to the correct location on the contact module. 2) A spray-type delivery system in which a spray nozzle positioned close to the surface of the contact module delivers grease. The height above the contact module surface and spray angle confirms that the grease is applied in the correct location. Please refer to the response to Question 12 for additional details of these processes.

Both of these grease application processes have been continually evaluated and improved throughout the time period that the subject vehicles were produced. There have been improvements to the grease application method, process control methods, and grease distribution methods which are identified in greater detail in response 9. (These process improvements have been referred to in some reports included in response 8 as countermeasures for excessive grease collecting in the air gaps. However, at the time of these reports, the full investigation for root cause was not complete and these reports made assumptions that have been determined to be not completely correct as will be further discussed later.)

The grease application process is also manually checked on an hourly basis by removing a contact module from the production line and confirming the grease amount (weight), correct location (visually), and that there is not too much grease in the air gap (by magnification and boundary sample comparison). As noted below, the amount of grease that is applied has been found to range from approximately 8 mg to 60 mg. A grease amount of 60 mg will not create the risk of a short circuit. Re-creation testing, discussed later, has confirmed that grease quantities at 70 mg will also not create this risk.

Power Window Master Switch Use, Wear, and Service

As with any similar switch design, over time and usage, the grease, plastic, and metal components will wear due to sliding friction and electrical arcing. This normal wear can cause slight switch sticking and inoperative conditions, but overall this design has a good history of effective use and customer satisfaction. Toyota warranty data shows that the majority of PWMS claims are for an inoperable condition, with the second highest failure mode being "sticky" switches. When the customer experiences these failure modes the correct repair method is to replace the PWMS assembly per the Toyota repair manual.

Parts Review and Re-creation Testing

As a result of Toyota's investigation into the field information and returned parts, it has been determined that chemicals external to the switch manufacturing process were present in the majority of subject components. These external chemicals have been confirmed to be silicone or ester, both of which are not used in the manufacturing process of the assembly.

Toyota made this determination through the following investigation activities:

• <u>Returned parts investigation</u>

First, various field return parts were analyzed. Toyota investigated 56 parts recovered from subject vehicles, all of which had heat-related damage such as melting, burning, or reported flame. Electrical arcing and wearing of the contacts due to high, repeated operation was observed upon disassembly of the PWMS. Carbonized material was also confirmed within the air gap between the IG (power supply) and U (up) terminals of the sliding contacts. The conclusion was that carbonized material of unknown origin was creating a short circuit which could lead to increased heat and resultant melting of the PWMS.

In addition, 20/35 (57%) of the returned parts from the subject vehicles showed evidence of disassembly. Not all parts could be accurately evaluated for disassembly. Disassembly after vehicle manufacture was confirmed by three methods: 1) In some of the returned parts, the absence of an initial "click" noise when loosening the screws holding the cover together evidenced prior disassembly; this "click" noise is only present upon first-time disassembly due to the torque characteristic set by the manufacturing process. 2) In some of the parts, the loosening torque was measured at <10 Ncm; manufacturing torque is >13 Ncm. 3) in a few parts, a different type of grease from that used in the switch assembly was present inside the contact module.

This evidence of possible switch repair attempts led to a more detailed chemical analysis of some of the

returned parts.

<u>IR Spectroscopy analysis of returned parts</u>

Next, IR spectroscopic analysis was used to identify if any chemicals were present on returned parts. The chemical wave forms showed the presence of silicone and ester on the parts. Silicone or ester was present in 30/47 (64%) of the returned parts from the subject vehicles. The remaining 17 return parts from the subject vehicles were inconclusive due to extreme damage. Neither silicone nor ester is used in the manufacturing process for the subject component.

Confirmation of component grease application manufacturing process

The grease application process was investigated to determine whether grease amounts were the cause of the carbonized material found in gaps in the returned parts.

Subject component parts from subject vehicles were recovered from both market non-claim vehicles and warranty returns to confirm the amount of grease that was applied during the manufacturing process described earlier. The parts showed that a variation in the amount of grease was present (8 mg - 60 mg). The significance of these grease amounts was then investigated through re-creation testing.

<u>Re-creation testing of new parts</u>

Finally, the confirmation that the introduction of silicone or ester is needed to create a short circuit in the PWMS was done through re-creation testing on unused PWMS's. The testing included the repeated cycling of switches at different speed rates and grease amount levels. Grease levels used in testing ranged from 30mg to 70mg. Switch cycling was performed at slow and normal rates until a switch malfunction was achieved. The first observed switch malfunction was a condition in which the switch began to stick. After repeated cycling of the sticky switch, a second malfunction occurred when the switch became inoperable. No short circuit was observed after the inoperative condition was achieved.

Based on the IR Spectroscopy results, the testing was repeated with the additional test condition of silicone introduced into the switch assembly. All other test conditions remained the same as in the previous testing. The first observed switch malfunction was a similar condition in which the switch began to stick. CRC spray, which is a common silicon-based chemical agent used for general lubrication purposes, was then applied. After further cycling of the sticky switch with silicone, heat in the contact area increased to the point where melting was observed on the switch module.

Based on the investigation steps described above, Toyota concludes that the cause of the alleged defect is the presence of silicone or ester in the PWMS. As noted previously, these chemicals are found in common cleaning products. Neither silicone nor ester is found in the manufacturing process of the subject components. Therefore, it is concluded that the chemicals were introduced into the switch assembly after the vehicle manufacturing process. The evidence of post-manufacturing PWMS disassembly found in the investigation of returned parts further supports this

conclusion. Toyota does not specify the use of such chemicals in the repair of electrical system components, and, in fact, has issued a general bulletin to dealers (TSB 0101-11) indicating that the use of such chemicals is not appropriate.

As explained in the representative illustration below, a "sticky" switch happens when the grease in the air gap accumulates on the top corner of the gap and extensive operation of the switch can make the grease carbonized due to normal electrical arcing at terminal D (\square) . (Extensive use is repeated activation of the switch in succession, or repeatedly using the switch to confirm that windows are fully closed; this can also mean use over the normal course of the switch life in older vehicles.) The electrical arcing creates wear on the plastic contact plate at the edge of the air gap. Over time, the worn edge makes the base contact slightly misaligned. The leading edge of the sliding contact will get stuck at terminal D (①). After extended use in this condition, due to a slight alignment deviation between the base contact and the sliding contact, normal electrical arcing occurring at terminal D (1) moves to the IG terminal (2). Re-creation testing showed that when there is an introduction of silicone or ester, a new path for electrical current to travel through the switch is created. The chemicals and grease affected by normal electrical arcing occurring at the IG terminal form a carbonized material that accumulates in the air gap between the IG terminal and the D/U terminal. The grease itself, at 70mg (re-creation test amount), is not enough to fill the air gap. When silicone or ester is added on top of the grease in the air gap, the air gap is filled and current can travel through the chemical created carbonized material with little to no resistance. See illustration below. Applying Ohm's Law, (Amps=Volt/Resistance), the current value increases and creates heat. The increased heat can cause a burning smell, smoke, melting of PWMS housing, or small flame. The result of either of these phenomenon can contribute to damage to the contact module or immediate surrounding areas on the door panel arm rest, as confirmed in incident reports that have identified the PWMS as the probable cause.

Diagram 1 - Contact Module Housing failure mode description

Confidential Business Information

Field Data Review

Toyota did an extensive review of reported data including warranty claims, goodwill repairs, extended warranty claims, property damage and injury claims, VOQ's, consumer reports, and field reports. The warranty data shows that claims for the subject components happen after the vehicle has been in service for a few years. The data shows claims occurring at later months in service (MIS), >30 MIS and mileages in excess of 30,000. This indicates failures occurring after significant operation of the switch.

Reports of inoperable switches do not relate to the alleged defect. "Inoperable" is a condition in which the switch contacts becomes worn due to extensive use over time and can no longer make connection with the lower contact plate. In this situation, no current can pass through the contacts, rendering the switch incapable of moving the window position. Current flow is necessary to create the risk of a short circuit. Toyota has not included "inoperable" reports with this response because the results of this failure mode are benign and do not relate to the alleged defect. However, based on warranty data, this failure mode has occurred in only about 0.4% of the subject vehicle population.

The data also showed reports for "sticky" switches. As discussed previously, the customer experiences a "sticking" feeling while trying to operate the switch. Based on reports to Toyota, "sticking" is an even rarer failure mode than "inoperable"; based on the warranty data provided with this response, this failure mode is only about 0.015 % of the subject vehicle population.

Toyota has analyzed the reports that specify incidents of customers experiencing a burning smell, visual smoke, and flame from the PWMS area of the door panel in the subject vehicles to judge whether a defect trend may exist. Because Toyota has found significant evidence of the introduction of lubricants into the switch control modules and/or the disassembly of switches that may indicate an attempt to repair switches rather than replace them as specified in Toyota's repair manual, such an analysis is difficult. The introduction of lubricants or a repair attempt (rather than a replacement) are random occurrences, and not a defect; therefore failure rates will be inaccurate and overstated. Even though Toyota has not removed any such circumstances from its analysis, as will be noted below, these rates are, nonetheless, quite low and not indicative of a defect trend.

Reports on 252 unique VIN's were identified and categorized as indicated in response to Question 2 and 5 above. This is an overall occurrence rate of 0.008% of the total subject vehicle population, or 7.8 per 100,000 vehicles, which

is not itself indicative of a significant trend. Of the total number of unique vehicle reports, the majority (153) were categorized as melting, smoke, or burning smell (Category A2) caused by the PWMS. The rate of these types of incidents is approximately 0.005%, or 4.7 per 100,000 vehicles. Only 42 vehicle reports involved an actual fire or flame (Category A1) suspected to be related to the PWMS; this is approximately 0.001%, or 1.3 per 100,000 vehicles. A small number of vehicle reports (Category B1) involved melting, smoke, or burning smell, but could not be related to a suspected PWMS incident.

The rates for category A1 in the subject vehicles are not evenly disbursed according to sales population. For example, the rates for 2007 – 2008 Camry and 2007 - 2008 RAV4 have the highest rates at 7.5 per 100,000 and 10.5 per 100,000 vehicles respectively. The category A1 rates for Solara and Highlander are 0.5 per 100,000 and 2.9 per 100,000 vehicles respectively. The control module is built on the same production lines for all subject vehicles. If a component defect trend was present, the rate trends should be disbursed according to the vehicle population. Here, the data is not so distributed, and, therefore, some other factor is likely involved. When the rates in the subject vehicles for categories A1 and A2 (6.0 per 100,000) are put into context with the failure rates for inoperable (447.9 per 100,000), which cannot cause the alleged defect, and sticking (15.5 per 100,000), both of which are the vast majority of the claims for the subject component, there is not a discernible trend or claim level that can be related to a vehicle defect trend.

Toyota's knows of no injuries alleged in the subject vehicles where it has been reported that medical treatment was required. There have been 10 minor injuries alleged, all of which were reportedly limited to the occupant's left hand and resulted in redness of the skin; the most severe injury claimed was a blister to the index finger of the left hand. Toyota does not believe that an unreasonable safety risk from the alleged defect is presented.

Assessment of the VOQ reports

Toyota reviewed the 11 VOQ reports referenced in this inquiry and found additional information for 7 VIN's through other Toyota information sources. None of the VOQ's report an injury. Toyota's comments are as follows:

- ODI# 10447515: The customer alleged an electrical fire in the driver's side door. In the dealer's diagnosis, the cause was determined to be spillage of unidentified liquid inside the driver's side door panel switch area. Although the customer alleges an electrical fire, the dealer indicated that there was no actual fire or flame. The dealer repaired the vehicle as an extended warranty claim and replaced the PWMS. Toyota has not had the opportunity to analyze the PWMS, and cannot provide any additional comment.
- ODI# 10436663: The customer alleged burning fumes coming from door immediately after starting the vehicle. In the complaint to Toyota, the customer claimed to see flames coming from the door. An investigation or repair was not performed by Toyota for this vehicle; therefore Toyota cannot provide any additional comments.
- ODI# 10447419: The customer alleged that the front driver's side door caught on fire while driving the vehicle. The dealer repaired the vehicle as an extended warranty claim and replaced the PWMS. Toyota has not had the opportunity to analyze the PWMS, and cannot provide any additional comment.

- ODI# 10429983: The customer alleged a fire and resultant burn hole on the PWMS. In the first complaint to Toyota, the customer alleged that the passenger side front window had stopped working and sought assistance with the cost of the repair. In subsequent complaints, the customer alleged that 3 windows had stopped working (front passenger, rear passenger, rear driver). Smoke and a burn smell were emitted from the door panel. An investigation or repair was not performed by Toyota for this vehicle; therefore Toyota cannot provide any additional comments.
- ODI# 10411328: The customer alleged smoke and a burning smell from the driver's side door panel. Afterwards, the customer experienced problems with the operation of the passenger side window. An investigation performed by the dealer found that the PWMS on the driver's side had a small burn hole the size of a dime. The dealer repaired the vehicle as an extended warranty claim and replaced the PWMS. Toyota has not had the opportunity to analyze the PWMS, and cannot provide any additional comment.
- ODI# 10446699: The customer alleged a flame coming from the driver's side PWMS while driving. The customer subsequently pulled over and contacted emergency authorities for assistance. The flame disappeared before the police and fire department arrived. An investigation of the vehicle by Toyota field personnel concluded that the PWMS had overheated and melted the housing area near the passenger side switch module. Collateral heat-related damage was also observed on the door trim panel. The PWMS was not recovered, so no further analysis could be performed.
- ODI# 10323848: The customer alleged that the passenger side window stopped working and a month later the driver's side PWMS began emitting smoke while driving at 5 mph in a parking lot. Upon opening the car door, flames were seen coming from the door panel. An investigation by the dealer advised that a wire in the door may have caught fire and burned a hole in the door panel near the PWMS. Toyota has not had the opportunity to analyze the PWMS or related components, and cannot provide any additional comment.

For the remaining VOQ's, at this time no additional information is available to Toyota that might provide further details on the allegation contained in the VOQ.

Warnings

The occupant will have multiple indications that a switch is melting or may begin to ignite while operating the subject component or subject vehicle.

- 1) The switch can feel warm to the touch.
- 2) The operator may smell a distinct burning smell of electrical components or plastic.
- 3) There may be a visual sign of smoke emitting from the PWMS.

When a customer does detect a melting, burning smell, or flame occurring, the customer will have time to stop activating the switch and seek switch repair. Also, turning the vehicle ignition off will stop current flowing through the switch assembly, and the risk of a short circuit is eliminated.

Conclusion

Toyota has conducted an intensive investigation into the alleged defect in the subject vehicles. Parts were analyzed and short circuiting was re-created when the addition of silicone or ester was introduced. Both of these chemicals are found in common over-the-counter lubrication and cleaning products, and are not used in the component manufacturing or authorized repair process. Low claim rates indicate that there is not an identifiable trend suggesting a component defect. Toyota does not believe there to be a defect trend nor an unreasonable risk to vehicle safety.

	Response	Dates
Response 1	Production Data	2/29/2012
Response 2 - 4	Consumer Complaints	2/29/2012
	Field Reports	2/29/2012
	TAS and Dealer Product	2/29/2012
	Reports	
	3 rd Party Arbitration	2/29/2012
	Claims and Notices (from	2/29/2012
	Legal Department)	
Response 5	Warranty claims	2/29/2012
	Goodwill	3/19/2012
	Extended warranty claims	2/29/2012
Response 6	Extended service plan data	2/29/2012
Response 7	Dealer communications	3/31/2012
Response 8	Actions	3/22/2012
Response 11	Service part sales data	3/30/2012

* * *

Data provided in this document is current as of the following dates:

In the foregoing responses to this Information Request ("IR"), information has been obtained from those departments and employees knowledgeable about the subject matter of this inquiry most likely to have such information in the regular and ordinary course of business. When a particular Request seeks "documents" as defined in the IR, reasonable, good faith searches have been made of corporate records where such documents would ordinarily be expected to be found and to which Toyota would ordinarily refer when looking for such information.

The definitions of "documents" and "Toyota", however, are unreasonably broad, vague, and ambiguous, and Toyota objects to such definitions, because they exceed a reasonable understanding of such terms. For example, "calendars", "travel reports", "contracts" and "personnel records", to name a few, would not normally contain responsive information pertaining to the alleged defect subject of this inquiry. Toyota has also not provided information from electronic files that require extraordinary or expert means to retrieve that are generally unavailable to the computer user.

In addition, Toyota has not provided information from persons or entities over which it does not ordinarily exercise control, such as independent suppliers and contractors. Toyota also objects to the definition of "Toyota" to the extent it purports to include outside counsel. It would be unduly burdensome to require Toyota to request that outside counsel search files for responsive documents. Moreover, it is highly unlikely that outside counsel would possess any non-privileged documents responsive to this IR that are not already being produced by Toyota. In light of the significant burden and cost associated with canvassing outside counsel for potentially responsive documents and the very low probability of identifying any non-privileged document not already being produced, Toyota has not asked its outside counsel to search for responsive documents.

Toyota understands this IR to seek information on vehicles manufactured for sale in the United States and its territories. Also, we understand documents specifically related to the preparation of the responses are not sought.

The source of information used as a basis for the data in each Attachment, including the date the data were updated and retrieved, is identified above as applicable. If a document itself is the source for the requested information and it is provided, no further source identification is provided. If a document, drawing or component is requested, or if no responsive information is available, we assume no further source identification is called for.

Toyota is not providing privileged documents that may be responsive to this Information Request. With regard to claims of privilege, Toyota understands that it is acceptable to the Agency for Toyota to identify specific categories of privileged documents rather than any specific document within those categories. These categories include: (a) communications between outside counsel and employee's of Toyota's Legal Department, other Toyota employees, or employees of parties represented by Toyota in litigation and claims; (b) communications

between employees of Toyota's Legal Department and other Toyota employees, or employees of parties represented by Toyota in litigation and claims; (c) notes and other work product of outside counsel or of employees of Toyota's Legal Department, including work product of employees or consultants done for or at the request of outside counsel or Toyota's Legal Department. For any privileged documents that are not included in these categories, if any, Toyota will provide a privilege log identifying any such document under separate cover. Toyota is not claiming a legal privilege for any documents provided with this response; however, Toyota does not waive the legal privilege or work-product protection with respect to other documents that may have been prepared in connection with a specific litigation or claim. In addition, Toyota may assert the attorney-client privilege or claim protection under the work-product protection for analyses or other documents that may be prepared in connection with litigation or claims in the future.

Toyota understands that NHTSA will protect any private information about persons that is contained in the Attachments to this response, based on privacy considerations. Such private information includes data such as names, addresses, phone or fax numbers, email addresses, license plate numbers, driver's license numbers and the last 6 digits of a vehicle's VIN.

PE12-002 TOYOTA 4/5/2012 Attachment Response 4 Arbitration 1111134

Gintaras Vainutis	NCDS CASE CLOSURE	Los Angeles
2008 RAV4		California
 What was the final outcome of this case TMS Complied with Decision TMS Mediated Case Case Closed Due to Ineligibility Customer Rejected Decision Customer Withdrew Claim 	e? Customer Withdrew Claim-R/PD Settlemen Arbitrator Denied Claim Other Claim resulted in Legal Case	nt
Date NCDS closed case:	09/16/2011	-
Year/Model of replacement vehicle:		
VIN of Replacement Vehicle:		
Remove customer from future marketin	ng mailings: Yes No	

Attachment(s)

Print MRF (NCDS)

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

Customer Name:		Case #: 1111134
VIN: JTMZK32V985	(2008 RAV4)	Start Date: 08/24/2011
	Manufacturer	Information
Region: Los Angeles	Servicing Deale	er: MILLER TOYOTA
Can the hearing be held at the	servicing dealership? \bigcirc Ye	is 🔿 No
	Manufacturer	
Are the customer's concerns co	,	•
If no, please explain: Normal cl	haracteristics of vehicle - n	o warrantable condition.
Is the customer's vehicle current Explain:	ntly unrepaired? 🔿 Yes 🗨 N	No Does the concern exist? \bigcirc Yes \bigcirc No
Is the use, value or safety of th Explain:	is vehicle substantially impa	aired? 🔿 Yes 🛡 No
Are the number of repair attem Explain:	pts or number of days down	n accurate? 🔿 Yes 🔿 No
	/19/11: noise from rear whe d 2 x's; replaced rear shock alist inspected vehicle 7/15 npared to like vehicle w/cus antable condition found .	en going over bumps . (s . 5/11 and found normal characteristic of vehicle - stomer and found same characteristic .
Repair Order(s) and TSB inforr 6 ROs; 3 repairs: 2 lube; 1 replacemer		

R/PD will participate \bigcirc By phone \bigcirc In Person \bigcirc	In Writing
Return this form by: 09/02/2011	Toyota Contact: 8099
CDSP Fax: (586) 226-2559	Phone: Fax:

NOTE: Do not send this page to Customer or to Arbitrator

Customer Name:	Case #: 1111134
Settlement E	Efforts
List any previous settlement offers made to the customer:	
R/PD willing to mediate a settlement? \bigcirc Yes \bigcirc No	

Region/PD: Los Angeles		Ci	reated by:Lo	rie Cornell on 08/2	25/2011 (Days Ope	en: 27)
Region Contact: Debbie King					Status: C	losed
Responsible Source:			<u> </u>			Note:
		Leet Nome	Cas	e Closed by : Lori	e Cornell on 09/19 State: CA	9/2011
Customer First Name: VIN: JTMZK32V98		Last Name:		se Numbers: 110		
Year of Vehicle: 2008	Model: RAV4	Customer Co			/201994	
			Model Co	ae:444		
Vehicle Description: 5-DOOR 4X2 Built Date: 05/06/2008		OFU:07/10/2008		Veh. Colo		
		eh. Purchased: New			DEADR	
	rcnased ve	en. Purchased: New				
Mileage-Current:26,236						
Authorized Toyota dealer?: • Ye						
Dominant Servicing Dealer: MILL		· · · · · · · · · · · · · · · · · · ·	٦		Dlr Code: 04842	dst: 2
	Filed NCDS/CDSF	P Arbitration	Voluntary		Lawyer	
	Case#: 1111134					
Condition Category:		Condition:				
1- Suspension/Chassis Condition Description:	Noise from rear when	Shocks				
What Resolution is the customer						
Repurchase Reimburg						
Replacement Repair	🛛 Unknown					
Type of Case: NC	DS	Decision:		Mandated No Act	tion	
Outcome of Case: Arb	oitrator Denied Claim					
	16/2011					
Case Notes for: Gintara	<u>as Vainutis</u>					
Completed MRF was sent t CCs to: Debbie Lech, Steve Debbie King 9/16/2011 7 	e Silbiger, Lena Wrigh :27:56 AM 					
Lorie Cornell 09/19/2011						
		Misc. Attachm	<u>ents</u>			

Gintaras Vainutis 2008 RAV4	NCDS Cas	se Information	Los . (
NCDS Case #:	1111134	Hearing Information	,
Start Date:	08/24/2011	Date: 09/15/2011 Time:	11:00:00 AM
Date Customer Claim Form Received:	08/25/2011	Location: CDSP CA Board	
Date of NCDS Technical Inspection:		Participate by: By Mail B	y Phone 🔿
Date of NCDS reclinical inspection.		Toyota Rep:	
		Arb. List NCDS Arbitrator:	
Attach Customer Claim Form:			
Vainutis Was case closed/resolved prior to arbitr	1111134-NC.pdf ration? ○ Yes ● No	Was case closed due to legal involveme	nt? 〇 Yes
Decision Date:	09/16/2011	Date Decision Received:	
Mileage at Hearing:		Days to Comply:	30
Decision: O Repurchase	Replacement	Did customer: \bigcirc Accept \bigcirc Reject	
○ Repair○ Other	Reimbursement	Date Cust's Signed Acceptance Received	
⊖ Other	NO ACION		
		Compliance date:	
Attach NCDS Decision Here:	Attach Cost Docume		ce Here:
Vainutis 1111134-Dec.pdf	n (RTC) and Post De 2Ds, but is only "editable"	ents Here: Attach Acceptanc	ce Here:
Vainutis 1111134-Dec.pdf Request for Technical Correction This section is viewable by Regions /F REQUEST(S) FOR TECHNI	n (RTC) and Post De 2Ds, but is only "editable"	ents Here: Attach Acceptance Attach Acceptance Accision Settlement Area by TMS	ce Here:
Vainutis 1111134-Dec.pdf Request for Technical Correction This section is viewable by Regions /F REQUEST(S) FOR TECHNI Date RTC Submitted:	n (RTC) and Post De PDs, but is only "editable" ICAL CORRECTION	ents Here: Attach Acceptanc	ce Here:
Vainutis 1111134-Dec.pdf Request for Technical Correction This section is viewable by Regions /F REQUEST(S) FOR TECHNI Date RTC Submitted: Was Decision Revised? Yes N	n (RTC) and Post De PDs, but is only "editable" ICAL CORRECTION	ents Here: Attach Acceptance Attach Acceptance Accision Settlement Area by TMS	ce Here:
Vainutis 1111134-Dec.pdf Request for Technical Correction This section is viewable by Regions /F REQUEST(S) FOR TECHNI Date RTC Submitted:	n (RTC) and Post De PDs, but is only "editable" ICAL CORRECTION	ents Here: Attach Acceptance Attach Acceptance Accision Settlement Area by TMS	ce Here:

ALERT Case TYPE :NCDS

Gintaras Vainutis - 2008 RAV4 VIN - JTMZK32V985021651

Repair History DOFU: 07/10/2008 New

Los Angeles - California

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	Add Conditions
Conditions	# of ROs ROs
1 - Shocks	6 1, 2, 3, 4, 5, 6
Total Number of ROs= <mark>6</mark> Total Days Vehicle was Down = 15	Dealers Involved: MILLER TOYOTA
Number of DSPM Involvements= 0	Number of FTS/FPE Involvements= 3 (3, 5, 6)
	Number of TAS Hotline Involvements= 0

1 Edit Repair Order Repair Order #: 1054070 Dealer: MILLER TOYOTA Mileage: 19751 Day taken in: 10/4/2010 Day finished: 10/4/2010 Days down: 1 Was there more than one (1) repair condition addressed on this RO?: No

Condition :1
Item addressed by repair: Shocks
Customer states: noise when going over bumps, noise from rear
Cause / Diagnosis: noise from bushings; inspection found tool bag loose. Road tested w/customer and she poitned out that there was a squeeking noise coming from rear suspension. Removed sway bar to lube bushings and brackets, noise still there. Removed both right and left rear lower control arms to lube and insulate suspension springs and bushings. Squeeking noise gone.
Action taken: Lube and insulate.
Was the TAS Hotline Involved? : No
Was there DSPM/DOM Involvement? :No
Was there FTS/FPE Involvement? : No
Was a TSB avail to resolve this condition? :No
Did parts availability cause this repair to be delayed? :No

2

2		Edit Repair Order
Repair Order #: 1055015	Dealer: MILLER TOYOTA	Mileage: 20287
Day taken in: 10/13/2010	Day finished: 10/13/2010	Days down: 1
Was there more than one (1) repair condition addressed on this RO?: No		

Condition :1
Item addressed by repair: Shocks
Customer states: rear noise when going over bumps . came in last week
Cause / Diagnosis: arec rear shocks. under mfr warranty. parts will be in on Wed w/c cust when parts are in
Action taken: Ordered parts
Was the TAS Hotline Involved? : No
Was there DSPM/DOM Involvement? : No
Was there FTS/FPE Involvement? : No
Was a TSB avail to resolve this condition? :No
Did parts availability cause this repair to be delayed? : No

3 Edit Repair Order Repair Order #: 1055680 Dealer: MILLER TOYOTA Mileage: 20423 Day taken in: 10/20/2010 Day finished: 10/21/2010 Days down: 2 Was there more than one (1) repair condition addressed on this RO?: No

Condition :1	
Item addressed by repair: Shocks	
Customer states: rear makes noisewhen going over bumps	

1

Cause / Diagnosis: both RR shocks lost tension Action taken: RR both rear shock abosrbers noise is present when going over bumps . Inspected and found both rear shocks ost tnesion - replced both rear shock absorbers . Was the TAS Hotline Involved? :No Was there DSPM/DOM Involvement? : No Was there FTS/FPE Involvement? : Yes Name : Was a TSB avail to resolve this condition? : No

Did parts availability cause this repair to be delayed? :No

4

Edit Repair Order

Repair Order #: 107460	Dealer: MILLER TOYOTA	Mileage: 24988
Day taken in: 6/16/2011	Day finished: 6/23/2011	Days down: 8
Was there more than one (1) repair condition	ion addressed on this RO?: No	

ondition :1
em addressed by repair: Shocks
Customer states: there is a squeeking noise coming from rear shock area
Cause / Diagnosis: road test car and at normal diving condition , could not near any noise at rear suspension , when drivin rer bumps. Hear a squeek type noise at rea , rear suspension was taken appart and lubricated , also rear shocks wwas placed too in the past. This veh is a sport model , suspension is a little more hard than conventional model .
Action taken: NO repairs.
Vas the TAS Hotline Involved? : No
Vas there DSPM/DOM Involvement? : No
Vas there FTS/FPE Involvement? : No
Vas a TSB avail to resolve this condition? : No
Did parts availability cause this repair to be delayed? : No

5

5		Edit Repair Order
Repair Order #: 1082182	Dealer: MILLER TOYOTA	Mileage: 25499
Day taken in: 7/14/2011	Day finished: 7/16/2011	Days down: 3
Was there more than one (1) repair	condition addressed on this RO?: No	

Condition :1

Item addressed by repair: Shocks Customer states: there is a squeeking noise coming from rear shock Cause / Diagnosis: FTS inspected and test drove veh w /tech, was able to dup customer concern of rear suspension noise can be heard when going over a speed bump at slow speeds . linspected operation of suspension to compare - heard same amount of rear driving on roads at normal operating speeds. Advised cust the amount of noise operating the veh from the ear suspension when driving over speed bumps at slow speeds is normal . There is no defect w/the veh. This amount of noise is normal characteristic of the veh . Swapped rear lower control arms , shocks, sway bar bushings , spring insulator rubbers in order to pinpoint cause of squeeking noise coming form rear suspension area ... after all of this was determined that noise is a normal noise, test drove similar year and model of veh, was determined to have the same noise (this is a normal noise and nothing to be concerned about)inspected floor board insulation nuts and bolts, nothing abnormal was found. Replaced lower spring rubber piece of insulator and sway bar bushings due to finding damaged threads . Road tested veh after service.

NOTE:8/29/11 FTS notes: noise when driving over speed bumps at 1-5 mph is normal. Test drove two other vehicles and they made the same noise . Dealer test drove w/customer in another veh and showed her it was a normal characteristic

Action taken: NO REPAIRS					
Was the TAS Hotline Involved? :No					
Was there DSPM/DOM Involvement? :No					
Was there FTS/FPE Involvement? : Yes	Name : B. Aceto				
Was a TSB avail to resolve this condition?	:No				
Did parts availability cause this repair to be delayed? :No					

Edit Repair Order

Repair Order #: 1082182	Dealer: MILLER TOYOTA	Mileage: 25499				
Day taken in: 7/14/2011	Day finished: 7/16/2011	Days down: 3				
Was there more than one (1) repair condition addressed on this RO?: No						

Condition :1	
Item addressed by repair: Shocks	

6

Customer states: there is a squeeking noise coming from rear shock

Cause / Diagnosis: FTS inspected and test drove veh w /tech - was able to dup customer concern of rear suspension noise can be heard when going over a speed bump at slow speeds . Inspected operation of suspension to compare - heard same amount of rear driving on roads at normal operating speeds . Advised cust the amount of noise operating the veh from the rear suspension when driving over speed bumps at slow speeds is normal . There is no defect w/the veh. This amount of noise is normal characteristic of the veh . Swapped rear lower control arms , shocks sway bar bushings , spring insulator rubbers in order to pinpoint cause of squeaking noise coming from rear suspension area ...after all of this was determined that noise is a normal noise, test drove similar year and model of veh , was ddetermined to have the same noise (this is a normal noise and nothing to be concerned about)inspected floor board insulation nuts and blots , nothing abnormal was found . Replaced lower spring rubber piece of insulator and swa bar bushings due to find damamged threads . Road tested veh after service.

Note: 8/29/11 FTS notes: noise when driving over speed bumps at 1-5 mph is normal. Test drove two other vehs and they made the same noise. Dealer test drove w/cust in another veh and showed her it was a normal characteristic.

Action taken: NO REPAIRS
Was the TAS Hotline Involved? : No
Was there DSPM/DOM Involvement? :No
Was there FTS/FPE Involvement? : Yes Name : b. ACETO
Was a TSB avail to resolve this condition? : No
Did parts availability cause this repair to be delayed? : No



Administered by NCDS

California Dispute Settlement Program

September 16, 2011

43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 777-8119 (586) 226-2470 Fax: (586) 226-2559

Todd Friedman, Esq. Law Offices of Todd Friedman, P.C. 820 South Bedford Street #104 Los Angeles, CA 90035

Toyota Motor Sales, U.S.A., Inc. Toyota Los Angeles Regional Office 2 Banting Irvine, CA 92618

> RE: CASE # 1111134 Customer Name::

Dear Parties:

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

Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has thirty (30) days from the date of this letter in which the California Dispute Settlement Program (CDSP) must receive the "Acceptance of Decision" form. The form should be mailed to:

California Dispute Settlement Program 43230 Garfield Road Suite 130 Clinton Township, MI 48038

Thank you for your cooperation in resolving this matter through the California Dispute Settlement Program. Should you have any questions regarding the "Acceptance of Decision," please contact CDSP at 888-300-6237. Failure to return this form within thirty (30) days from the date of this letter will be considered a rejection of the Arbitrator's Decision and therefore, CDSP will close your case.

Enclosed, please find additional information required to be disclosed, in accordance with California Code of Regulations, Title 16, Section 3398.12. Finally, you may obtain, at a reasonable cost, copies of all the case records related to this dispute.

Sincerely,

Diane Kimbrough x.120 Case Administrator

Enclosures: as noted cc: Board Members



Administered by NCDS

California Dispute Settlement Program

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43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 777-8119 (586) 226-2470 Fax: (586) 226-2559

DATE: September 16, 2011

CUSTOMER

CASE #: 1111134

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

I also understand that if I accept the Decision, Toyota Motor Sales, U.S.A., Inc. will be legally bound by the Decision.

You must mark one of the boxes below, otherwise, the California Dispute Settlement Program (CDSP) will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT TI	HE DECISION
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I DO NOT ACCEPT THE DECISION

SIGNED:

DATE:

CALIFORNIA DISPUTE SETTLEMENT PROGRAM

In the matter of the Arbitration between

Gintaras Vainutis
 ("Customer(s)")

and

DECISION Case # 1111134

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

A Three-Person Board consisting of Alan Johnson, Michael Musolf and Reggie Derryberry was appointed pursuant to CDSP rules as Arbitrators to determine disputes, which had arisen between the Customer(s), Gintaras Vainutis and Toyota regarding a 2008 RAV4.

By a notice given on September 8, 2011, the Board advised the parties that a hearing based solely on documents would be conducted on September 15, 2011.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by CDSP on August 24, 2011, and may be summarized as follows:

The Customer stated that there is a noise coming from the rear of the vehicle when going over bumps. On the Customer Claim Form, the Customer did not indicate the resolution being sought.

SUMMARY OF PRESENTATION:

The parties presented, and we reviewed and considered the following evidence: Customer Claim Form; and Repair History.

According to the Customer Claim Form received by CDSP on August 24, 2011, the Customer purchased a 2008 Toyota RAV 4 on July 5, 2008. The vehicle currently has approximately 26,236 miles on the odometer.

In addition to the Customer Claim Form, the Customer submitted nine (9) pages of evidence which included: Repair Orders numbered 1054070, 1055015, 1055680, 1079460, and 1082182.

According to the Customer Claim Form, the Customer stated that the vehicle's primary defects are that there is a noise at the rear of the vehicle; the suspension springs and bushings are defective; the rear shock absorbers are defective; the right rear window is defective; and there have been numerous recalls.

The Customer's Attorney requested a repurchase of the vehicle, plus Attorney fees and costs.

DECISION:

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

The Customer's request for the vehicle to be repurchased is hereby DENIED.

We have reached this unanimous conclusion because the Customer failed to demonstrate by a fair preponderance of the credible evidence that the suspension and the window have not been repaired, and that they are nonconformities that substantially impair the use, safety, or value of the vehicle.

The Toyota Eligibility Requirements on Product Performance Claims that are not Arbitrable include item 8- Claims for Attorney fees or punitive damages, and item 15- Claims involving product liability issues. This constitutes the Panel's complete DECISION as to all the complaint(s) submitted to the Panel for Determination.

September 16, 2011 Date Alan Johnson Michael Musof

Date

Michael Musolf

September 16, 2011 Date

Ms. Reggie Berryberry

IMPORTANT DISCLOSURES FOR CALIFORNIA CONSUMERS

Pursuant to the California Code of Regulations §3398.12(a) 5, 7, 9, 10 and 11; §3398.12(b); §3398.12(c); and §3398.12(d) Consumers should be aware of the following:

- If the decision provides for a further repair attempt or any other action by Toyota Motor Sales, U.S.A., Inc., CDSP will ascertain from the Consumer whether performance has occurred.
- The Consumer may obtain a copy of CDSP's written operating procedures upon request and without charge.
- The Consumer may regain possession (without charge) of all documents which the Consumer has submitted to CDSP, except where good accounting practice requires that Toyota Motor Sales, U.S.A., Inc., retains original documents upon which disbursements have been made.
- If Toyota Motor Sales, U.S.A., Inc. is required to perform any obligations as part of a settlement, or if Toyota Motor Sales, U.S.A., Inc. is obligated to take any action to implement a decision, CDSP shall ascertain from the Consumer, within 10 days after the date set for performance, whether such performance has occurred.
- If the Consumer asserts that Toyota Motor Sales, U.S.A., Inc.'s performance of a further repair attempt has not occurred to the Consumer's satisfaction, CDSP shall promptly inform the Arbitrator who decided the dispute of all of the pertinent facts. In that event, the Arbitrator (or a majority of the Arbitrators) may decide to reconsider the decision. A decision under this subdivision to reconsider a decision may be made at any time and need not be made at a meeting to decide disputes (Section 3398.7).
- If the Arbitrator decides to reconsider the decision, the decision to reconsider shall be deemed to constitute notification of the dispute (Section 3398.4), and the program shall investigate the dispute and in all respects treat it as a new dispute, except that the program shall expedite all phases of the process, and the same Arbitrator or Arbitrators, if reasonably possible, shall decide the dispute.
- If the Consumer has a complaint regarding the operation of CDSP, the Consumer may register a complaint with the California Department of Consumer Affairs, Arbitration Certification Program.
- California Department of Consumer Affairs, Arbitration Certification Program, 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, (916) 574-7350.
- **POST DECISION SURVEY:** In accordance with the provisions of the California Business & Professions Code §472.4, the California Department of Consumer Affairs, Arbitration Certification Program (ACP), is required to annually measure Consumer satisfaction with each of the arbitration programs. The ACP will be conducting a post decision survey to obtain your overall arbitration experience, as this will help the ACP to improve the arbitration process. Please notify the ACP of any address or contact information changes.



Administered by NCDS

California Dispute Settlement Program

August 24, 2011



43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 777-8119 (586) 226-2470 Fax: (586) 226-2559

RE: CASE # 1111134

Dear

Your request for arbitration has been received. Your claim appears to meet the California Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act and California law, which provides for the expedient resolution of Customer complaints. Under federal law, the California Dispute Settlement Program (CDSP) is required to close your case within forty (40) days of the date on this letter.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process. You have the option of having an oral hearing (in person or via teleconference) or a "documents only" process (please see enclosed hearing process rules). If you choose to make an oral presentation and do not appear at the scheduled hearing, Toyota will still be entitled to make their presentation. If you do not want to make an oral presentation, your dispute will be decided on the basis of the documents submitted by all parties. You do not need to be present at a "documents only" decision process.

Should you choose an oral hearing, a CDSP Case Administrator will be contacting you with the date, time and location of the hearing. Please be sure to inform the CDSP Case Administrator of your preferences at the time of scheduling; in the alternative, you may fax the attached "Hearing Process Selection" form to CDSP at (586) 226-2559. The form must be received within seven (7) days of the date of this letter.

A CDSP Mediation Specialist may also contact you prior to the hearing date in an effort to help you and Toyota reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the mediation Settlement Agreement. Your case will then be closed after verification of performance. If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Toyota will comply with the decision within thirty (30) days. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

If you have not done so already, please provide us with copies of all relevant repair orders, as well as a copy of your title, current registration or bill of sale or lease contract. Your participation in the CDSP does not relieve you of any obligation you have with the lender or leasing agent. CDSP will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call CDSP toll free at 888-300-6237.

Sincerely,

Diane Kimbrough x.120 Case Administrator

Enclosures: as noted cc: Toyota Los Angeles Regional Office

California Dispute Settlement Program HEARING PROCESS SELECTION FORM

igeles, CA	
	CASE # 1111134
I elect to	b have my claim decided through (please check one of the following):
	a "document only" process.
	OR
	an oral hearing.
	OR
	via teleconference call.
If you so Section	elected "oral hearing" above, please complete this Section; otherwise, please skip this
I prefer	to have my hearing held at (please check one or more of the following):
	a site to be identified by the arbitrator other than
	a dealership (eg. library, hotel, or other public conference facility).
	OR
	my servicing Toyota dealership,alternate dealership, if these facilities are available.
hoice of h ill be hear	nearing location does not impact either the outcome of the arbitration or how soon your rd.
	PLEASE NOTE: The hearing will be conducted in English. If you require an interpreter, it is your responsibility to arrange for an interpreter to attend the hearing with you.
	RE: I elect to I f you s Section I prefer

Customer Signature

Please sign and fax this form to CDSP at (586) 226-2559. In the alternative, you may mail it to:

CDSP 43230 Garfield Road Suite 130 Clinton Township, MI 48038



Administered by NCDS

California Dispute Settlement Program

43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 777-8119 (586) 226-2470 Fax: (586) 226-2559

August 24, 2011



RE: CASE # 1111134

Dear

We are in receipt of your "Customer Claim Form", requesting arbitration within the Toyota Dispute Settlement Program. We note that you have not set forth the resolution you are seeking. Because Toyota maintains a state-certified, third-party arbitration program called the California Dispute Settlement Program (CDSP), consumers must submit the warranty dispute to CDSP before consumers can take advantage of the California "Lemon Law" presumptions in court. It is our experience that <u>obtaining this information process</u>. You may send it by fax or mail to the address above. Please respond within the next five (5) business days to avoid any unnecessary delay in scheduling your case for hearing.

We appreciate your assistance in this matter.

Sincerely,

CDSI

Diane Kimbrough x.120 Case Administrator

cc: Toyota Los Angeles Regional Office



California Dispute Settlement Program 43230 Garfield, Suite 130 Clinton Township, MI 48038 (800) 777-8119 (586) 226-2470 Fax: (586) 226-2559

August 24, 2011

Toyota Motor Sales, U.S.A., Inc. Toyota Los Angeles Regional Office 2 Banting Irvine, CA 92618

RE: CASE # 1111134

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the California Dispute Settlement Program (CDSP) within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker.

As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

CDSP Diane Kimbrough x.120 Case Administrator

cc: Gintaras Vainutis

RECEIVED AUG 2 4 2011 CUSTOME CORE AND ADDRESS				
Mr. Mrs. Ms. First		2		
Street address:		*/		
City: LOS Ang	eles	_State:Zi	p code:	
Daytime phon				
VEHICLE INFORMATIO	N		-	
Name(s) that appears on t	the vehicle title			
Is this a leased vehicle?:	Yes 🗋 No 🛛 Delivery c	late:///		
If YES, lessor's name and	address:			
Make:	Model: <u>RAV4</u>	Year: <u>2008</u> Cu	urrent mileage: _262	.36
1	nber: <u>JT/YZK32, V985</u>			
Selling dealer and addres 9077 W. WASH	S: MILLER TOYOTA SCION INGTON BLVD., CUL	I OF CULVER C VER CITY, C	ITY A 90232	
	r: Miller TOYOTA SCION			
VEHICLE PROBLEM(S)	(Attach legible copies of applicable repair or	ders or other documents the	at support your complaint)	
			at ouppoint your complainty	
Problem	List dealer(s) which have repaired or attempted repair (include city and state	List the date, mileage,	and repair Does	the problem ntly exist?
Example:	attempted repair (include city and state Autoworld Inc.	List the date, mileage,	and repair Does n repair attempt curren	ntly exist?
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	CUSTOMER #:	800088	18		1	054070		IILLER S	CION	L
	UNIT# 30265:				*	INVOICE*	(77 W. WASHING CULVER CITY, C www.millerautom	A 90232	
					זמ	JPLICATE 2	•••	(310) 559-3		
	CULVER CITY	. CA			DC	PAGE 1	A 04	A: C: 41.4	1	
	HOME		CONT:N/A		0.55			ber Of The Miller		coup
	BUS:		CELL:		SER	VICE ADVISOR:	2551 H	arry Reye		TAG
	COLOR Y	EAR	MAKE/MODEL			VIN	LICENSE	WILLCAG	- 1147 001	
	BLACK	08 TOY	OTA RAV4		TTMZI	K32V985	1	19751	/19751	T5453
			WARR. EXP.	PROMIS		PO NO.	RATE	PAYMENT	INV, D	ATE
									0.000	\sim
	05JUL08 DD			11:00 04			04040	CASH	040CT1	0
	R.O. OPENED)	READY		S'I'	K:302651 DLR	:04842			
	07:52 040CT	10 18.	00 040CT1	0						
	TTNE OPCODE	TECH I	YPE HOURS	1			LIS		T TOT	AL
1	A CUSTOMER	STATES	NOISE WHE	EN GOING	OVER B	UMBPS. NOISE	FROM RE	EAR . CHEC	K	
1		ADVISE								
	CAUSE: NOIS									
	es eus	TOMER S 2628	W						(N/	'C)
	PARTS:	0.00	LABOR:	0.00	OTHER	: 0.00	TOTAL	LINE A:		00
	19751 ON I	INSPECTO	ON FOUND 7	FOOL BAG	LOOSE,	ROAD TEST WI	TH CUSTO	OMER AND		
	SHE POINTE	ED OUT .	THAT THER	WAS A SQ	UEEKIN	G NOISE COMI	NG FROM	REAR		
	SUSPENSION	J, REMOVI	ED SWAY BA	AR TO LUB	E BUSH	INGS AND BRA OWER CONTROI	ACKEIS, NO	JISE SIIDI)	
	THERE, REMC	JVED BU.	TON SPRIN	AND LEFT	SHINGS	SQUEEKING N	OISE GOI	NE.		
		****	*******	* * * * * * * * *	*****	*********	******	* * * * *		
	B PERFORM W	VORLD CI	LASS MULT	I POINT I	NSPEC'I	ICN AND CHEC	CK TIRE	PRESSURE,		
	INF	FLATE TO	O RECOMMEN	NDED PRES	SURE,	INDICATE THA	AT A TIR	E PRESSURE	G	
	SEI	RVICE W	AS PERFOR	MED AND 1	NDICAT	E THE TIRE I	RESSURE			
	MEA	ASUREME	NIS AFIER	INE SERV	T DOTN	S PERFORMED	J			
	1 AMMP	AND CHE	CK TIRE P	RESSURE.	INFLAT	'E TO				
	I	RECOMME	NDED PRES	SURE, INI	ICATE	THAT A TIRE				
]	PRESSUR	E SERVICE	WAS PERF	FORMED	AND INDICATI	Ξ			
					EMENTS	AFTER THE				
	5		WAS PERF	ORMED.					(N	/C)
	PARTS:	2628	TABOD.	0 00	ОТИЕБ	R: 0.00	TOTAL	LINE B:		.00
	LULID:	0.00	DUDAN.	0.00	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~					
	19751 TIR	ES F 8/	32 R 8/32	BRAKES I	F 6MM F	R 7MM TIRE P	RESSURE	32PSI		
	ALL AROUN	D				****	ىك چك چك چك چك چك چك	* * * * *		
		+ + + +	*******	******	******	*********	******	~ ^ ^ ^ ^		

DISCLAIMER OF WARRANTIES	The seller hereby expressly disclaims all warranties	s, either expressed or implied, including any implied	DESCRIPTION	TOTALS
warranty of merchantability of liability in connection with sale	inters for a particular purpose, and neither assumes in of said products.	LABOR AMOUNT	0.00	
ORIGINAL ESTIMATE	ADD'L REPAIRS OK'S BY:	"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE"	PARTS AMOUNT	0.00
(PARTS & LABOR)			GAS, OIL, LUBE	0.00
\$	DUONE NO	x	SUBLET AMOUNT	0.00
\$ TOTAL & REVISED DATE TIME	PHONE NO.	PLEASE SIGN HERE TO RELEASE YOUR VEHICLE	MISC. CHARGES	0.00
	CONTACTED BY: PH. PERSON		TOTAL CHARGES	0.00
			LESS INSURANCE	0.00
				0.00
ESTIMATES WAIVER: I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE EMISSION SERVIC AND/OR ADJUSTMENTS DONE ELSEWHERE. I HEREBY WAIVE THIS RIGHT.		RIGHT TO HAVE EMISSION SERVICES I HEREBY WAIVE THIS RIGHT.	PLEASE PAY THIS AMOUNT	0,00

Notice to Consumer: Please read important information on back.

BAR # ARD046053

EPA # CAD981685241

2.010			
CUSTOMER #: 80008818	1055015	Miller toyot/ Miller scion	
UNIT# 302651	*INVOICE*	9077 W. WASHINGTON BLV CULVER CITY, CA 90232 www.millerautomotive.con	
CULVER CITY, CA	PAGE 1	(310) 559-3777	
HOME :	SERVICE ADVISOR:	A Member Of The Miller Automotic	re Group
BUS : COLOR YEAR MAKE/MODEL	VIN	2551 Harry Reyes LICENSE MILEAGE IN / OUT	TAG
BLACK 08 TOYOTA RAV4 DEL. DATE PROD. DATE WARR. EXP. PROMIS	JTMZK32V985	20287/20287 RATE PAYMENT IN	7 <u>T587</u> IV. DATE
OSJULOS DD WAIT 1 R.O. OPENED READY OPTION	<u>30CT10</u> S: STK:302651 DLR:		CT10
10:26 130CT10 11:39 130CT10			
TINE OPCODE TECH TYPE HOURS			TOTAL
A CUSTOMER STATES REAR NOISE WHEN G SAME ISSUE, OCT 04 2010.	OING OVER BUMPS. CA	ME IN LAST WEEK.	
CS CUSTOMER STATES			(N/C)
2496 ID PARTS: 0.00 LABOR: 0.00	OTHER: 0.00	TOTAL LINE A:	0.00
20287 RECOMMEND REAR SHOCKS. UNDER WILL BE IN ON WED. WILL CALL CUSTO ************************************	MER WHEN PARTS ARE X************************************	IN. ************ K TIRE PRESSURE, F A TIRE PRESSURE RESSURE	(N/C) 0.00
20287 PERFORM WORLD CLASS MULTI PO PRESSURE. FRONT AND REAR TIRE PRES BRAKES GOOD . 60% *************************	SSURES AT 32 PIS AN	D FRONT AND REAR	

DISCLAIMER OF WARRANTIES	: The seller hereby expressly disclaims all warrantie	s, either expressed or implied, including any implied	DESCRIPTION	TOTALS
liability in connection with sale	of said products.	LABOR AMOUNT	0.00	
ORIGINAL ESTIMATE (PARTS & LABOR)	ADD'L REPAIRS OK'S BY:	"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE"	PARTS AMOUNT	0.00
(FARTS & LABOR)			GAS, OIL, LUBE	0.00
\$	PHONE NO.	x	SUBLET AMOUNT	0.00
AUTHORIZED	PHONE NO.		MISC. CHARGES	0,00
ADD E HEF AINS	CONTACTED BY: PH. PERSON		TOTAL CHARGES	0.00
\$			LESS INSURANCE	0.00
TOTAL & REVISED	DATE TIME	X	SALES TAX	0.00
\$	WAIVER: I UNDERSTAND THAT I HAVE THE AND/OR ADJUSTMENTS DONE ELSEWHERE.	WAIVER: I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE EMISSION SERVICES AND/OR ADJUSTMENTS DONE ELSEWHERE, I HEREBY WAIVE THIS RIGHT.		0.00

90/0			
	K	MILLER TO	YOTA
CUSTOMER #: 80008818	1055680		cion \Box
0111# 302031	*INVOICE*	9077 W. WASHINGT CULVER CITY, CA	
		www.millerautomo (310) 559-37	
CULVER CITY, CA	PAGE 1	A Member Of The Miller	
HOME : BUS :	SERVICE ADVISOR:	2551 Harry Reyes	- 1
COLOR YEAH MAKE/MODEL	VIN	LICENSE MILEAGE	
BLACK 08 TOYOTA RAV4	JTMZK32V985	20421/	20421 T772
	PROMISED PO NO.	RATE PAYMENT	INV. DATE
05JUL08 DD 12:	30 200CT10	CASH	200CT10
	OPTIONS: STK:302651 DLR:		
11:11 200CT10 16:09 200CT10		. ,	
LINE OPCODE TECH TYPE HOURS	THE MUCH COTHE DUM	LIST NET	TOTAL
A CUSTOMER STATES REAR MAKES NO CHECKED OUTCAR. SHOCKS	IS HERE. CHECK AND ADVI		
CS CUSTOMER STATES 2496 W			(N/C)
2496 W 2 48531-42130 ABSORBER,	SHOCK, RR		(N/C)
	0.00 OTHER: 0.00	TOTAL LINE A:	0.00
20421 CUSTOMER STATES OF A REA REPLACE REAR SHOCK ABSORBERS E AND ROAD TEST.			
******	*****		
SERVICE WAS PERFORMED A	PRESSURE, INDICATE THAT ND INDICATE THE TIRE PR	A TIRE PRESSURE	
MEASUREMENTS AFTER THE TAMMP PERFORM WORLD CLASS			
AND CHECK TIRE PRESSU	JRE, INFLATE TO INDICATE THAT A TIRE		
and the second	PERFORMED AND INDICATE		
THE TIRE PRESSURE MEA SERVICE WAS PERFORMED			
2496 IPST	5.		(N/C)
PARTS: 0.00 LABOR: 0	0.00 OTHER: 0.00	TOTAL LINE B:	0.00
20421 CAR WAS INSPECTED LAST V ******************	/ISIT A PART WAS ORDER. *************************	****	

DISCLAIMER OF WARRANTIES: The su	eller hereby expressly disclaims all warranties or a particular purpose, and neither assumes r	DESCRIPTION	TOTALS	
liability in connection with sale of said p	products.	LABOR AMOUNT	0.00	
ORIGINAL ESTIMATE (PARTS & LABOR)	ADD'L REPAIRS OK'S BY:	"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE"	PARTS AMOUNT	0.00
			GAS, OIL, LUBE	0.00
\$	PHONE NO.	x	SUBLET AMOUNT	0.00
AUTHORIZED ADD'L REPAIRS	CONTACTED BY: PH. PERSON	PLEASE SIGN HERE TO RELEASE YOUR VEHICLE	MISC. CHARGES	0.00
			TOTAL CHARGES	0.00
Ş		v	LESS INSURANCE	0.00
TOTAL & REVISED ESTIMATES	DATE TIME X		SALES TAX	0.00
\$	WAIVER: I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE EMISSION SERVICES AND/OR ADJUSTMENTS DONE ELSEWHERE. I HEREBY WAIVE THIS RIGHT.		PLEASE PAY THIS AMOUNT	0.00
Notice to Consumer: Pl	ease read important inform	ation on back. BAR # ARD	046053 EPA #	CAD981685241

_	4) 9	6//	Miller to	YOTA 🔼
CUSTOMER #: C8000 UNIT# 302651	08818	1079460		CION C
ONTIH JOZOJI	-	*INVOICE*	9077 W. WASHINGT CULVER CITY, CA	
			www.millerautomo (310) 559-37	tive.com
LOS ANGELES, CA		PAGE 1		
HOME :			A Member Of The Miller -	
BUS: COLOR [YEAH]	MAKE/MODEL	SERVICE ADVISOR:	1200 CARLOS ALEX LICENSE MILEAGE	
BLACK 08 TO DEL. DATE PROD. DAT	YOTA RAV4 E WARR. EXP. PROM	JTMZK32V985		24986 T500
	C WAIN CAR. FROM	FO NO.	HATE PAYMENT	INV. DATE
05JUL08 DD R.O. OPENED	READY 08:00		CASH 4842	17JUN11
14:43 16JUN11 15	5:17 17JUN11			
LINE OPCODE TECH			LIST NET	TOTAL
A CUSTOMER STATES	S PASSENGER SIDE W	INDOW DOES NOT OPEN F		
SIDE CHEC CAUSE: .	CK AND ADVISE			
CAUSE CS				
7166	W			(N/C)
	AE010 MOTOR ASSY, 1			(N/C)
	LABOR: 0.00 NT WINDOW GET STUC	OTHER: 0.00 K AT TIMES, REC REPLA	TOTAL LINE A:	0.00
FRONT WINDOW MOT	FOR. REPLACED RIGHT	F FRONT WINDOW MOTOR	OFP= 85710-AE010	
1		* * * * * * * * * * * * * * * * * * * *		
B CUSTOMER STATES	5 THERE IS A SQUEE	KING NOISE COMING FRO	M REAR SHOCK	
CS				
	IPST			(N/C)
	LABOR: 0.00	OTHER: 0.00 DRIVING CONDITION, N	TOTAL LINE B:	0.00
NOISE AT REAR SU	USPENTION, WHEN DR	IVING OVER BUMPS HEAR	A SOUICK TYPE	
NOISE AT REAR, 1	REAR SUSPENTION WAS	S TAKED APPART AND LU	BRICATED, ALSO	
REAR SHOCKS WAS	REPLACED TOO. THI: E HARD THAN CONVEN	S VEHICLE IS A SPORT	MODEL, SUSPENTIC	N
TO Y DITITUD WOK	**************************************	110NAL MODEL. ******************	* * * * * * * * *	
C 90L-Safety Reca	all 90L - Potentia	l Floor Mat Interfere	nce with	
Accelerat CAUSE: .	tor Pedal			
CAUSE: . CS				
7166	W			(N/C)
		OTHER: 0.00	TOTAL LINE C:	0.00
24986 PERFORMED	90-L RECALL FOR R	AV-4. RUN A HEALTH CH	ECK.	
	BRAKE PADS AND MAC			
	FRONT BRAKE PADS A	ND MACHINE ROTORS		
7166	CT 42180 PAD KIT, DIS	C DDAKE	100.00	
PARTS. 59 99	T.AROP. 100 00		69.29 59.99 TOTAL LINE D:	59.99 159.99
DISCLAIMER OF WARRANTIES: The se warranty of merchantability of fitness for	aller hereby expressly disclaims all warranties or a particular purpose, and neither assumes	s, either expressed or implied, including any implied nor authorizes any other person to assume for it any	DESCRIPTION	TOTALS
ORIGINAL ESTIMATE	ADD'L REPAIRS OK'S BY:	"I ACKNOWLEDGE NOTICE AND OBAL APPROVAL	LABOR AMOUNT	
(PARTS & LABOR)		OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE"	PARTS AMOUNT GAS, OIL, LUBE	
\$ AUTHORIZED	PHONE NO.	x	SUBLET AMOUNT	······
ADD'L REPAIRS		PLEASE SIGN HERE TO RELEASE YOUR VEHICLE	MISC. CHARGES	
\$	CONTACTED BY: PH. PERSON		TOTAL CHARGES	
TOTAL & REVISED ESTIMATES	DATE TIME	X	LESS INSURANCE SALES TAX	

					20	11						
CUSTOMER # UNIT# 3026		008	818	1.10	<u>)</u>	1	082182	C		LER S	oyo1 CIO	NC
UNTIN 5025	54			. IG		1	INVOICE*		CUL	V. WASHIN VER CITY, (millerautor) (310) 559-	CA 9023 notive.co	32
LOS ANGELE	S, CZ	1		* 5. ©		30 - S	PAGE 1		A Member C	A The Mille	t Automo	tive Group
HOME : BUS :						SER	VICE ADVI	SOR: 1	200 CAR	LOS ALE	XANDE	ER AGU
<u> </u>							VIN		LICENSE	MILEAG	E IN / OU	JT TAG
BLACK	08		OTA R				K32V985			25492		
DEL. DATE	PROD.	DATE	WARR. E	EXP.	PROMI	SED	PO NO.		RATE	PAYMENT		INV, DATE
05JUL08 DD	i di en				17:00 1	6JUL11	$\sum_{i=1}^{n}$			CASH	160	JUL11
R.O. OPEN			READ		OPTION		K:302651	DLR:04				
00.00 14 7	17 1 1	1	27 10	TTTT							2	
08:00 14JU			37 16. YPE H						LIST	NE	<u>.</u>	TOTAL
A CUSTOMER	STA	TES	PASSE	NGER S		NDOW DO	DES NOT C	PEN FI			- <u>+</u>	101111
	DE CI	HECH	(AND)	ADVIS	E	2 × 1			•			
CAUSE: . CS	1											
U	24	96	W									(N/C)
Print and a	72		and a state of the second									(N/C)
PARTS:			LABOR			OTHER		.00	FOTAL LI			(N/C)
25999 REI			A CONTRACTOR OF	Street and the second second				.00	IOIAL LI	NE A:		0.00
\sim	* *	***	*****	****	*****	*****		*****	******	* *		
B CUSTOMER	REA	TES	THERE	IS A	SQUEEI	KING NO	ISE COMIN	NG FROI	M REAR S	HOCK		,
CAUSE: .									$\frac{331}{1000}$	117	7	
CS								~	231	- 1	>>	
	V	96	W		0.017		1	(\mathbf{D})	10	- '		(N/C)
			0080 N			R STABI	L CT	ρ^{-}	1-16	2		(N/C) (N/C)
			1001 N				V	10.	10	×		(N/C)
						BILIZER		/				1-1 -1
2	4881	7-0]	R010 C	USHIO	N, STAI	BILIZER R COIL	- /					(N/C)
						REPAIR-						(N/C)
			IPST									(N/C)
PARTS:			LABOR		0.00	OTHER			TOTAL LI			0.00
25498 FTS DUPLICATI											т	
GOING OVI												
COMPONET	S FOU	ND :	NO DEF	ECTS	OR MAL	FUNCTIO	NTEST	DROVE	ANOTHER	VECHIL	Ξ	
TO COMPAN		State Contraction of the	and the second								VER	
SPEED BUI												
VECHILE 1	FROM	THE	REAR	SUSPE	NSION	WHEN DR	IVING OV	ER SPE	ED BUMPS	AT SL	WC	
SPEEDS I												
NOISE IS DISCLAIMER OF WAR	RANTIES.	The valle	r horaby avor	acely discloin	ne all warranting	aithar avarage	d or implied includi	an any implied	D REAR I DESCRI			TOTALS
liability in connection v	with sale of	said pro	a particular pui ducts.	irpose, and n	either assumes i	nor authorizes an	y other person to ass	sume for it any	LABOR AMO			
ORIGINAL ESTIMATE (PARTS & LABOR)			DD'L REPAIR	S OK'S BY:		"I ACKNOWLEDG OF AN INCREASE	E NOTICE AND ORAL A	PPROVAL MATED PRICE"	PARTS AMOU	JNT		
\$						V			GAS, OIL, LU		-	
AUTHORIZED ADD'L REPAIRS	- <u>-</u>	F	HONE NO.				RE TO RELEASE YOUR	(EUIC) E	SUBLET AMC	-in-		
\$		0	CONTACTED E	BY: PH.	PERSON		TO NELEMAE TOUR V	CHILLE	TOTAL CHAR			
STOTAL & REVISED	n (* 1 1977)		DATE	т	IME	x			LESS INSURA	NCE		
ESTIMATES	1		WAIVER: I UND	ERSTAND TH	AT I HAVE THE	RIGHT TO HAVE E	MISSION SERVICES		SALES TAX			
\$ to a		1 N 1 N 1 N	X	STIVIENTS DO	NE CLOEWHERE.	I HEREBY WAIVE			THIS AMOL	Second and the second s		

Notice to Consumant Dia

USTOMER #: C80008818	1082182		
UNIT# 302651	1002102	9077 W. WASHINGTO	
	INVOICE	CULVER CITY, CA s www.millerautomoti	90232
		(310) 559-377	
LOS ANGELES, CA HOME:	PAGE 2	A Member Of The Miller A	utomotine Group
BUS:	SERVICE ADVISOR:	1200 CARLOS ALEXA	
COLON ICAN WARE/WODEL	VIN	LICENSE MILEAGE IN	
BLACK 08 TOYOTA RAV4	JTMZK32V985	25492/2	5499 T705
DEL. DATE PROD. DATE WARR. EXP. PROM		RATE PAYMENT	INV. DATE
05JUL08 DD 17:00	16JUL11	C A GT	
R.O. OPENED READY OPTIO		04842	16JUL11
09.00 14 111 11 14 25 3 5 14 13			
08:00 14JUL11 14:37 16JUL11 LINE OPCODE TECH TYPE HOURS		LIST NET	TOTA I
CONTROL ARMS, SHOCKS, SWAY BAR BU	SHINGS, SPRING INSUL	ATOR RUBBERS IN	TOTAL
ORDER TO PINPOINT CAUSE OF SQUEAK AREAAFTER ALL OF THIS WAS DETEN TEST DROVE SIMILAR YEAR AND MODEL THE SAME NOISE (THIS IS A NORMAL I ABOUT) INSPECTED FLOOR BOARD INSUL WAS FOUND.REPLACED LOWER SPRING RI BUSHINGS DUE TO FINDING DAMAGED TH SERVICE. ************************************	RMINED THAT NOISE IS OF VEHICLE, WAS DET NOISE AND NOTHING TO ATION NUTS AND BOLTS UBBER PIECE OF INSUL HREADS. ROAD TESTED ************************************	A NORMAL NOISE, CERMINED TO HAVE BE CONCERNED NOTHING ABNORMAL ATOR AND SWAY BAR VEHICLE AFTER X********** TIRE PRESSURE, A TIRE PRESSURE RESSURE	(N/C)
D RENTAL CAR, CUST RESPONSIBLE FOR	*****	TOTAL LINE C:	0.00
RENTAL RENTAL CAR, CUST RESPO INSURANCE 32	NSIBLE FOR GAS AND	~	
7250 IPST SUBL ENTERPRISE#143656 PO#187409			(N/C)
IPST			(N/C)
PARTS: 0.00 LABOR: 0.00		TOTAL LINE D:	0.00
	*******************	* * * * * * * * * * *	
· · · · · · · · · · · · · · · · · · ·			
DISCLAIMER OF WARRANTIES: The seller hereby expressly disclaims all warranties	s, either expressed or implied, including any imp		TOTALS

warranty of merchantability of fitness for liability in connection with sale of said p		s, either expressed or implied, including any implied nor authorizes any other person to assume for it any	Deachierton	TOTALS
ORIGINAL ESTIMATE	ADD'L REPAIRS OK'S BY:	TI ACKNOWI SOCE NOTICE AND COM APPROXIM	LABOR AMOUNT	
(PARTS & LABOR)		"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE"	PARTS AMOUNT	
\$			GAS, OIL, LUBE	
AUTHORIZED	PHONE NO.	X	SUBLET AMOUNT	· ·
ADD'L REPAIRS		PLEASE SIGN HERE TO RELEASE YOUR VEHICLE	MISC. CHARGES	
\$	CONTACTED BY: PH. PERSON		TOTAL CHARGES	and the second second block of the second second second
TOTAL & REVISED	DATE TIME	x	LESS INSURANCE	and the second secon
ESTIMATES	WAIVER: I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE EMISSION SERVICES	SALES TAX		
\$	AND/OR ADJUSTMENTS DONE ELSEWHERE.	I HEREBY WAIVE THIS RIGHT.	PLEASE PAY THIS AMOUNT	

PE12-002 TOYOTA 4/5/2012 Attachment Response 4 Arbitration 1711049

Region/PD: Boston			Created by:Mike	Ciccolini on 12/15/2011 (Day	s Open: 1)
Region Contact: Mike Ciccol	ini			Status	Closed
Responsible Source:					MS Note:
Customer First Name:		Last	Case Clo	osed by : Mike Ciccolini on 1 State: MA	
VIN: JTMBD33V275			er Connection Case I		<u> </u>
Year of Vehicle: 2007	Model:		Model Code:		
Vehicle Description: 5-DOOF					
Built Date: 02/15/2007		DOFU:04/09/2007		Veh. Color: NAUTICAL	BLUE ME
Is Vehicle: O Leased	Purchased	Veh. Purchased: N	ew		
Mileage-Current:47,625					
Authorized Toyota dealer?:) Yes \bigcirc No				
Dominant Servicing Dealer:	TUFANKJIAN TOY	OTA OF BRAINTREE		Dlr Code: 201	22 dst: 2
Filed State Arbitration	Filed NCD	S/CDSP Arbitration	Voluntary	Lawyer	
	Case#: 17110	49			
Condition Categories:		<u>Cond</u>	itions:		
1- Engine		Oil Le	eaks		
2- Body		Wind	Noise		
3- Steering			elescopic Steering Co	olumn Noise	
What Resolution is the custo Repurchase	mer seeking? (che nbursement Otł				
Replacement Replacement	air 🗌 Un	known			
Type of Case:	NCDS				
Outcome of Case:	Case Closed Due	to			
, ., .	Ineligibility				
Case Finalized:	12/14/2011				
Case Notes for: Bre	<u>nda Diggs</u>				
Case closed in DR On Mike Ciccolini 12/15 					
		Misc. Attac	hments		

<u>Brenda Diggs</u>	NCDS Cas	se Information	Bosto
2007 RAV4		Hearing Information	Massachuse
NCDS Case #:	1711049	Hearing Information	
Start Date:	12/14/2011	Date: Time:	
Date Customer Claim Form Received:	12/14/2011	Location: Toyota of Braintree	
Date of NCDS Technical Inspection:			ne 🔿 In Per
		Toyota Rep: Arb. List	
		NCDS Arbitrator:	
Attach Customer Claim Form:			01/13/20
		This case must have a hearing by:	01/10/20
	lobe		
Diggs N	 Cl.pdf		
Was case closed/resolved prior to arbitr Was the case mediated? No Yes-By P Yes-At H	hone	Was case closed due to legal involvement?	⊖ Yes ● I
Was the case mediated? No Yes-By P Yes-At H Request for Technical Correction This section is viewable by Regions /P	Phone earing (RTC) and Post De Pos, but is only "editable"	ecision Settlement Area	⊖ Yes ● M
Was the case mediated? No Yes-By P Yes-At H Request for Technical Correction This section is viewable by Regions /P REQUEST(S) FOR TECHNI	Phone earing (RTC) and Post De Pos, but is only "editable"	ecision Settlement Area by TMS	O Yes ● N
Was the case mediated? No Yes-By P Yes-At H Request for Technical Correction This section is viewable by Regions /P REQUEST(S) FOR TECHNI Date RTC Submitted:	Phone earing (RTC) and Post De Ds, but is only "editable" CAL CORRECTION	ecision Settlement Area by TMS	O Yes ● N
Was the case mediated? No Yes-By P Yes-At He Request for Technical Correction This section is viewable by Regions /P REQUEST(S) FOR TECHNI Date RTC Submitted: Was Decision Revised? Yes N	Phone earing (RTC) and Post De Ds, but is only "editable" CAL CORRECTION	ecision Settlement Area by TMS	O Yes ● N
Was the case mediated? No Yes-By P Yes-At H Request for Technical Correction This section is viewable by Regions /P REQUEST(S) FOR TECHNI Date RTC Submitted:	Phone earing (RTC) and Post De Ds, but is only "editable" CAL CORRECTION	ecision Settlement Area by TMS	○ Yes ● N

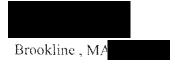
Brenda Diggs	NCDS CASE CLOSURE	Boston
2007 RAV4		Massachusetts
 What was the final outcome of this cas TMS Complied with Decision TMS Mediated Case Case Closed Due to Ineligibility Customer Rejected Decision Customer Withdrew Claim 	e? Customer Withdrew Claim-R/PD Settlement Arbitrator Denied Claim Other Claim resulted in Legal Case	
Date NCDS closed case:	12/14/2011	
Year/Model of replacement vehicle:		
VIN of Replacement Vehicle:		
Remove customer from future marketir	ng mailings: • Yes O No	
Attachment(s)		

diggs ineligible.pdf



National Center for Dispute Settlement 43230 Garfield • Suite 130 Clinton Township. MI 48038 (800) 936-4303 (586) 226-2470 Fax: (586) 226-2559

December 14, 2011



RE: CASE # 1711049

Dear

Your request for arbitration within the Toyota Dispute Settlement Program has been received.

Your application for arbitration states that the nonconformity is an item(s)/system(s) that is no longer within the warranty period. The arbitration process has jurisdiction on service issues related to Toyota's New Vehicle Limited Warranties. Therefore, your claim is not eligible for the arbitration process.

Although we are unable to assist you with this matter, we appreciate the time you took to explore this situation with NCDS.

Sincerely,

NCDS

Diane Kimbrough x.120 Case Administrator

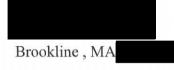
cc: Toyota Boston Regional Office



National Center for Dispute Settlement

43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 936-4303 (586) 226-2470 Fax: (586) 226-2559

December 14, 2011



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Sincerely,

NCDS

Diane Kimbrough x.120 Case Administrator

cc: Toyota Boston Regional Office

	RECEIVED DEC 1 4 2011	Customer Cl	aim Form	CASE NUMBER	FOR NCDS USE	
	CUSTOMER WARE AN	ID ADDR <u>ESS</u>	Slot	e to Color le	at Toyota	
	Mr. Mrs. M. F	irst name				
	Street address:					
	City: Brooth	l	State: MA	Zip code		
	Daytime phone:			x: ()	- X):	
l		DN		·		
1	Name(s) that appears on			4		
	Is vehicle used	How often is the venicle used % for business purposes (percentage)	• How many O owned or	y other vehicles are leased by the busin	ess: Ŏ	
	Make: Toyota	Model: Kav 4 Year:	2007 Current m	nileage:		
	Vehicle Identification Nun	nber: DIMBD33V	275			
	Selling dealer and addres	1014 01 00	intree 210	Union St	Brantie	
	Dominant servicing deale	er:			MA 02189	
l i		sed, complete the following	If vehicle was lease		ollowing	
	119	Mileage at purchase: 05		Aileage at lease:		
		new used demo fleet				
	Are your loan payments of		Are your lease payments current? Yes No			
	Is the vehicle in your pos		Is the vehicle in your possession? Q Yes Q No Leasing company's name and address:			
	Lienholders's name and a	address:	Leasing company's nan	ne and address:		
	Account number:		Account number:			
	Lienholder's phone numb	ber: ()	Leasing company's pho	one number: ()	
	VEHICLE PROBLEM(S) (Attach legible copies of applicable repai	r orders or other documents	that support your comp	plaint)	
	Problem	List dealer(s) which have repaired or attempted repair (include city and state).	List the date, mileage and for each repair attempt	repair order number	Does the problem currently exist?	
	Example: A/C won't cool Properly	Autoworld, Inc. Anytown, VA	4/23/07 3,500 mi	les #B73540	Yes 🗋 No	
0	Door Caught Fire	Toyota Brainfeer MA	9 /20/2009	35880	Yes No	
3	Steernshaft	Toyota Wellosle - MA	3/20/2011	40281	Yes WNo	
4	Oil baking	Private Mechanics	4/11/2014	43,059	Yes 🖸 No	
	Wind Noise	Toyota Branke, MA	3/11/2009	18462	Yes No	
5	Window Work go upord	run	11 26 2011		Yes No	
	Has the vehicle been in	nvolved in an accident? Yes	No 🗋		to Paid	
	If YES, give date of acci	dent: 8 2007	Specify damaged area	a:	X-Y-Y	
	Resolution sought: K Z Demped + No damage	he back of A Ca to lither Vehille	bumper leplace	Return all copies of National Dispute Se	The second second second second second second	
		10	DATE 201	P.O. Box 688 Mount Clemens, MI	48046	

Hank Philippi Ryan Channel 7 News Bullfinch Place Boston, MA 02111

January 18, 2011

Brookline, MA

Dear Ms.

Thank you for your offer to help with the problems on my job but I am not going to proceed with media publication, I am in search of an attorney to help me. I have an issue that I would like help with. The information is provided below.

Enclosed is information on my 2007 Rav4 and its long-standing problems. When I first went to purchase the vehicle, the sales person Bob told me the vehicle I originally picked out was no longer available, one of the other sales persons remove the sold sign, so he showed me another one and said it had arrived a few weeks prior to mine and it was the same vehicle.

Since then I have had multiple problems and repairs on this vehicle.

In 2009 I took my vehicle to the original place of purchase because I could feel and hear wind blowing in the driver's side when I drive past 40 mph, it was checked out and the service department said there were no indications of an air leak.

In September 2010 I was in a store with my keys in my pocket and vehicle was tuned off and my son who was sitting in the car called me and said the driver's side door was on fire. I went outside and the fire had subsided but the smoke was still visible. I called the Boston Fire Department they arrived, checked out the vehicle and disconnected the battery and told me it was not safe to drive, I called AAA and had the vehicle towed my residence. The next morning I had the vehicle towed to the dealership where I purchased it and the serviceman treated me very badly and would not give me a replacement vehicle.

The serviceman said he could not have an answer on what happened to the vehicle for at least 3 days and I should contact my insurance company because they didn't know if it was mechanical or not (implying that I did something to my vehicle) I called my insurance company gave the report of what happened and they said an adjuster going to look at my vehicle. My friend went to talk to them for me and later that day, I received a call from the service department that the driver side door motor had burned out from a possible water intrusion and it would cost me over 600.00 to repair, I gave them the ok to fix the vehicle and picked up my vehicle the next day.

In November 2010, I took my vehicle back to the dealership because I was having a noticeable problem with the steering wheel and a rotten egg smell inside the car. The dealership (Watertown, MA) told me it was the steering shaft and it would cost over 800.00 to repair and the anti-freeze was over full. Since then I called the Toyota headquarters in California with my issues because I would like another vehicle, I was told my warranty had expired and I needed to file a grievance, the person I spoke at Toyota headquarters said they would send me a form and I never received it. I think I was sold a lemon and I would like another one and my money back that I spent on this vehicle.

In light of the above, I would really appreciate help with this matter.

Sincerely,



210 UNION STREET BRAINTREE. MA 02184 (781) 848-9300 Sale		298063 To	Tufankjian Family oyota / Scion of Braintree 210 Union Street Braintree, Ma. 02184 (781) 848-9300 ww.toyotaofbraintree.com w	A Dealerships Suzuki of Weymouth 710-720 Bridge Street Weymouth, Ma. 02191 (781) 337-2000 ww.suzukiofweymouth.com
Merchant Term ID: 11/26/11 16:40:38 Batch#: 000049 Inv #: 000014	A N'I : N/ A LL : XKE/MODEL	PAGE 2 TO SERVICE ADVISOR: VIN	STA AGOST	INO
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(SIGNED) DEALER, GENERAL MANAGI	ER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	338.30

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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE	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	DESCRIPTION	TOTALS
STOWN, SCAVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO		LABOR AMOUNT	0.00
OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED		PARTS AMOUNT	0.00
CINDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY		GAS, OIL, LUBE	0.00
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF DAVID		SUBLET AMOUNT	0.00
VUILIVATION AT THE SERVICING DEALER FOR INCRECTION BY		MISC. CHARGES	0.00
MANUFACTURER'S REPRESENTATIVE.		TOTAL CHARGES	0.00
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(DATE) (DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: 49071	*INVOTCE*	Tufankjian Family Toyota / Scion of Braintree 210 Union Street Braintree, Ma. 02184 (781) 848-9300 www.toyotaofbraintree.com	Dealerships Suzuki of Weymouth 710-720 Bridge Street Weymouth, Ma. 02191 (781) 337-2000 ww.suzukiofweymouth.com				
BROOKLINE VILLAGE MA HOME CONT:N/A BUS: CELL: COLOR YEAR MAKE/MODEL	PAGE 1 SERVICE ADVISOR: VIN	485 BRIAN LINN LICENSE MILEAG					
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****** YOUR SAFTEY IS IMPORTANT TO US ***** TOYOTA ADVISES YOU MUST REMOVE ANY UNSECURED , MULTI STACKED, OR INCOMPATIBLE DRIVERS SIDE FLOOR MATS FROM YOUR VEHICLE IMMEDIATELY. ************************************							
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 LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX	TOTALS 150.00 429.19 0.00 0.00 0.00 579.19 0.00 26.82				

SALES TAX

PLEASE PAY THIS AMOUNT 26.82

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210 UNION STREET BRAINTREE, MA 02184 (781) 848-9300

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APPROVED

Customer Copy THANK YOU.

ΤΟΥΟΤΑ

Toyota Motor Sales, U.S.A., Inc. Boston Regional Office 440 Forbes Boulevard Mansfield, MA 02048 508 339-5701 508 339-2571 Fax

March 15, 2011

Brookline Village, MA VIN: JTMBD33V275

Re:

Vehicle's Year and Model: 2007 RAV4

Dear

Thank you for providing us with the opportunity to inspect your vehicle on 3/8/2011 at TUFANKJIAN TOYOTA OF BRAINTREE. Specifically you reported the following concerns to us:

- 1. Steering Steering Noise
- 2. Starting/Charging Battery Discharged
- 3. Body Wind Noise

We understand you met with our Field Technical Specialist (FTS), and after investigating your concerns he advised the following actions were taken respectively:

- 1. FTS found the noise originated from the steering column. He recommended that T-SB 0318-08 be performed, which we will do at no cost to you.
- 2. FTS used the Toyota GR8 Battery Tester to evaluate the battery in this vehicle. Battery test results, "Replace Battery, Rated Cold Cranking Amps: 582, Measured CCA: 285, Measured Volts: 13.04, State of Charge: 100%, State of Health: Low". He recommended you have the battery replaced as part of your normal maintenance.
- 3. FTS test drove this vehicle at highway speeds on MA Route 3 North and South without incident. He identified two issues during this inspection which could contribute to wind noise. The front roof rack cross bar was not positioned correctly. The audio antenna mast was missing from its mount. He properly adjusted the roof rack front cross bar to minimize its potential to generate wind noise. He recommended you have the audio antenna mast replaced as part of your normal maintenance.

We understand that Eric Graf of Wellesley Toyota has been in contact with you to schedule an appointment to have the appropriate repairs and maintenance performed. Please coordinate with him to have this completed by April 1, 2011 so that we may finish addressing your concerns.

Very Truly Yours,

Toyota Customer Satisfaction

EXPLANATION OF BENEFIT: 0022818287 5-13 110 an 15 1 The Commerce Insurance Company[®] 5-13 11 Gore Road, Webster, MA 01570 (508) 949-1500 110 Insured: If you have any questions concerning this payment or claim WILLIAM BRADLEY contact: Claimant: At: (508) 949-1500 Ext. 15473 or toll free 1-800-221-1605 Loss No: Claim No: Date: 10/01/10 Loss Date: 09/20/10 ******347.68 Amount Paid: NON-NEGOTIABLE Paid To: Explanation Of Payment: COMPREHENSIVE DEDUCTIBLE APPLIED, LABOR RATE INCREA Co. Use Area Sincerely, MAIL **Claims Service Center** H16 Detach And Retain For Your Records H16 5-13 The Commerce Insurance Company ** Date Issued: 10/0 Void If Not Presented Within 180 Days Of Date Of Issue 10/01/10 110 11 Gore Road, Webster, MA 01570 (508) 949-1500 Insured; Policy # Loss # Claim # Date of Loss Pay Type Reinsp Ded Y69380 09/20/10 FIN 4 N/A Claimant; In COMPREHENSIVE Payment DEDUCTIBLE APPLIED, LABOR RATE INCREA Of: Pay To The BRENDA M DIGGS Three Hundred Forty Seven and 68/100 Dollars The Sum Of: PAY ******347.68 The Commerce Insurance Company ******* Robert S. McKen Bank of America BROOKLINE MA ++-BOSTON, MA Treasurer Agent: WALTER F. DELANEY INS. AGENCY INC. 8A8 MP

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	SERVICING DEALER,		TIEV TUAT THE	STATE	MENT OF DISCLAIME	B DESC	RIPTION	TOT	ALS
INFORMATION C	CONTAINED HEREON IS A	ACCURATE UNI	ESS OTHERWISE	The fact	tory warranty constitutes	all LABOR AM		150	
OWNER. THERE	WAS NO INDICATION F	ROM THE APPE	ARANCE OF THE	the sale	warranties with respect a of this item\items. The area of this item and the second sec	PARTS AM		429	
	HERWISE, THAT ANY AIM HAD BEEN CONNE			warranti	ereby expressly disclaims ies either express	or GAS, UIL, L		and the second se	.00
ACCIDENT, NEC	GLIGENCE OR MISUSE.	RECORDS SU	JPPORTING THIS	warrant	including any impli- y of merchantability	or SUBLET AN		the set of	.00
NOTIFICATION	AILABLE FOR (1) YEAR AT THE SERVICING I	FROM THE DA	INSPECTION BY	Seller	for a particular purpos neither assumes n	or WIGC. CHA		the second s	.00
	R'S REPRESENTATIVE.	en marchite di Cade.		authoriz	es any other person for it any liability	in		579	and the second se
				connecti item/iter	ion with the sale of th ms.			and the second se	.00
			ERSON (DATE)	CUSTO	MER SIGNATURE	SALES TAX		26	. 82
(SIGNED) DE/	ALER, GENERAL MANAGER O	N AUTHURIZED PI	LINGUN (DATE)	0510	MICH SIGNATURE	PLEASE PA		606	.01

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CUSTOMER COPY

CUSTOMER #: 49071	*TNVOTCE*	Tufankjian Toyota / Scion of Brain 210 Union Street Braintree, Ma. 0218 (781) 848-9300 www.toyotaofbraintree	4	Dealers Suzuki of Wey 710-720 Bridge Weymouth, Ma (781) 337-2 w.suzukiofwey	mouth Street 02191
BROOKLINE VILLAGE, MA HOME: BUS: COLOR YEAR MAKE/MODEL	PAGE 1 T SERVICE ADVISOR: VIN	OYOTA 349 JARED LICENSE	ROBBIN MILEAGE 4	S	SUZUKI TAG
NAUTICAL-E 07 TOYOTA RAV4 J DEL. DATE PROD. DATE WARR. EXP. PROMISED	TMBD33V275 PO NO.	RATE P/	18462/ YMENT	18462] INV. DA	<u>1604</u>
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A LUBE OIL AND FILTER		LIST	NET	TOTA	L
LOF1 COMPLETED LUBE OIL FILTER CH 426 CP 1 OIL OIL 1 90915-YZZF1 FILTER S/A, OIL	ECK ALL FLUIDS	9.79 5.41 TOTAL LINE	13.37 9.79 5.41 A:	13.3 9.7 5.4 28.5	9 1
	HER: 0.00	TOTAL LINE	28.50 B:	28.5 28.5	
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		•. •.			
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE	STATEMENT OF DISCLAIMER	DESCRIPTION		TOTALS	
INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO	The factory warranty constitutes all of the warranties with respect to	LABOR AMOUNT		41.87	and the second second
OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED	the sale of this item\items. The Seller hereby expressly disclaims all	GAS, OIL, LUBE		15.20	the second s
UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS	warranties either express or implied, including any implied	SUBLET AMOUNT		0.00	the second s
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT	warranty of merchantability or fitness for a particular purpose.	MISC. CHARGES		0.00	A REAL PROPERTY AND ADDRESS OF TAXABLE PARTY.
NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	Seller neither assumes nor authorizes any other person to assume for it any liability in	TOTAL CHARGES		58.00	and the second se
 A second s	connection with the sale of this	LESS INSURANCE		0.00	Contraction of the local data of the local data
	ltem/items.	SALES TAX		0.81	the state of the s
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT		1	e ann.

PE12-002 TOYOTA 4/5/2012 Attachment Response 4 Arbitration 5009259

Foster Fundi	NCDS CASE CLOSURE	Southeast Toyota
2007 CAMRY		Georgia
 What was the final outcome of this ca TMS Complied with Decision TMS Mediated Case Case Closed Due to Ineligibility Customer Rejected Decision Customer Withdrew Claim 	Ase? Customer Withdrew Claim-R/PD Settlement Arbitrator Denied Claim Other Claim resulted in Legal Case	
Date NCDS closed case:	09/08/2009	
Year/Model of replacement vehicle:		
VIN of Replacement Vehicle:		
Remove customer from future marke	ting mailings: • Yes O No	

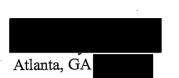
Attachment(s)

Region/PD: Southeast Toyot	a	Created by: Jill F	Rinehart on 09/09/2009 (Days Open:1)
Region Contact: Matthew Michalkiewicz	:		Status: Closed
Responsible Source:		Casa	TMS Note: Closed by : Jill Rinehart on 09/09/2009
Customer First Name:	Las	t Name:	State: GA
VIN: JTNBE46K573		stomer Connection Case	
Year of Vehicle: 2007	Model: CAMRY	Model Code:	2532
Vehicle Description: 4-DOOR LE SEDA			
Built Date: 11/05/2006	DOFU:05/26/2	007	Veh. Color: TITANIUM MET
Is Vehicle: O Leased O Purchase	d		
Mileage-Current:44,000			
Authorized Toyota dealer?: • Yes ()	No		
Dominant Servicing Dealer: WORLD TO	DYOTA		Dlr Code: 10106 dst: 8
Filed State Arbitration	ed NCDS/CDSP Arbitration	Voluntary	Lawyer
	: 5009259		
Condition Categories :		Conditions:	
1- Body Condition Description: Windo		Vindow	
2- Brakes	ow sticks	arake Fluid Leak	
3- Brakes		Brake Noise	
4- Engine		ingine	
Condition Description: Engin			
Meets State LL or Federal Wty Law?	Yes 🛛 No		
What Resolution is the customer seeking			
Repurchase Reimbursemen			
Replacement Repair Type of Case: NCDS	Unknown		
	sed Due to		
Ineligibility			
Case Finalized:	,		
Case Notes for: Foster Fund	i		
Case closed in DR On-Line on 09 Jill Rinehart – 09/09/2009 04:28:2			
	-		
	Misc. At	tachments	



National Center for Dispute Settlement

September 8, 2009



43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 936-4303 (586) 741-0870 Fax: (586) 790-4774 JAG-JSS9

RE: CASE # 5009259

Dear

Your request for arbitration within the Toyota Dispute Settlement Program has been received. Your application for arbitration states that the situation, which gave rise to your complaint, included your engine caught on fire. The arbitration process has jurisdiction over service issues covered under Toyota's new vehicle limited warranties. Therefore, your claim is not eligible for the arbitration process.

Although we are unable to assist you with this matter, we appreciate the time you took to explore this situation with NCDS.

Sincerely,

Matthews x.11 Case Administrator

cc: Southeast Toyota Distributors, LLC

RECEIVED			
SEP 1 8 2009	Custome	r Claim Form	FOR NCDS USE CASE NUMBER
CUSTOMER &AME AN	ID ADDRESS		
PMr. First name		Last name	
□ Mrs. □ Ms. Street addr			
City ATLANTI	9 State G	<u>-</u>	Zip code
Day phone			
VEHICLE INFORMATIO	ON		
Name(s) that appears c			
	What percent of time is vehicle	used How ma	ny other vehicles are
	for business purposes?		r leased by the business?
	CAMRY		
Make: TOYOTA	Model: CTB	Year: 2007 C	urrent mileage: 44000
Vehicle Identification Nu	umber: IIIN BEE	46 6 5 7	3
Colling doctor and addr	COLONIAL HOTE	R SALES IN	
Selling dealer and addr		VASHINGTON HWY	. RT 116, SMITHFIELD, RI OZ
Dominant Servicing De	aler: 5800 PEACHTREE	INDUSTRIAL BLVD, AT	ILANTA, GA 30341
	sed, complete the following:		d, complete the following:
Purchase date:05/30/0	J Mileage at purchase: 🥏	Lease date:	Mileage at lease:
Purchased as (check):	∎rnew □ used □ demo □ fle	et Leased as (check):	□ new □ demo □ fleet
Are your loan payments		Are your lease payme	
Is the vehicle in your po	ossession? 💅 Yes 🗆 No	Is the vehicle in your	
· · · · · · · · · · · · · · · · · · ·	TOWAR FIDIACIAL SVS		
Lienholder's name & at	dress: P.O. BOX 371 339 Prose	Leasing company's n	
	adress: Por Box STI 339, Prose	Leasing company's n	
Account number			ame & addre
Account number Lienholder's phone nun	nber: (800) 874 - 8822	Account number:	ame & addre
Account number Lienholder's phone nun	nber: (800) 874 - 8822	Account number:	ame & addre
Account number Lienholder's phone nun VEHICLE PROBLEM(S Indicate problem.	nber: (800) 874 - 8822 S) List dealer(s) that have repaired or attempted repair (include city and state). Autoworld, Inc.	Account number: Leasing company's p List date, mileage and repair order number for	ame & addrec
Account number Lienholder's phone num VEHICLE PROBLEM(S Indicate problem. Example: A/C won't cool property	nber: (800) 874 - 8822 List dealer(s) that have repaired or attempted repair (include city and state).	Account number: Leasing company's p List date, mileage and repair order number for each repair attempt. 4/23/92 3,500 miles	ame & addre hone number: () Does the problem currently exist? (circle)
Account number Lienholder's phone num VEHICLE PROBLEM(S Indicate problem. Example: A/C won't cool property Sufficiency, Low FLUID	nber: (800) 874 - 8822 S) List dealer(s) that have repaired or attempted repair (include city and state). Autoworld, Inc.	Account number: Leasing company's p List date, mileage and repair order number for each repair attempt. 4/23/92 3,500 miles # # 12.{zcc/cc8 312-48	hone number: () Does the problem currently exist? (circle) #B73540 (ves) no P0723 (ves) no
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Account number Lienholder's phone num VEHICLE PROBLEM(S Indicate problem. Example: A/C won't cool property SUBSK, Low FLUID BREAK Minclow gets stuck	nber: (80) 874-8822 5) List dealer(s) that have repaired or attempted repair (include city and state). Autoworld, Inc. Anytown, VA WORLD TOXOTA, ATL, GA 11 Cotonial Toxa, Smithfield, R.I.	Account number: Leasing company's p List date, mileage and repair order number for each repair attempt. 4/23/92 3,500 miles # # 12/20/08 31248 4/23/92 3,500 miles # # 12/20/08 31248 4/23/92 3,500 miles # # 12/20/08 31248 4/23/92 3,500 miles # # 12/20/08 31248 4/23/92 4,500 miles 4/23/92 4,500 mil	ame & addre hone number: () Does the problem currently exist? (circle) #B7/3540
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Title Number: County: 002 Insurance Status: VALID INSURANCE COVERAGE Customer 1 No: 000055540094 Customer Classification: PASSENGER CAR/LIGHT TRUCKS Farm Vehicle? N ATLANTA GA Valuation Tag Number: BCQ2801 JTNBE46K573 ł ł District: 04 140487 STATE OF GEORGIA MOTOR VEHICLE REGISTRATION - 2007 TOYT CAMRY NEW GEN 4S \$7010 Mill Rate: GVW: A RECORDER TO A LODGE OF THE REAL AND A Customer 2 No: Fuel: Tag Fee: Color: Equip. No: Expires: 07/09/2009 SIL ନ ଜ 20.00

v

Signature:

Foster Fundi 2007 CAMRY	NCDS Case	e Information	Southeast Toyota Georgia
NCDS Case #:	5009259	Hearing Information	Georgia
Start Date:	09/08/2009	Date: Time	:
Date Customer Claim Form Received:	09/08/2009	Location: World Toyota Chamble	e
		Participate by: O By Mail O I	By Phone 🔿 In Persor
Date of NCDS Technical Inspection:		Toyota Rep:	
		Arb. List NCDS Arbitrator:	
Attach Customer Claim Form:		This case must have a hearing by	10/08/200
	PDF		
	A 4450		
Was case closed/resolved prior to arbit Was the case mediated? • No		Was case closed due to legal involvement	ent? \bigcirc Yes \bigcirc No
Was case closed/resolved prior to arbit	ration? • Yes No Phone	Was case closed due to legal involvem	ent? O Yes O No
Was case closed/resolved prior to arbit Was the case mediated? Yes-By f Yes-At H	ration? • Yes · No Phone learing n (RTC) and Post Der PDs, but is only "editable" t	cision Settlement Area	
Was case closed/resolved prior to arbit Was the case mediated? Yes-By F Yes-At H Request for Technical Correctio This section is viewable by Regions /	ration? • Yes · No Phone learing n (RTC) and Post Der PDs, but is only "editable" t	cision Settlement Area	
Was case closed/resolved prior to arbit Was the case mediated? No Yes-By F Yes-At H Yes-At H Request for Technical Correctio This section is viewable by Regions // REQUEST(S) FOR TECHN	ration? • Yes No Phone learing n (RTC) and Post Dee PDs, but is only "editable" to ICAL CORRECTION	cision Settlement Area	
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Was case closed/resolved prior to arbit Was the case mediated? No Yes-By F Yes-At H Request for Technical Correctio This section is viewable by Regions /f REQUEST(S) FOR TECHN Date RTC Submitted: Was Decision Revised? Yes D Did Customer: Accept Reject	ration? • Yes No Phone learing n (RTC) and Post Dee PDs, but is only "editable" to ICAL CORRECTION	cision Settlement Area	

PE12-002 TOYOTA 4/5/2012 Attachment Response 6 Extended Warranty for Vehicles2



Toyota Reference Guide

Vehicle Service Agreements



	Platinum — NEW Plans	Platinum — USED Plans	Gold — NEW Plans	Gold — USED Plans	Powertrain — NEW Plans	Powertrain — USED Plans
Qualifying Criteria	Vehicles are eligible for a "New Vehicle" VSA for 3 years or 36,000 miles, whichever comes first. Time is effective from date of first use. Mileage is effective at zero.	Vehicles qualify if within current plus 9 model years and less than 125,000 miles. Used vehicle plans must be purchased at the time of used vehicle sale ONLY.	Vehicles are eligible for a "New Vehicle" VSA for 3 years or 36,000 miles, whichever comes first. Time is effective from date of first use. Mileage is effective at zero.	Vehicles qualify if within current plus 9 model years and less than 125,000 miles. Used vehicle plans must be purchased at the time of used vehicle sale ONLY.	Vehicles are eligible for a "New Vehicle" VSA for 3 years or 36,000 miles, whichever comes first. Time is effective from date of first use. Mileage is effective at zero.	Vehicles qualify if within current plus 12 model years and less than 100,000 miles. Used vehicle plans must be purchased at the time of used vehicle sale ONLY.
Plans Offered See Rate Binder for details. VSA expires at expiration mileage or date, whichever comes first.	Years/ Miles 3 years/ 50,000, 80,000 miles 4 years/ 65,000, 100,000, 125,000 miles 5 years/ 60,000, 80,000, 100,000, 125,000 miles 6 years/ 75,000, 100,000, 125,000 miles 7 years/ 75,000, 100,000, 125,000 miles 8 years/ 75,000, 100,000, 125,000 miles	Plan Term - Mileage* Max. Mileage at Purchase 1 year - 12,000 30,000, 50,000, 70,000, 85,000, 100,000, 125,000 miles 2 years - 24,000 30,000, 50,000, 70,000, 85,000, 100,000 miles 3 years - 36,000 30,000, 50,000, 70,000, 85,000, 100,000 miles 4 years - 50,000 30,000, 50,000, 70,000, 85,000, 100,000 miles 5 years - 60,000 30,000, 50,000, 70,000, 85,000 miles	Years/ Miles 3 years/ 50,000, 80,000 miles 4 years/ 65,000, 100,000, 125,000 miles 5 years/ 60,000, 80,000, 100,000, 125,000 miles 6 years/ 75,000, 100,000, 125,000 miles 7 years/ 75,000, 100,000, 125,000 miles 8 years/ 75,000, 100,000, 125,000 miles	Plan Term - Mileage* Max. Mileage at Purchase 1 year - 12,000 30,000, 50,000, 70,000, 85,000, 100,000, 125,000 miles 2 years - 24,000 30,000, 50,000, 70,000, 85,000, 100,000 miles 3 years - 36,000 30,000, 50,000, 70,000, 85,000, 100,000 miles 4 years - 50,000 30,000, 50,000, 70,000, 85,000, 100,000 miles 5 years - 60,000 30,000, 50,000, 70,000, 85,000 miles	Years/ Miles 6 years/ 100,000 miles	Plan Term - Mileage* Max. Mileage at Purchase 1 year - 12,000 30,000, 50,000, 70,000, 85,000, 100,000 miles 2 years - 24,000 30,000, 50,000, 70,000, 85,000, 100,000 miles
Towing Benefits**	Unlimited towing reimbursement to the nearest dealership or authorized repair facility	Unlimited towing reimbursement to the nearest dealership or authorized repair facility	Up to \$50 per occurrence	Up to \$50 per occurrence	Up to \$50 per occurrence	Up to \$50 per occurrence
Substitute Transportation** Requires prior approval of Administrator.	Up to \$50 per day for a maximum of 5 days per occurrence	Up to \$50 per day for a maximum of 5 days per occurrence	Up to \$35 per day for a maximum of 5 days per occurrence	Up to \$35 per day for a maximum of 5 days per occurrence	Up to \$35 per day for a maximum of 5 days per occurrence	Up to \$35 per day for a maximum of 5 days per occurrence
Travel Protection Benefits: Lodging and Meals** Must be more than 150 miles from home. Requires prior approval of Administrator.	Up to \$100 per day for a maximum of 5 days over the life of the Agreement	Up to \$100 per day for a maximum of 5 days over the life of the Agreement	Up to \$50 per day for a maximum of 4 days over the life of the Agreement	None	Up to \$50 per day for a maximum of 4 days over the life of the Agreement	None
Deductible Options*** Depending on selected plan.	\$0 or \$50 per eligible repair visit	\$0 or \$50 per eligible repair visit	\$0 or \$50 per eligible repair visit	\$0 or \$50 per eligible repair visit	\$0 or \$50 per eligible repair visit	\$0 or \$50 per eligible repair visit
Transferability Between private parties only. Excludes Retail Outlets.	Transferable one time, from the original new car owner to the next owner, for a \$50 processing fee.	Transferable one time, from the original used car owner to the next owner, for a \$50 processing fee.	Transferable one time, from the original new car owner to the next owner, for a \$50 processing fee.	Transferable one time, from the original used car owner to the next owner, for a \$50 processing fee.	Transferable one time, from the original new car owner to the next owner, for a \$50 processing fee.	Transferable one time, from the original used car owner to the next owner, for a \$50 processing fee.
Cancellation Please refer to actual Vehicle Service Agreement contract for state-specific policy.	Within 30 days, full refund less a \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached).	Within 30 days, full refund less a \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached).	Within 30 days, full refund less a \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached).	Within 30 days, full refund less a \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached).	Within 30 days, full refund less a \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached).	Within 30 days, full refund less a \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached).

Coverage is subject to exclusions and limitations set forth in the Vehicle Service Agreement.

Coverage is subject to exclusions and limitations set forth in the Venicle Service Agreement.
 Note: The benefits and covered operations stated here are subject to change or may vary slightly based upon the purchase date of the Agreement.
 Coverage expires upon reaching your selected time or mileage of the coverage period, whichever occurs first.
 Available if vehicle is inoperable due to the mechanical failure of a covered component. Valid receipts will be required for reimbursement.
 Plans feature \$0 or \$50 deductible options. Deductible applies to each eligible repair visit.

Toyota Certified Used Vehicles

	Toyota Certified Use	ed Vehicle Warranty	Toyota Certified Vehicle Service Agreement			
	Limited Powertrain Warranty	Comprehensive Warranty	Platinum	Gold		
Qualifying Criteria	Vehicles that are of current plus 6 model years old and with less than 85,000 total vehicle miles and meet the requirements of Certification established by Toyota.	Vehicles that are of current plus 6 model years old and with less than 85,000 total vehicle miles and meet the requirements of Certification established by Toyota.	Vehicle must have a Toyota Certified Used Vehicle Limited Powertrain Warranty and be a Toyota Certified Used Vehicle to be eligible for the Toyota Certified Used Vehicle Service Agreement. Available at the time of Toyota Certified Used Vehicle purchase ONLY.	Vehicle must have a Toyota Certified Used Vehicle Limited Powertrain Warranty and be a Toyota Certified Used Vehicle to be eligible for the Toyota Certified Vehicle Service Agreement. Available at the time of Toyota Certified Used Vehicle purchase ONLY.		
Plans Offered* See Rates and Reference Guide for details.	Certified Used Vehicle Limited Powertrain Warranty provided by Toyota. Coverage effective until 7 years after vehicle's date of first use as a new vehicle or 100,000 total vehicle miles, whichever occurs first.	Certified Comprehensive Warranty provided by Toyota. Coverage effective for 12 months or 12,000 miles from date of purchase of the Certified Used Vehicle, whichever occurs first.	Plan Options: 7 years / 100,000 miles 7 years / 125,000 miles 8 years / 100,000 miles 8 years / 125,000 miles Coverage effective as of vehicle's date of first use as a new vehicle.*	Coverage effective until 7 years after vehicle's date of first use as a new vehicle or 100,000 total vehicle miles, whichever occurs first.		
Roadside Assistance Includes towing, flat tire, lockout, jump start and fuel delivery services (up to 3 gallons). Ask customers to call 1-800-297-0486 24 hours a day, 365 days a year within the US and Canada.	Roadside Assistance is provided for 1 year from the date of Certified Used Vehicle purchase, whichever comes first.	Provided under Certified Limited Powertrain Warranty.	Coverage is effective throughout the life of the Agreement.	Coverage is effective throughout the life of the Agreement.		
Towing Benefits	Beyond the Roadside Assistance period, towing to the nearest Toyota dealership is provided for covered repairs at \$50 per occurrence.** Coverage effective until 7 years after vehicle's date of first use as a new vehicle or 100,000 total vehicle miles, whichever occurs first.	Towing provided under Certified Limited Powertrain Warranty.	Towing to the nearest Toyota dealership.	Towing to the nearest Toyota dealership.		
Substitute Transportation** Requires prior approval of Administrator.	Up to \$35 per day for a maximum of 5 days per occurrence.	Up to \$50 per day for a maximum of 5 days per occurrence.	Up to \$50 per day for a maximum of 5 days per occurrence.	Up to \$35 per day for a maximum of 5 days per occurrence.		
Travel Protection Benefits: Lodging and Meals** Must be more than 150 miles from home. Requires prior approval of Administrator.	Up to \$50 per day for a maximum of 4 days over the life of the Agreement.	Up to \$100 per day for a maximum of 5 days over the life of the Agreement.	Up to \$100 per day for a maximum of 5 days over the life of the Agreement.	Up to \$50 per day for a maximum of 4 days over the life of the Agreement.		
Deductible Options*** Depending on selected plan.	\$50 per eligible repair visit. Deductible is waived under Platinum plan.	\$50 per eligible repair visit. Deductible is waived under Platinum plan.	\$0 per eligible repair visit.	\$50 per eligible repair visit.		
Transferability Between private parties only. Excludes Retail Outlets.	Toyota Certified Used Vehicle Limited Powertrain Warranty transfers with the vehicle until Warranty expiration. See the Toyota Certified Policies and Procedures Manual for specific details.	Non-transferable.	Transferable one time, from the original used car owner to the next owner, for a \$50 processing fee.	Transferable one time, from the original used car owner to the next owner, for a \$50 processing fee.		
Cancellation Please refer to actual Vehicle Service Agreement contract for state-specific policy.	Toyota Certified Used Vehicle Limited Powertrain Warranty can be cancelled (called an "Unwind") by the dealer only. The dealer must receive approval from Toyota. If cancellation is within 90 days and no claims have been paid, the dealer receives a full refund, less a \$25 processing fee. Please contact your Regional Toyota Certified Used Vehicle Manager for details.	Toyota Certified Used Vehicle Comprehensive Warranty can be cancelled (called an "Unwind") by the dealer only. The dealer must receive approval from Toyota. If cancellation is within 90 days and no claims have been paid, the dealer receives a full refund, less a \$25 processing fee. Please contact your Regional Toyota Certified Used Vehicle Manager for details.	Within 30 days, full refund less \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached). Please refer to actual Vehicle Service Agreement contract for state-specific policy.	Within 30 days, full refund less \$25 processing fee. Pro-rata refund beyond 30 days, or if benefits have been paid. (Joint payee if release of lien is not attached). Please refer to actual Vehicle Service Agreement contract for state-specific policy.		

Coverage is subject to exclusions and limitations set forth in the Vehicle Service Agreement. Note: The benefits and covered operations stated here are subject to change or may vary slightly based upon the purchase date of the Agreement. Coverage expires upon reaching your selected time or mileage of the coverage period, whichever occurs first. Available if vehicle is inoperable due to the mechanical failure of a covered component. Valid receipts required for reimbursement. Plans feature \$0 or \$50 deductible options. Deductible applies to each eligible repair visit.

COMPONENTS

The components listed on these pages are examples of those covered under the TFS VSA Plans, the Toyota Certified Used Vehicle (TCUV) Comprehensive Warranty and TCUV Limited Powertrain Warranty.

Description	Platinum/ Certified Platinum/TCUV Comprehensive Warranty	Gold/ Certified Gold	Powertrain/ TCUV Ltd. Powertrain Warranty
Description	warranty	Gold	warranty
AIR CONDITIONING / HEATING			
Air Conditioning Lines and Tubes	•	•	
Air Conditioning Pressure Switches	•	•	
Air Temperature Control Programm	er •	•	
Blower Motor	•	•	
Blower Motor Resistor	•	•	
Compressor	•	•	
Compressor Clutch Assembly	•	•	
Compressor Pulley	•	•	
Condenser	•	•	
Condenser Fan and Motor	•	•	
Cooler Control Switch	•		
Cooler Unit	•		
Damper Servo	•		
Defroster Control Cable	•		
Evaporator	•	•	
Evaporator Temperature Sensor	•	•	
Expansion Valve	•	•	
Heater Control Head	•		
Heater Control Valve	•	•	
Heater Core	•	•	
Idler Pulley	•	•	
Pressure Regulator Assembly	•	•	
Receiver/Dryer	•	•	
Schrader Valve	•	•	
Seals and Gaskets	•	•	

AUTOMATIC TRANSMISSION*

Transfer Case Components (ALL internally lubricated components) and:

Hoses, Lines and Tubes	•	•	•
Seals and Gaskets	•	•	•
Shift Lever Knob	•		
Shift Linkage and Cables	•	•	•
Solenoids	•	•	•
Torque Converter	•	•	•
Transfer/Transmission Case	•	•	•
Transmission Mounts	•	•	•
Vacuum Modulator	•	•	•

AXLE ASSEMBLY*

(Front, Rear, Four-Wheel, and All-Wheel Drive):				
ALL internally lubricated components	and:			
4x4 Actuators	•	•	•	
Axles and Bearings	•	•	•	
Center Support Bearing	•	•	•	
Constant Velocity Joints and Boots	•	•	•	
Differential Carrier Assembly	•			
Drive Axle Housing	•	•	•	
Drive Shaft	•	•	•	
Hubs	•	•	•	
Locking Hubs	•	•	•	
Seals and Gaskets	•	•	•	
Thrust Washers	•	•	•	
Universal Joints	•	•	•	
Viscous Coupling	•	•	•	

Description	Platinum/ Certified Platinum/TCUV Comprehensive Warranty	Gold/ Certified Gold	Powertrain/ TCUV Ltd. Powertrain Warranty
BRAKES			
Anti-Lock Braking/Traction	•	•	
Control Actuator, Pump and Motor			
Brake Booster	•	•	
Brake Hoses, Lines and Tubes	•	•	
Brake Pedal Subassembly	•		
Disc Brake Calipers	•	•	
Load-Sensing Proportioning Valve	•	•	
Master Cylinder	•	•	
Parking Brake Cable	•	•	
Parking Brake Control Handle Assem	bly •		
Parking Brake Lever Subassembly	•		
Parking Brake Pedal Subassembly	•		
Proportioning Valve	•	•	
Rear Brake Backing Plate	•		
Seals and Gaskets	•	•	
Wheel Cylinders	•	•	

COMPUTERS AND ELECTRONICS

Airbag Sensors	•		
Antenna Cord	•		
Anti-Lock Braking/Traction Control	•	•	
Computer and Sensors			
Automatic Shoulder Belt Computer	•	•	
Body Control Module	•	•	
Circuit Opening Relay	•		
Compact Disc (CD) Player	•		
Cruise Control Computer	•	•	
Driver's Side and Passenger's	•		
Side Airbags			
Electronic Ignition Unit	•	•	
Electronically Controlled Transmission/	•	•	
Transfer Case Computer and Sensors			
Electronically Modulated	•	•	
Suspension Computer			
Engine Control Computer**	•	•	•
Front Seat Airbag Assembly	•		
Graphic Equalizer	•		
Knock Sensor	•	•	
Navigation System	•		
Power Mirror Electronic Control Unit	•	•	
Power Seat Computer	•	•	
Progressive Power Steering Computer	•	•	
Radio Tuner	•		
Side Impact Airbag	•		
Steering Sensor	•		
Stereo Component Amplifier	•		
Sunroof Control Computer and Relay	•	•	
Tape Player	•		
Tilt/Telescoping Steering Computer	•	•	
Traction Control Computer	•		
Trip Computer	•	•	
Variable Induction System	•		
Vehicle Security Computers and Sensor	•	•	
Wiper Module	•	•	
			-

Exact determination of coverage will be made by the Administrator. For questions, please call toll free: 1-800-228-8559.

* For Toyota Certified Used Vehicles, Axle Assembly, Automatic Transmission, Manual Transmission and Engine Components are covered under the Toyota Certified Used Vehicle Limited Powertrain Warranty.

** Fuel Pump and Engine Control Computer for hybrid vehicles are covered under the Toyota Certified Used Vehicle Limited Powertrain Warranty, not the Certified VSAs.

	Platinum/ Certified Platinum/TCUV Comprehensive	Gold/ Certified	Powertrain/ TCUV Ltd. Powertrain
Description	Warranty	Gold	Warranty
COOLING SYSTEM			
Coolant Level Sensor/Tank	•		
Cooling Fan Relay	•	•	
Cooling Fan Sensor	•	•	
Engine Coolant Temperature Switch	•		
or Sensor (at radiator)			
Engine Cooling Fan Motor	•	•	
Engine Fan	•	•	
Engine Fan Clutch	•	•	
Engine Fan Motor	•	•	
Engine Fan Shroud	•	•	
Equipment Drive Pulley	•		
Fan Bracket Subassembly	•	•	
Radiator	•	•	
Radiator Fan Relay	•		
Seals and Gaskets	•	•	
Thermostat	•		
ELECTRICAL			
Alternator	•	•	
Automatic-Off Headlamp Sensor,	•	•	
Timer and Switches			
Automatic Shoulder Belt Motor	•	•	
and Switches			
Automatic Temperature Control Uni	t •	•	
Back-up Light Switch	•		
Battery to Ground Cable	•		
Battery to Starter Cable	•		
Blower Motor	•	•	
Blower Motor Resistor	•	•	
Charge Warning Relay	•		
Clutch Starter Interlock Switch	•	•	
Convertible Top Motor	•	•	
Cruise Control Actuator/Servo	•	•	
Cruise Control Sensors and Switche	s •	•	
Cruise Control Vacuum Motor	•	•	
Defogger Relay	•	•	
Distributor	•	•	
Door Control Relay	•		
Engine Coolant Temperature	•		
Gauge and Sending Unit			
Engine Coolant Temperature Receiv	er •		
Gauge and Sending Unit			
Engine Cooling Fan Motor	•	•	
Engine Tachometer	•		
Fuel Gauge and Sending Unit	•		
Fuel Receiver Gauge and Sending U	nit •		
Guide Rail Limit Switch	•		
Headlamp Washer	•	•	
Headlight Control Relay	•		

	Platinum/ Certified Platinum/TCUV Comprehensive	Gold/ Certified	Powertrain/ TCUV Ltd. Powertrain
Description	Warranty	Gold	Warranty
ELECTRICAL (continued)			
Integration Relay	•		
Lamp Failure Indicator Sensor	•	•	
License Plate Light Assembly	•		
Lock Cylinder Set	•		
Main Relay	•		
Manually Operated Switches	•	•	
Oil Pressure Receiver Gauge and	•		
Sending Unit			
Power Antenna Motor and Cable	•	•	
Power Door Lock Actuator	•	•	
Power Mirror Defogger	•	•	
Power Mirror Motor	•	•	
Power Seat Motors	•	•	
Power Sliding Door Motor	•	•	
Power Window Motor/Regulator	•	•	
Rear Shock Absorber	•		
Control Actuator			
Retractable Headlamp Motor	•	•	
Shoulder Belt Drive Motor	•		
Smart Entry and Start System Switc	h. •	•	
Sensor and Electronic Control Unit	,		
Spark Plug Resistive Cord	•		
Speedometer	•		
	•	•	
Starter Solenoid	•	•	
Stop Light Switch	•	•	
Sunroof Cables	•		
Sunroof Motor	•	•	
Taillight Control Relay	•		
Turn Signal Flasher	•		
Unlock Warning Buzzer	•		
Windshield Washer Pump	•	•	
Windshield Wiper Link Assembly	•		
Wiper Control Relay	•		
Wiper Motor	•		
Wiring Harnesses	•		
ENGINE			
ALL internally lubricated componer	nts and:		
Air Control Valve (ACV)	•		
Air Pump	•		
Balance Shaft	•	•	
Belt Tensioner	•	-	
Camshaft	•	•	
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Exact determination of coverage will be made by the Administrator. For questions, please call toll free: 1-800-228-8559.

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Horn

Ignition Coil

Horn (for theft deterrent)

Ignition Switch Lock Cylinder and Key Set •

* For Toyota Certified Used Vehicles, Axle Assembly, Automatic Transmission, Manual Transmission and Engine Components are covered under the Toyota Certified Used Vehicle Limited Powertrain Warranty.

Crankcase Ventilation Valve

Crankshaft

Crankshaft Pulley

Cylinder Heads

Engine Mounts

Engine Block

COMPONENTS

The components listed on these pages are examples of those covered under the TFS VSA Plans, the Toyota Certified Used Vehicle (TCUV) Comprehensive Warranty and TCUV Limited Powertrain Warranty.

Description	Platinum/ Certified Platinum/TCUV Comprehensive Warranty	Gold/ Certified Gold	Powertrain/ TCUV Ltd. Powertrain Warranty
ENGINE (Continued)			
Engine Oil Reservoir	•	•	•
Engine Oil Reservoir Pump	•	•	•
Equipment Drive Shaft	•	•	•
Exhaust Gas Recirculation Valve	•		
Exhaust Manifolds	•	•	•
Exhaust Manifold Heat Insulator	•		
Exhaust Pipe Gasket	•		
Flexplate	•	•	•
Flywheel	•	•	•
Idler Pulley	•	•	•
Intake Air Control Valve (IACV)	•		
Intake Manifold	•	•	•
Mixture Control Valve	•		
Oil Cooler	•		
Oil Filter Bracket Subassembly	•		
Oil Pan	•	•	•
Oil Pressure Switch	•	•	•
Oil Pump	•	•	•
Oil Sending Unit	•	•	•
Pair Valve (Reed Valve)	•		
Piston	•		•
Seals and Gaskets	•		•
Supercharger	•		•
Supercharger Bypass Valve	•		
Supercharger Intercooler	•	•	•
Supercharger Relay	•		
Tensioners	•	•	•
Thermal Vacuum Valve	•		
Thermostatic Valve	•		
Three-way Catalyst Converter	•		
Timing Belt	•	•	•
Timing Belt Idler		•	
Timing Delt Idler	•	•	•
Timing Cover	•	•	•
Timing Cover Timing Gears	•	•	•
Turbo Intercooler			
	•	•	•
Turbo Wastegate	•	•	•
Turbocharger	•	•	•
Vacuum Switch	•		
Vacuum Switching Valve	•		
Vacuum Transmitting Valve	•		
Valve Covers	•	•	•
Water Pump	•	•	•

Description	Platinum/ Certified Platinum/TCUV Comprehensive Warranty	Gold/ Certified Gold	Powertrain/ TCUV Ltd. Powertrain Warranty
FUEL SYSTEM			
Air Flow Meter		•	
Carburetor	•	•	
Charcoal Canister	•		
Diesel Fuel Injection Pump	•	•	
Electric Fuel Pump	•	•	
Electronic Fuel Injection System	•	•	
Fuel Filler Opening Lid Hinge Spring	•		
Fuel Injectors	•	•	
Fuel Pressure Regulator	•	•	
Fuel Pump**	•	•	
Fuel Sending Unit	•	•	
Fuel Sensors	•	•	
Fuel Tank	•	•	

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HYBRID

Throttle Body

TH BRID			
Actuator Assembly Shift Control	•	•	
Battery Computer Assembly	•	•	
Battery Current Sensor	•	•	
Circuit Breaker Sensor	•	•	
Combination Meter Assembly	•	•	
Combination Meter Computer	•	•	
Engine Control Computer	•	•	
Hybrid Vehicle Battery Blower Assembly	•	•	
Hybrid Vehicle Battery	•	•	
Blower Motor Control			
Hybrid Vehicle Battery Thermistor	•	•	
Hybrid Vehicle Control Computer	•	•	
Hybrid Vehicle Generator Assembly	•	•	•
Hybrid Vehicle Motor Assembly	•	•	•
Hybrid Vehicle Transaxle Assembly	•	•	•
Inverter Assembly With Converter	•	•	
Main Switch Assembly	•	•	
Power Source Control	•	•	
Computer Assembly	•		
Power Steering Electronic Control	•	•	
Unit Assembly			
Power Steering Gear Assembly	•	•	
Shift Lever Position Sensor	•	•	
Skid Control Computer Assembly	•	•	
Steering Column Assembly	•	•	
Transmission Control Module	•	•	
Transmission Input Damper Assembly	•	•	•

Exact determination of coverage will be made by the Administrator. For questions, please call toll free: 1-800-228-8559.

For Toyota Certified Used Vehicles, Axle Assembly, Automatic Transmission, Manual Transmission and Engine Components are covered under the Toyota Certified Used Vehicle Limited Powertrain Warranty.

** Fuel Pump and Engine Control Computer for hybrid vehicles are covered under the Toyota Certified Used Vehicle Limited Powertrain Warranty, not the Certified VSAs.



Description	Platinum/ Certified Platinum/TCUV Comprehensive Warranty	Gold/ Certified Gold	Powertrain/ TCUV Ltd. Powertrain Warranty
MANUAL TRANSMISSION			
Transfer Case Components (ALL inte	ernally lubric	ated	
components) and:			
Clutch Master Cylinder	•	•	•
Clutch Pedal Subassembly	•		
Clutch Release Cylinder	•	•	•
Control Position Indicator Subassem	ıbly •		
Gears and Shafts	•	•	•
Hoses, Lines and Tubes	•	•	•
Master Cylinder Reservoir	•		
Radial Ball Bearing (for Clutch Relea	se) •		
and/or Clutch Fork			
Seals and Gaskets	•	•	•
Shift Lever Boot and/or Retainer	•		
Shift Lever Knob	•		
Shift Lever Subassembly	•		
Shift Linkage and Cables	•	•	•
Transfer/Transmission Case	•	•	•
Transmission Mounts	•	•	•

STEERING

Gear Box internal components and:			
Bushings/Bearings	•	•	
Center Link	•	•	
Horn Contact Ring	•		
Hoses, Lines, and Tubes	•	•	
Idler Arm	•	•	
Knuckle Stopper Cover	•		
Pitman Arm	•	•	
Power Steering Pump	•	•	
Power Steering Pump Pulley	•		
Rack and Pinion	•	•	
Seals and Gaskets	•	•	
Steering Column	•	•	
Steering Column Coupling	•	•	
Steering Column Shaft	•	•	
Steering Dampener	•	•	
Steering Gear Box and Pump Housings	•	•	
Tie Rod End	•	•	

SUSPENSION

(Front and Rear):			
Bushings/Bearings	•	•	
Control Arm Shafts	•	•	
Electronic Suspension Actuator/Motor	•	•	
and Compressor			
Front and Rear Coil Springs	•		
Front and Rear Stabilizer Bar	•		
Front Leading Arm	•		
Front Spring Assembly	•		
Front Spring Shackle	•		
Radius Arm	•	•	
Spindle	•	•	
Spindle Support	•	•	
Steering Knuckle	•	•	

Description	Platinum/ Certified Platinum/TCUV Comprehensive Warranty	Gold/ Certified Gold	Powertrain/ TCUV Ltd. Powertrain Warranty
SUSPENSION (Continued)			
Strut Rod	•		
Sway Bar Link	•	•	
Torsion Bar Spring	•		
Upper and Lower Ball Joints	•	•	
Upper and Lower Control Arms	•	•	
Upper Arm Shaft	•		
ADDITIONAL COMPONENTS			
Accelerator Pedal and/or	•		
Bracket Subassembly			
Accelerator Pedal Rod Assembly	•		
Back Door Lock Assembly	•		
Convertible Roof Hook	•		
Door Lock Cylinder	•		
Front and Rear Door Lock Assembly	•		
Front Seat Belt	•		
Glove Compartment Door Lock Cyli	nder •		
Glove Compartment Door	•		
Latch Subassembly			
Hood Lock Assembly	•		
Hood Lock Control Cable Assembly	•		
Hood Support Assembly	•		
Rear Seat Belt	•		
Reclining Seat Back Adjuster	•		
Removable Roof Lock Handle	•		
Seat Track Assembly	•		
Shoulder Belt Guide Rail Assembly	•		
Sliding Roof Drive Cable	•		
Sliding Roof Guide Rail	•		
Tail Gate Lock Assembly	•		
Tilt Roof Lock Handle Assembly	•		



Exact determination of coverage will be made by the Administrator. For questions, please call toll free: 1-800-228-8559.

- For Toyota Certified Used Vehicles, Axle Assembly, Automatic Transmission, Manual Transmission and Engine Components are covered under the Toyota Certified Used Vehicle Limited Powertrain Warranty.
- ** Fuel Pump and Engine Control Computer for hybrid vehicles are covered under the Toyota Certified Used Vehicle Limited Powertrain Warranty, not the Certified VSAs.

Toyota Extra Care VSA Service Coverage

Claim Information 1-800-228-8559

Prior approval is required for all Toyota Financial Services (TFS) Vehicle Service Agreements and Toyota Certified Used Vehicle Limited Powertrain Warranty claims.

Follow the steps outlined below for prior claim authorization:

1. Check Vehicle

Diagnose the vehicle's malfunction.

2. Verify Coverage

Call Toyota Financial Services for Claim Authorization and Agreement verification at:

Toyota Financial Services	1-800-228-8559
Monday – Friday	7am - 7pm Central Time
Saturday	8am - 1pm Central Time

- a. Verify the VIN on the VSA or Certified Warranty matches the vehicle's VIN.
- b. Verify that the owner of the vehicle is also the owner of the VSA or Certified Warranty, as coverage will only apply to the owner.
- c. Verify with TFS that the Agreement is active.
- d. Verify with TFS that the odometer reads less than the Agreement expiration mileage.
- e. Verify coverage for the component requiring replacement or repair.
- f. Obtain and record the authorization number given by the Claims Operations Specialist on the Repair Order.

3. Complete Repair

- a. After verification of coverage with TFS, repair the vehicle.
- b. Collect the deductible, if any, from the customer.
- c. Provide the customer a copy of the Repair Order.
- d. Provide a copy of the Repair Order to TFS, if required.

4. Repair Order

The dealership must retain the repair order in their files for a period of seven (7) years from the date of the repairs.

Note: TFS may request an inspection of the vehicle by an independent third party prior to the claim authorization. A claims representative will advise the dealership of the results of the inspection and authorize the repair, if applicable.



Platinum, Certified Platinum VSA, TCUV Comprehensive Warranty and TCUV Limited Powertrain Warranty Plan Coverage

All manufacturer-original equipment parts installed by the manufacturer or a Toyota Dealer are covered for mechanical failures, unless otherwise excluded.

The items below are NOT covered:

Accessory Drive Belts Batteries **Body Panels** Brake Linings, Pads and Shoes, Rotors and Drums **Bumpers** Carpet Chrome **Clutch Friction Disc and Pressure Plate** Dash Cover and Pad Door Trim, Handles, and Fabric Filters Fluids Glass (including Windshields) Headliner Heating Hoses, Lines, and Tubes Hinaes Hoses Hybrid Vehicle Battery Pack* Hybrid Vehicle Battery Plug Assembly* Hybrid Vehicle Relay Assembly* Hybrid Vehicle Supply Battery Assembly* Interior and Exterior Trim and Moldings (including but not limited to Ash Trays, Covers, Cup Holders, and Vents) Lamps (Back-up, Fog Light, Side Marker, and Turn Signal Light Assemblies) Light Bulbs Nuts, Bolts, Clips, Retainers, and Fasteners Paint **Rust and Corrosion Damage** Seat Covers Sheet Metals Shiny Metals Spark Plugs Structural Framework and Welds Tiros Vacuum Hoses, Lines, and Tubes Weather Stripping Wheels and Rims Windshield Wiper Blades (Rubber Component)

[CONFIDENTIAL BUSINESS INFORMATION]

Extended Warranty for Vehicles

		EXTENI	DED WARRANT	TY TYPE
MODEL	MODEL YEAR	GOLD	PLATINUM	POWERTRAIN
CAMRY	2007	12533	104248	256
CAMRY	2008	2778	34050	53
CAMRY	2009	5029	66041	66
CAMRY	2012	404	12857	2
CAMRY HYBRID	2007	629	22891	18
CAMRY HYBRID	2008	220	9850	4
CAMRY HYBRID	2009	270	12818	1
CAMRY HYBRID	2012	28	1435	
HIGHLANDER 2X	2008	643	8886	7
HIGHLANDER 2X	2009	162	3375	2
HIGHLANDER 2X	2010	132	3927	1
HIGHLANDER 2X	2011	90	2872	
HIGHLANDER 2X	2012	33	1578	1
HIGHLANDER 4X	2008	1168	25671	23
HIGHLANDER 4X	2009	268	8934	4
HIGHLANDER 4X	2010	264	11174	4
HIGHLANDER 4X	2011	242	10989	4
HIGHLANDER 4X	2012	113	5867	
HIGHLANDER HYBRID	2008	167	9142	9
HIGHLANDER HYBRID	2009	40	3374	
HIGHLANDER HYBRID	2010	30	2728	
HIGHLANDER HYBRID	2011	7	891	
HIGHLANDER HYBRID	2012	4	533	
PRIUS C	2012	42	4624	
RAV4	2006	3392	27207	62
RAV4	2007	3361	41144	71
RAV4	2008	2320	37821	49
RAV4	2009	1123	24616	12
RAV4	2010	1113	28931	22
RAV4	2011	899	28896	10
RAV4	2012	30	964	1
SOLARA	2004	2688	10288	49
SOLARA	2005	1079	6244	23
SOLARA	2006	1354	10944	25
SOLARA	2007	505	7182	10
SOLARA	2008	246	6397	4
YARIS	2007	4623	29118	49
YARIS	2008	2399	21566	25
YARIS	2009	1037	11700	11
YARIS	2010	821	9969	8
YARIS	2011	107	1841	1
YARIS	2012	30	749	
TACOMA 2X	2012	94	2334	
TACOMA 4X	2012	72	4517	

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Interior Electrical Component Precautions

Service Category	General			Touota Supports
Section	Maintenance	Market	USA	Toyota Supports

Applicability

YEAR(S)	MODEL(S)	ADDITIONAL INFORMATION	
1983 – 2012	4Runner, Avalon,		
	Camry, Camry HV,		
	Celica, Corolla,		
	Cressida, Echo, FJ		
	Cruiser, Highlander,		
	Highlander HV, Land		
	Cruiser, MR2, MR2		
	Spyder, Matrix, Paseo,		
	Pickup, Previa, Prius,		
	Prius C, Prius PHV,		
	Prius V, RAV4, RAV4		
	EV, Sequoia, Sienna,		
	Solara, Starlet, Supra,		
	T100, Tacoma, Tercel,		
	Truck, Tundra, Van,		
	Venza, Yaris		

Introduction

When servicing interior electrical switches and components, please note the precautions in this bulletin to avoid damaging electrical components and switches. Many lubricants, cleaners, and automotive chemicals contain silicone or other compounds that may contaminate electrical contacts, and therefore increase electrical resistance and decrease switch performance.

Warranty Information

OP CODE	DESCRIPTION	TIME	OFP	T1	T2
N/A	Not Applicable to Warranty		-	-	-

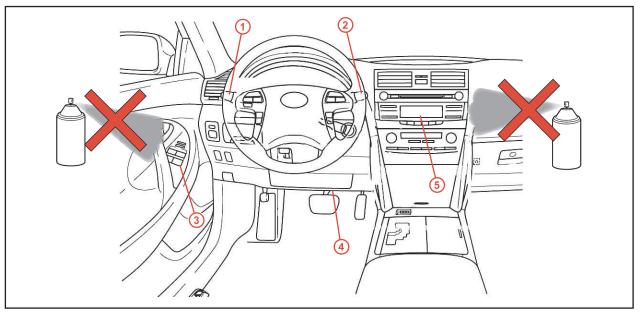
Interior Electrical Component Precautions

Precautions

The following precautions **must** be followed to avoid damage to interior electrical components.

- DO NOT spray chemicals, lubricants, preservatives, or cleaners directly onto, into, or in the • vicinity of electrical components (i.e., brake light, combination, cruise, door lock, or window switches).
- **DO NOT** attempt to clean a switch that has had liquid spilled on it (i.e., coffee, soda, juice, etc.) with cleaners or lubricants. The affected switch should be replaced.
- **DO NOT** lubricate a switch that does not operate smoothly or sticks. The lubricant may carbonize on the contacts and thus increase resistance. The affected switch should be replaced.
- **DO NOT** use sprays containing silicone on or near the brake light switch. This could contaminate the contacts in the switch and lead to a malfunction in the following systems:
 - Brake lights
 - Cruise control
 - Shift interlock
- Care must be taken to **NOT** allow moisture to get into the switches when using upholstery steam cleaning equipment.

Figure 1.



1	Headlight Dimmer Switch	
2	Wiper Switch	
3	Power Window Master Switch	

4	Stop Light Switch
5	Audio

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	a. Action title	b. Start date	c. End date	d. Brief summary of the subject and objective	e. Engineering group	f. Summary of findings	Title of Attachment
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								Attack	nment-Response 9	
Component	a. Incorporated date	b. Description of the modification	[CONFIDENTIAL BUSINESS INFORMATION]	c. Reason	d. P/N of the original	e. P/N of the modified	f. withdrawn		h. Interchangable	
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