

PE10-008

TOYOTA

05/07/2010

ATTACHMENT 04

LAWSUIT

## Case Activity Report

**Case # :** 0904103049      **Case Type :** GENERAL      **Owner's Group :** DR  
**Brand :** Toyota      **Case/Activity Last Updated :** 4/2/2009 04:02:22 PM  
**Case Title :** REFERRALS ; REFERRALS ; OTHER/NOT APPLICABLE ; NOT APPLICABLE

CUSTOMER INFORMATION		VEHICLE INFORMATION		CASE INFORMATION	
<b>NAME :</b>	EVANS, NATIVIDAD	<b>VIN :</b>	1NXBU40E19Z094259	<b>STATUS :</b>	Closed
<b>ADDR1 :</b>	1880 W CARSON ST # APTF-2	<b>MODEL YR. :</b>	2009	<b>SUB-STATUS :</b>	Completed
<b>ADDR2 :</b>		<b>MODEL :</b>	COROLLA	<b>SOURCE :</b>	CUSTOMER
<b>CITY, STATE, ZIP :</b>	TORRANCE CA 90501-2831	<b>GRADE :</b>	S	<b>INITIAL CHANNEL :</b>	Letter - Inbound
<b>UNTRY :</b>	USA	<b>MODEL NUMBER :</b>	1834	<b>OWNER :</b>	MARINV
<b>PRIM. PHONE :</b>	3104084736	<b>ENGINE :</b>	2ZR	<b>CREATED DATE :</b>	4/2/2009 03:54:03 PM
<b>ALT PHONE :</b>		<b>TRANSMISSION :</b>	4ECT	<b>CREATED BY :</b>	MARINV
<b>FAX NUMBER :</b>		<b>SELLING DEALER CODE &amp; NAME :</b>	04250 CARSON TOYOTA	<b>CREATOR'S GROUP :</b>	DR
<b>EMAIL ADDRESS :</b>	<a href="mailto:naty@natvevans.com">naty@natvevans.com</a>	<b>DOFU :</b>	09/07/2008	<b>CLOSED DATE :</b>	4/2/2009 04:02:22 PM
		<b>CURRENT MONTHS :</b>	6	<b>CLOSED BY :</b>	MARINV
		<b>CURRENT MILES :</b>		<b>CLOSER'S GROUP :</b>	DR
		<b>INCIDENT MILES :</b>			
		<b>CERTIFIED :</b>	No		

DEALER INFORMATION		CLOSING SUMMARY	
<b>PRIMARY DEALER CODE &amp; NAME :</b>	04250 CARSON TOYOTA	<b>CSAT :</b>	Unknown
<b>REGION CODE - NAME :</b>	11 - Los Angeles	<b>CLOSE APPROVED BY :</b>	
<b>DISTRICT :</b>	02	<b>CLOSE APPROVED :</b>	
<b>SECONDARY DEALER CODE &amp; NAME :</b>		<b># OF CLOSE EXTENSIONS :</b>	0
<b>REGION CODE - NAME :</b>	-		
<b>DISTRICT :</b>			

ACTIVITIES						
1-25PXF	4/2/2009 03:40:51 PM / Letter - Inbound	Done	MARINV / DR Admin	==LEMON LAW==CLRA==	Customer has notified TMS via mail that he wishes to pursue CLRA Lemon Law due to issues with vehicle	4/2/2009 03:54:03 PM

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1 CONSUMER LEGAL SERVICES, P.C.  
2 M. Nicholas Nita, Esq. (SBN 225194)  
3 Jessica D. Lew, Esq. (SBN 225459)  
4 1950 Sawtelle Boulevard, Suite 24  
Los Angeles, California 90025  
Telephone: (310) 477-1477  
Facsimile: (310) 477-0343

CLASSIFIED COPY  
OR RECORDED FILED  
Los Angeles Superior Court

5 Attorneys for Plaintiff,  
6 NATIVIDAD A. EVANS

SEP 24 2009

JUN 05 2009

GROUP RECEIVED

John A. ... Executive Officer/Clerk  
Deputy  
By *[Signature]*  
DOROTHY SWAIN

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

BC415293

10 NATIVIDAD A. EVANS, an )  
11 individual, )

CASE NO.:

12 Plaintiff, )

Assigned for all purposes to:  
The Honorable  
Dept.:

13 v. )  
14 )  
15 )  
16 )

COMPLAINT FOR DAMAGES:

17 TOYOTA MOTOR SALES, U.S.A., )  
18 INC., a California )  
19 Corporation; ALDON, INC., a )  
20 California Corporation d/b/a )  
21 CARSON TOYOTA; and DOES 1 )  
22 through 20, inclusive, )  
23 Defendants. )

- 1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
- 2. Breach of Express Warranty under the Song-Beverly Warranty Act.
- 3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
- 4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED.

1            PLAINTIFF NATIVIDAD A. EVANS, hereby alleges and complains as  
2 follows:

3            GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

4            1. Plaintiff is an individual residing in the City of  
5 Torrance, County of Los Angeles, in the State of California.

6            2. Defendant, TOYOTA MOTOR SALES, U.S.A., INC. (hereinafter  
7 referred to as "Manufacturer"), is a corporation doing business in  
8 the County of Los Angeles, State of California, and, at all times  
9 relevant herein, was/is engaged in the manufacture, sale,  
10 distribution, and/or importing of Toyota motor vehicles and  
11 related equipment.

12           3. Defendant, ALDON, INC. d/b/a CARSON TOYOTA,  
13 (hereinafter referred to as "Seller"), is a corporation doing  
14 business in the County of Los Angeles, State of California, and,  
15 at all times relevant herein, a Manufacturer-authorized agent  
16 engaged in the business of selling/leasing and servicing and  
17 repairing Manufacturer's vehicles.

18           4. The true names and capacities, whether individual,  
19 corporate, associate, or otherwise, of the Defendants, Does 1  
20 through 20, inclusive, are unknown to Plaintiff who therefore sues  
21 these Defendants by such fictitious names. Plaintiff will seek  
22 leave to amend this Complaint to set forth their true names and  
23 capacities when they have ascertained them. Further, Plaintiff is  
24 informed and believes, and thereon alleges, that each of the  
25 Defendants designated herein as a "Doe" is responsible in some  
26 manner for the events and happenings herein referred to and caused  
27 injury and damage to Plaintiff as herein alleged.

28           ///

1           5. Plaintiff is informed and believes, and thereon alleges,  
2 that at all times herein mentioned, Defendants, and each of them,  
3 were the agents, servants, and/or employees of each of their Co-  
4 Defendants. Plaintiff is informed and believes, and thereon  
5 alleges, that in doing the things hereinafter alleged Defendants,  
6 and each of them, were acting in the course and scope of their  
7 employment as such agents, servants, and/or employees, and with  
8 the permission, consent, knowledge, and/or ratification of their  
9 Co-Defendants, principals, and/or employers.

10           6. Before September 7, 2008, defendants Manufacturer and  
11 Does 1 through 20 inclusive, manufactured and/or distributed into  
12 the stream of commerce a **new 2009 Toyota Corolla VIN:**  
13 **1NXBU40E19Z094259** (hereinafter referred to as the "Vehicle") for  
14 its eventual sale/lease in the State of California.

15           7. On or about September 7, 2008, Plaintiff purchased, for  
16 personal, family, and/or household purposes, the subject Vehicle  
17 from the Seller for a total consideration over the term of the  
18 installment contract of \$42,444.75. Retail Installment Sale  
19 Contract is in the possession of Defendants.

20           8. The subject Vehicle was/is a "new motor vehicle" under  
21 the Song-Beverly Warranty Act.

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1           12. By way of example, and not by way of limitation, the  
2 defects, malfunctions, misadjustments, and/or nonconformities with  
3 Plaintiff's Vehicle include the following: Plaintiff has submitted  
4 the subject Vehicle for defects and malfunctions, specifically for  
5 driveability concerns related to reoccurring steering problems  
6 that have been unable to be fully repaired by the manufacturer/  
7 dealer, among other concerns.

8           13. Each time Plaintiff delivered the nonconforming Vehicle  
9 to a Manufacturer-authorized service and repair facility,  
10 Plaintiff notified Defendants, and each of them, of the defects,  
11 malfunctions, misadjustments, and/or nonconformities existent with  
12 the Vehicle and demanded that Manufacturers or its representatives  
13 repair, adjust, and/or replace any necessary parts to conform the  
14 Vehicle to the applicable warranties.

15           14. Each time Plaintiff delivered the nonconforming Vehicle  
16 to a Manufacturer-authorized service and repair facility,  
17 Defendants, and each of them, represented to Plaintiff that they  
18 could and would conform the Vehicle to the applicable warranties,  
19 that in fact they did conform the Vehicle to said warranties, and  
20 that all the defects, malfunctions, misadjustments, and/or  
21 nonconformities have been repaired; however, Manufacturer or their  
22 representatives failed to conform the Vehicle to the applicable  
23 warranties because said defects, malfunctions, misadjustments,  
24 and/or nonconformities continue to exist even after a reasonable  
25 number of attempts to repair was given.

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1 19. As evidenced by the defects, malfunctions,  
2 adjustments, and/or nonconformities alleged herein, the Vehicle  
3 was not merchantable because it did not have the quality that a  
4 buyer would reasonably expect, because it could not pass without  
5 objection in the trade under the contract description; because it  
6 was not fit for the ordinary purposes for which it was intended;  
7 because it was not adequately assembled; and/or because it did not  
8 or could not be conformed to the promises or affirmations of fact  
9 made to Plaintiff.

10 20. Upon discovery of the Vehicles's nonconformities,  
11 Plaintiff took reasonable steps to notify Defendants, and each of  
12 them, within a reasonable time that the Vehicle did not have the  
13 quality that a buyer would reasonably expect and, further,  
14 justifiably revoked acceptance of the nonconforming Vehicle.

15 21. On or about March 30, 2009, Plaintiff notified the  
16 Manufacturer and Seller of their breach and justifiably revoked  
17 acceptance of the nonconforming Vehicle under the Commercial Code  
18 sections 2607 and 2608. Plaintiff further demanded that the  
19 Manufacturer cancel the sale, take back the nonconforming Vehicle,  
20 refund all the money expended, pay the difference between the  
21 value of the Vehicle as accepted and the value the Vehicle would  
22 have had if it had been as warranted, and/or pay damages under the  
23 Commercial Code sections 2711, 2714, and 2715. Defendants, and  
24 each of them, have, however, refused to comply. Notification  
25 Letter is in the possession of Defendants.

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1           22. On or about March 30, 2009, Plaintiff also made a demand  
2 upon Manufacturer and Seller for replacement or restitution,  
3 pursuant to Song-Beverly. Defendants, and each of them, knew of  
4 their obligations under Song-Beverly; however, despite Plaintiff's  
5 demand, Defendants and each of them, have intentionally failed and  
6 refused to make restitution or replacement pursuant to Song-  
7 Beverly.

8           23. As a result of the acts and/or omissions of the  
9 Defendants, and each of them, Plaintiff has sustained damage in  
10 the amount actually paid or payable under the contract, plus  
11 prejudgement interest thereon at the legal rate. Plaintiff will  
12 seek leave to amend this Complaint to set forth the exact amount  
13 thereof when that amount is ascertained.

14           24. As a further result of the actions of Defendants, and  
15 each of them, Plaintiff has sustained incidental and consequential  
16 damages in an amount yet to be determined, plus interest thereon  
17 at the legal rate. Plaintiff will seek leave to amend this  
18 Complaint to set forth the exact amount of incidental damages when  
19 that amount is ascertained.

20           25. As a further result of the actions of Defendants, and  
21 each of them, Plaintiff has sustained damages equal to the  
22 difference between the value of the Vehicle as accepted and the  
23 value the Vehicle would have had if it had been as warranted.

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1 26. As a direct result of the acts and/or omissions of  
2 Defendants, and each of them, and in pursuing Plaintiff's claim,  
3 it was necessary for Plaintiff to retain legal counsel. Pursuant  
4 to Song-Beverly, Plaintiff, in addition to their other remedies,  
5 is entitled to the recovery of their attorneys' fees based upon  
6 actual time expended and reasonably incurred, in connection with  
7 the commencement and prosecution of this action.

8 SECOND CAUSE OF ACTION

9 (Breach of Express Warranty under Song-Beverly Warranty Act  
10 against all Defendants)

11 27. Plaintiff realleges each and every paragraph (1-26) and  
12 incorporates them by this reference as though fully set forth  
13 herein.

14 28. The Vehicle had defects, malfunctions, misadjustments,  
15 and/or nonconformities covered by the warranty that substantially  
16 impaired its value, use, or safety to Plaintiff.

17 29. Plaintiff delivered the Vehicle to Manufacturer or its  
18 authorized repair facilities for repair.

19 30. Defendants, and each of them, failed to service or  
20 repair the Vehicle to match the written warranty after a  
21 reasonable number of opportunities to do so.

22 31. The acts and/or omissions of Defendants, and each of  
23 them, in failing to perform the proper repairs, part replacements,  
24 and/or adjustments, to conform the Vehicle to the applicable  
25 express warranties constitute a breach of the express warranties  
26 that the Manufacturer provided to Plaintiff, thereby breaching  
27 Defendants' obligations under Song-Beverly.

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1           32. Defendants, and each of them, failed to perform the  
2 necessary repairs and/or service in a good and workmanlike manner.  
3 The actions taken by Defendants, and each of them, were  
4 insufficient to make the Subject Vehicle conform to the express  
5 warranties and/or proper operational characteristics of like  
6 Vehicles, all in violation of Defendants' obligations under Song-  
7 Beverly.

8           33. On or about March 30, 2009, Plaintiff made a demand upon  
9 Manufacturer and Seller for replacement or restitution, pursuant  
10 to Song-Beverly. Defendants, and each of them, knowing their  
11 obligations under Song-Beverly, and despite Plaintiff's demand,  
12 failed and refused to make restitution or replacement according to  
13 the mandates of Song-Beverly. The failure of Defendants, and each  
14 of them, to refund the price paid and payable or to replace the  
15 Vehicle was intentional and justifies an award of a Civil Penalty  
16 in an amount not to exceed two times Plaintiff's actual damages.

17           34. As a result of the acts and/or omissions of Defendants,  
18 and each of them, and pursuant to the provisions of the Song-  
19 Beverly, Plaintiff is entitled to replacement of the Vehicle or  
20 restitution of the amount actually paid or payable under the  
21 contract, at Plaintiff's election, plus prejudgment interest  
22 thereon at the legal rate. Plaintiff will seek leave of Court to  
23 amend this Complaint to set forth the exact amount of restitution  
24 and interest, upon election, when that amount has been  
25 ascertained.

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1 41. The Vehicle is a "Consumer Product" as defined in the  
2 Warranty Act, 15 USC 2301(1).

3 42. The Vehicle was manufactured, sold, and leased  
4 /purchased after July 4, 1975.

5 43. The express warranty given by the Manufacturers  
6 pertaining to the Vehicle is a "Written Warranty" as defined in  
7 the Warranty Act, 15 USC 2301(6).

8 44. The Seller is an authorized dealership/agent of the  
9 manufacturer designated to perform repairs on Vehicles under  
10 Manufacturer warranties.

11 45. The above-described actions (failure to repair and/or  
12 properly repair the above-mentioned defects, etc.), including  
13 failure to honor the written warranty, constitute a breach of the  
14 written warranty by the Manufacturer and Seller actionable under  
15 the Warranty Act, 15 USC 2310(d)(1), (2).

16 46. As a direct result of the Manufacturer and/or Seller's  
17 acts and/or omissions, Plaintiff has suffered damages as set forth  
18 herein. Therefore, Plaintiff is entitled to a judgment and the  
19 following relief against all Defendants: (1) A declaration that  
20 acceptance has been properly revoked by Plaintiff and for damages  
21 incurred in revoking acceptance; (2) A refund of the purchase  
22 price paid by Plaintiff for the Vehicle; (3) Cancellation of  
23 Plaintiff's retail installment contract and payment in full of the  
24 balance of same; (4) Consequential, incidental, and actual damages  
25 to be proved at trial; (5) Costs and expenses including actual  
26 attorneys' fees reasonably incurred; (6) Prejudgment interest at  
27 the legal rate; and (7) Such other relief the Court deems  
28 appropriate.

1 FOURTH CAUSE OF ACTION

2 (Breach of Implied Warranty under Magnuson-Moss Warranty Act  
3 against all Defendants)

4 47. Plaintiff realleges each and every paragraph (1-46) and  
5 incorporates them by this reference as though fully set forth  
6 herein.

7 48. The above-described actions on the part of the Seller  
8 constitute a breach of the implied warranties of merchantability  
9 actionable under the Warranty Act, 15 USC 2301(7), 2308,  
10 2310(d)(1), (2).

11 49. As a direct result of the Seller's acts and/or  
12 omissions, Plaintiff has suffered damages as set forth herein.  
13 Therefore, Plaintiff is entitled to judgment against all  
14 Defendants declaring acceptance has been properly revoked by  
15 Plaintiff and for damages incurred in revoking acceptance, for a  
16 refund of the purchase price paid by Plaintiff for the Vehicle,  
17 for cancellation of Plaintiff's retail installment contract and  
18 for payment in full by Defendants and all of them on the balance  
19 of the installment contract, for consequential, incidental, and  
20 actual damages, for costs, prejudgment interest at the legal rate,  
21 for actual attorneys' fees reasonably incurred, and such other  
22 relief the Court deems appropriate.

23 **WHEREFORE**, Plaintiff prays for judgment against all  
24 Defendants, and each of them, as follows:

- 25 A. For replacement or restitution, at Plaintiff's election,  
26 according to proof;  
27 B. For incidental damages, according to proof;  
28 C. For consequential damages, according to proof;

- 1 D. For a civil penalty as provided in Song-Beverly, in an  
2 amount not to exceed two times the amount of Plaintiff's  
3 actual damages;
- 4 E. For actual attorney's fees, reasonably incurred;
- 5 F. For costs of suit and expenses, according to proof;
- 6 G. For the difference between the value of the Vehicle as  
7 accepted and the value the Vehicle would have had if it  
8 had been as warranted;
- 9 H. For remedies provided in Chapters 6 and 7 of Division 2  
10 of the Commercial Code;
- 11 I. For pre-judgment interest at the legal rate;
- 12 J. Such other relief the Court deems appropriate.

13  
14 Date:

6/2/09

Respectfully submitted,  
CONSUMER LEGAL SERVICES, P.C.

15  
16  
17 By:

M. Nicholas Nita, Esq.  
Jessica D. Lew, Esq.  
Attorneys for Plaintiff,  
NATIVIDAD A. EVANS

# Case Activity Report

**Case # :** 200806031293      **Case Type :** GENERAL      **Owner's Group :**  
**Brand :** Toyota      **Case/Activity Last Updated :**  
**Case Title :** SALES - NEW ; DELIVERY PROCESS ; DAMAGED ;

CUSTOMER INFORMATION		VEHICLE INFORMATION		CASE INFORMATION	
<b>NAME :</b>	MORGENSTERN, DIRK MR.	<b>VIN :</b>	JTDBL40E79J015556	<b>STATUS :</b>	Closed
<b>ADDR1 :</b>	36819 RANCH HOUSE ST	<b>MODEL YR. :</b>	2009	<b>SUB-STATUS :</b>	Completed
<b>ADDR2 :</b>		<b>MODEL :</b>	COROLLA	<b>SOURCE :</b>	CUSTOMER
<b>CITY, STATE, ZIP :</b>	MURRIETA CA 92563-7012	<b>GRADE :</b>	STD	<b>INITIAL CHANNEL :</b>	Survey - Inbound
<b>COUNTRY :</b>	USA	<b>MODEL NUMBER :</b>	1832	<b>OWNER :</b>	SIMARDC
<b>PRIM. PHONE :</b>	951-894-4353	<b>ENGINE :</b>	2ZR	<b>CREATED DATE :</b>	06/03/2008 15:16:25
<b>ALT PHONE :</b>	760-489-0111	<b>TRANSMISSION :</b>	4ECT	<b>CREATED BY :</b>	EEDWARDS
<b>FAX NUMBER :</b>	--	<b>SELLING DEALER CODE &amp; NAME :</b>	04252 TOYOTA OF TEMECULA VALLEY	<b>CREATOR'S GROUP :</b>	
<b>EMAIL ADDRESS :</b>	<a href="mailto:dnh4@roadrunner.com">dnh4@roadrunner.com</a>	<b>DOFU :</b>	05/04/2008	<b>CLOSED DATE :</b>	06/12/2008 10:33:58
		<b>CURRENT MONTHS :</b>	1	<b>CLOSED BY :</b>	TMSPLOAD
		<b>CURRENT MILES :</b>	0	<b>CLOSER'S GROUP :</b>	
		<b>INCIDENT MILES :</b>	0		
		<b>CERTIFIED :</b>	No		

DEALER INFORMATION		CLOSING SUMMARY	
<b>PRIMARY DEALER CODE &amp; NAME :</b>	04252 TOYOTA OF TEMECULA VALLEY	<b>CSAT :</b>	
<b>REGION CODE - NAME :</b>	11 - Los Angeles	<b>CLOSE APPROVED BY :</b>	
<b>DISTRICT :</b>	07	<b>CLOSE APPROVED :</b>	
<b>SECONDARY DEALER CODE &amp; NAME :</b>		<b># OF CLOSE EXTENSIONS :</b>	0
<b>REGION CODE - NAME :</b>	-		
<b>DISTRICT :</b>			

ACTIVITIES			
03/14/2009 13:47:43 / Case Long Note	Done	SIMARDC / CRM/CSM/CSOM/FTS	*** PHONE LOG 06/03/2008 03:17:28 PM EEdwards RAPID RESPONSE SURVEY Q06-Delivery Quality (DQ) -Wheel alignment/steering pulls and drifts on the freeway

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# Case Activity Report

ACTIVITIES				
DATE/TIME / ACTION	STATUS	ASSIGNED TO	DESCRIPTION	COMMENTS
05/18/2009 16:27:50 / Call - Inbound	Done	SHELEAD / Tier 2A Rep	Clr sts brakes have been replaced every 15k miles since purchase. Dlr adv premature wear of the brakes is due to brakes are too soft. Sts discuss concerns with Pete in svc about 2 mths ago, he he was adv a phone was placed to Toy corporate and Toy will continue to replace the brake pads until a new part is produce . Sts took veh to dlr for svc this weekend. Dlr adv brakes needs replacement again. Sts dlr adv he will be responsible this time for brakes due to warranty has expired. Clr dissatisfied because he was told Toy would pay.	
05/18/2009 16:48:30 / Request Action	Done	04252GMUNIZ / Dealer CRM	Please contact customer in 3 b/d. Provided case #	called and l/m for customer. Also, spoke to shope foreman Pete Stock prior to calling cusotmer he advised that contacted dspm and they have replace brakes twice and denied and more replacement brakes
05/21/2009 16:19:00 / Call - Inbound	Done	04252GMUNIZ / Dealer CRM	called customer at 951-894-4353 and l/m also called alt # 760-489-0111 it's his work Terminex and they l/m for him.	ADVISED CUSTOMER THAT HE HAS BEEN DECLINED BRAKES TOYOTA SAID THEY PUT TWO SETS ON AND NOW OUT OF WARRANTY. IN SPEAKING WITH CUSTOMER HE SAID THAT HE HAD CALLED THE 800 # ONCE PRIOR AND WAS NERVER GIVEN A CASE NMBR THEY SAID LOOK IN YOUR GLOEBOX THERE IS DOCUMENTION TO ADVISE YOU HOW TO START THE LEMON LAW PROCESS. CUSTOMER DOES NOT WANT TO GO LEMON LAW HE HAD STELLER CREDIT WHEN PURCHASED CAR AND DUE TO THE ECONOMY HE IS NOT SURE HE WOULD BE ABLE TO GET FINACED.  HE FEELS NOT BE DELT WITH FAIRLY AND NOW

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# Case Activity Report

**Case # :** 0906112471      **Case Type :** LEMON LAW - LEGAL/ATTORNEY      **Owner's Group :** DR  
**Brand :** Toyota      **Case/Activity Last Updated :** 06/09/2009 09:05:46  
**Case Title :** PRODUCT ; ABNORMAL CONDITION ; BRAKE SYSTEM ; GRINDING NOISE

CUSTOMER INFORMATION		VEHICLE INFORMATION		CASE INFORMATION	
<b>NAME :</b>	MORGENSTERN, DIRK MR.	<b>VIN :</b>	JTDBL40E79J015556	<b>STATUS :</b>	Closed
<b>ADDR1 :</b>	36819 RANCH HOUSE ST	<b>MODEL YR. :</b>	2009	<b>SUB-STATUS :</b>	Completed
<b>ADDR2 :</b>		<b>MODEL :</b>	COROLLA	<b>SOURCE :</b>	ATTORNEY
<b>CITY, STATE, ZIP :</b>	MURRIETA CA 92563-7012	<b>GRADE :</b>	STD	<b>INITIAL CHANNEL :</b>	Letter - Inbound
<b>COUNTRY :</b>	USA	<b>MODEL NUMBER :</b>	1832	<b>OWNER :</b>	SANCHEB1
<b>PRIM. PHONE :</b>	951-894-4353	<b>ENGINE :</b>	2ZR	<b>CREATED DATE :</b>	06/09/2009 09:03:41
<b>ALT PHONE :</b>	760-489-0111	<b>TRANSMISSION :</b>	4ECT	<b>CREATED BY :</b>	SANCHEB1
<b>FAX NUMBER :</b>	--	<b>SELLING DEALER CODE &amp; NAME :</b>	04252 TOYOTA OF TEMECULA VALLEY	<b>CREATOR'S GROUP :</b>	DR
<b>EMAIL ADDRESS :</b>	<a href="mailto:dnh4@roadrunner.com">dnh4@roadrunner.com</a>	<b>DOFU :</b>	05/04/2008	<b>CLOSED DATE :</b>	06/09/2009 09:05:46
		<b>CURRENT MONTHS :</b>	13	<b>CLOSED BY :</b>	SANCHEB1
		<b>CURRENT MILES :</b>		<b>CLOSER'S GROUP :</b>	DR
		<b>INCIDENT MILES :</b>			
		<b>CERTIFIED :</b>	No		

DEALER INFORMATION		CLOSING SUMMARY	
<b>PRIMARY DEALER CODE &amp; NAME :</b>	04252 TOYOTA OF TEMECULA VALLEY	<b>CSAT :</b>	Unknown
<b>REGION CODE - NAME :</b>	11 - Los Angeles	<b>CLOSE APPROVED BY :</b>	
<b>DISTRICT :</b>	07	<b>CLOSE APPROVED :</b>	
<b>SECONDARY DEALER CODE &amp; NAME :</b>		<b># OF CLOSE EXTENSIONS :</b>	0
<b>REGION CODE - NAME :</b>	-		
<b>DISTRICT :</b>			

ACTIVITIES			
06/09/2009 15:26:20 / Letter - Inbound	Done	SANCHEB1 / DR Admin	==LEMON LAW== Ltr rcvd from Atty Darin Shaw. Atty sts as per Magnuson Moss Act, cust sks to pursue CA Lemon Law due to issues with brake system grinding and pulsating. Atty sts these issues impair use, value and safety. Atty instructs to not contact customer.

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# Case Activity Report

ACTIVITIES					
DATE	TIME	OWNER	TITLE	DESCRIPTION	RESPONSE
				<p>Q06C-Resolved to your satisfaction-No</p> <p>*** DEALER NOTES: 06/04/08 09:24:32 L/M AT 951-894-4353 AND ALSO ALT # 760-489-0111</p> <p>*** CASE CLOSE 06/12/2008 10:33:58 AM DLR04252 SPOKE TO MR MORGENSTERN AND HE HASNT HAD TIME TO BRING IN TOO BUSY. ASKED HIM TO CALL ME WHEN HE HAD TIME SO I COULD ARRANGE SERVICE</p>	

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# Case Activity Report

**Case # :** 0905121212                      **Case Type :** GENERAL                      **Owner's Group :** Field  
**Brand :** Toyota                              **Case/Activity Last Updated :** 05/22/2009 08:31:21  
**Case Title :** PRODUCT ; ABNORMAL CONDITION ; BRAKE SYSTEM ; PERFORMANCE

CUSTOMER INFORMATION	VEHICLE INFORMATION	CASE INFORMATION
<b>NAME :</b> MORGENSTERN, DIRK MR.	<b>VIN :</b> JTDBL40E79J015556	<b>STATUS :</b> Closed
<b>ADDR1 :</b> 36819 RANCH HOUSE ST	<b>MODEL YR. :</b> 2009	<b>SUB-STATUS :</b> Completed
<b>ADDR2 :</b>	<b>MODEL :</b> COROLLA	<b>SOURCE :</b> CUSTOMER
<b>CITY, STATE, ZIP :</b> MURRIETA CA 92563-7012	<b>GRADE :</b> STD	<b>INITIAL CHANNEL :</b> Call - Inbound
<b>COUNTRY :</b> USA	<b>MODEL NUMBER :</b> 1832	<b>OWNER :</b> BOYDK1
<b>PRIM. PHONE :</b> 951-894-4353	<b>ENGINE :</b> 2ZR	<b>CREATED DATE :</b> 05/18/2009 09:44:27
<b>ALT PHONE :</b> 760-489-0111	<b>TRANSMISSION :</b> 4ECT	<b>CREATED BY :</b> SHELEAD
<b>FAX NUMBER :</b> --	<b>SELLING DEALER CODE &amp; NAME :</b> 04252 TOYOTA OF TEMECULA VALLEY	<b>CREATOR'S GROUP :</b> Toyota 2A
<b>EMAIL ADDRESS :</b> <a href="mailto:dnh4@roadrunner.com">dnh4@roadrunner.com</a>	<b>DOFU :</b> 05/04/2008	<b>CLOSED DATE :</b> 05/22/2009 08:31:21
	<b>CURRENT MONTHS :</b> 12	<b>CLOSED BY :</b> BOYDK1
	<b>CURRENT MILES :</b> 41678	<b>CLOSER'S GROUP :</b> Field
	<b>INCIDENT MILES :</b>	
	<b>CERTIFIED :</b> No	

DEALER INFORMATION	CLOSING SUMMARY
<b>PRIMARY DEALER CODE &amp; NAME :</b> 04252 TOYOTA OF TEMECULA VALLEY	<b>CSAT :</b> Unknown
<b>REGION CODE - NAME :</b> 11 - Los Angeles	<b>CLOSE APPROVED BY :</b> BOYDK1
<b>DISTRICT :</b> 07	<b>CLOSE APPROVED :</b> 05/22/2009 08:31:16
<b>SECONDARY DEALER CODE &amp; NAME :</b>	<b># OF CLOSE EXTENSIONS :</b> 0
<b>REGION CODE - NAME :</b> -	
<b>DISTRICT :</b>	

This information is confidential and proprietary to Toyota ; Please refer to guidelines/policies for restrictions on use.

## Case Activity Report

### ACTIVITIES

06/09/2009 16:04:49 / Request Action	Done	SANCHEB1 / DR Admin	Submitted to DRIVE for review	
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# Case Activity Report

ACTIVITIES				
				<p>THAT HIS CAR IS OUT OF WARRANTY HE FEELS VERY BETRAYED.</p> <p>IN SPEAKING WITH THE SHOP FOREMAN THEY DONT SEE ANYTHING WORK WITH THE CAR AND DONT KNOW WHY GOING THRU BRAKES SO FAST, NOT SURE IF POS DRIVING HABITS</p>
05/21/2009 17:00:15 / Close	Done	BOYDK1 / CRA	All Activities related to this case have been completed.Please review and close case	

This information is confidential and proprietary to Toyota ; Please refer to guidelines/policies for restrictions on use.

)

)



1 (“Manufacturer”), is a corporation Authorized to do business in the State of California and is  
2 engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and  
3 services. Manufacturer is also in the business of marketing, supplying and selling written  
4 warranties to the public at large through a system of authorized dealerships, including TOYOTA  
5 TEMECULA VALLEY (“Seller”). Manufacturer does business in all counties of the State of  
6 California.

7 BACKGROUND

8 3. On or about May 4, 2008, Plaintiff purchased from Seller a 2009 Toyota Corolla  
9 (“COROLLA”), manufactured by Manufacturer, Vehicle Identification No.  
10 JTDBL40E79J015556, for valuable consideration (Plaintiff is attempting to locate his purchase  
11 contract and will produce same when found. Notwithstanding, Defendant is in possession of  
12 same).

13 4. In consideration for the purchase of the COROLLA, Manufacturer issued and  
14 supplied to Plaintiff several written warranties, as well as other standard warranties fully outlined  
15 in the Manufacturer’s Warranty Booklet.

16 5. On or about May 4, 2008, Plaintiff took possession of the COROLLA and shortly  
17 thereafter experienced the various defects listed below that substantially impair the use, value  
18 and/or safety of the COROLLA.

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

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

- 23 a. Defective brakes as evidenced by the brakes grind, the brakes pulsate, the brakes  
24 have a metal to metal sound, and the brakes feel like they are slipping when  
25 turning; and,
- b. Any additional complaints made by Plaintiff, whether or not they are contained in  
Defendant’s records or on any repair orders.

1 8. Plaintiff provided Manufacturer through Seller and/or other authorized dealers of  
2 Manufacturer sufficient opportunities to repair the COROLLA.

3 9. Manufacturer, through its authorized dealers was unable and/or failed to repair  
4 the COROLLA within a reasonable number of attempts.

5 10. Plaintiff justifiably lost confidence in the COROLLA's reliability and said  
6 defects have substantially impaired the value of the COROLLA to Plaintiff.

7 11. Said defects could have not been discovered by Plaintiff prior to Plaintiff's  
8 acceptance of the COROLLA.

9 12. As a result of said defects, Plaintiff revoked acceptance of the COROLLA in  
10 writing on May 28, 2009 (A copy of said letter is attached hereto and marked as Exhibit "A").

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

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

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

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

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

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

18. Plaintiff realleges and incorporates by reference as fully set forth herein,  
paragraphs 1-17 of this Complaint.

1           19.     Plaintiff is a purchaser of a consumer product who received the COROLLA  
2 during the duration of a written warranty period applicable to the COROLLA and who is entitled  
3 by the terms of the written warranty to enforce against Manufacturer the obligations of said  
4 warranty.

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

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

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

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

19           24.     Said warranties were the basis of the bargain of the contract between the Plaintiff  
20 and Manufacturer for the sale of the COROLLA to Plaintiff.

21           25.     Said purchase of Plaintiff's COROLLA was induced by, and Plaintiff relied upon,  
22 these written warranties.

23           26.     Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the  
24 written warranties.  
25





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

COUNT IV  
SONG - BEVERLY CONSUMER WARRANTY ACT

40. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-17 of this Complaint.

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

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

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

44. Pursuant to Cal. Civ. Code §1790, Plaintiff's COROLLA was impliedly warranted to be fit for the ordinary use for which the COROLLA was intended.

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

46. The above described defects in the COROLLA caused it to fail to possess even the most basic degree of fitness for ordinary use.

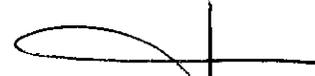
47. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

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

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

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PLAINTIFF HEREBY REQUESTS A JURY TRIAL IN THIS MATTER.

Dated this 6<sup>th</sup> day of July, 2009



Jennifer Basola,  
Attorney for Plaintiff,  
DIRK MORGENSTERN

**EXHIBIT A**

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# *Krohn & Moss, Ltd.*

*(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)*

*5055 Wilshire Blvd Suite 300*

*Los Angeles, CA. 90036*

*www.krohnandmoss.com*

*Writer's Direct Number  
(323) 988-2400 x230  
Writer's Direct Facsimile  
(866) 431-5675  
Writer's Direct E-Mail:  
dshaw@consumerlawcenter.com  
www.krohnandmoss.com*

*Writer licensed to practice  
only in:  
California*

May 28, 2009

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

RE: Dirk Morgenstern v. Toyota Motor Sales USA, Inc.  
Vehicle: 2009 Toyota Corolla  
VIN: JTDBL40E79J015556  
Our File: L09041225A

Dear Sir or Madam:

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

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

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

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

1. Defective brakes as evidenced by the brakes grind, the brakes pulsate, the brakes have a metal to metal sound, and the brakes feel like they are slipping when turning; and,

May 28, 2009

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

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

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

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

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

Sincerely,



Darin Shaw  
Attorney at Law

DS/ds

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
4050 Main Street  
Riverside, CA 92501  
www.riverside.courts.ca.gov

NOTICE OF CASE MANAGEMENT DEPARTMENT ASSIGNMENT AND  
CASE MANAGEMENT CONFERENCE

MORGENSTERN VS TOYOTA MOTOR SALES USA INC  
CASE NO. RIC 530730

The above entitled case is ASSIGNED to the HONORABLE  
Judge Gary B. Tranbarger in Department 07 as CASE  
MANAGEMENT DEPARTMENT.

The Case Management Conference described in Rules of Court  
3.722 is scheduled for 01/06/10 at 8:30 am/pm in  
Department 07.

The plaintiff/cross-complainant shall serve a copy of the  
Notice of Case Management Department Assignment and Case  
Management Conference to all defendants/cross-defendants  
named or added to the complaint and file proof of service  
thereof.

If this case is assigned to a Commissioner and party  
does not stipulate to the hearing of law and motion matters  
by the Commissioner, that party MUST, within ten (10) days  
of the service of this Notice, file a Notice of Non-Stipulation.  
Failure to file such Notice within ten (10) days shall be  
deemed acceptance of the Case Management Department Assignment.

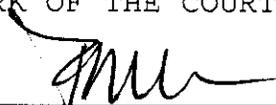
DATE OF NOTICE: 07/10/09

CLERK'S CERTIFICATE

I, Clerk of the above entitled Court, do hereby certify  
that on this date, I provided the plaintiff(s) or plaintiffs'  
attorney of record with a copy of the foregoing NOTICE.

CLERK OF THE COURT

Date: 07/10/09

by:   
ROZELLA NATIVIDAD

## Case Activity Report

Case #: 200811240300 Case Type: PRIORITY Owner's Group:  
 Brand: Toyota Case/Activity Last Updated:  
 Case Title: PRODUCT; ABNORMAL CONDITION; STEERING SYSTEM; ALIGNMENT

CUSTOMER INFORMATION		VEHICLE INFORMATION		CASE INFORMATION	
NAME:	BOHNSACK, KATHY	VIN:	1NXBU40E59Z079232	STATUS:	Closed
ADDR1:	272 E NEPESSING ST	MODEL YR.:	2009	SUB-STATUS:	Completed
ADDR2:		MODEL:	COROLLA	SOURCE:	LEMON LAW
CITY, STATE, ZIP:	LAPEER MI 48446-2354	GRADE:	XLE	INITIAL CHANNEL:	Letter - Inbound
COUNTRY:	USA	MODEL NUMBER:	1840	OWNER:	SADMIN
PRIM. PHONE:	8104171545	ENGINE:	2ZR	CREATED DATE:	11/24/2008 08:11:47 AM
ALT PHONE:		TRANSMISSION:	4ECT	CREATED BY:	BSANCHEZ1
FAX NUMBER:		SELLING DEALER CODE & NAME:	21082 SUBURBAN TOYOTA	CREATOR'S GROUP:	
EMAIL ADDRESS:	<a href="mailto:kbohnsack@sbcglobal.net">kbohnsack@sbcglobal.net</a>	DOFU:	08/07/2008	CLOSED DATE:	12/23/2008 01:44:37 PM
		CURRENT MONTHS:	3	CLOSED BY:	TMSPLOAD
		CURRENT MILES:	0	CLOSER'S GROUP:	
		INCIDENT MILES:	0		
		CERTIFIED:	No		

DEALER INFORMATION		CLOSING SUMMARY	
PRIMARY DEALER CODE & NAME:	21082 SUBURBAN TOYOTA	CSAT:	
REGION CODE - NAME:	22 - Cincinnati	CLOSE APPROVED BY:	
DISTRICT:	02	CLOSE APPROVED:	
SECONDARY DEALER CODE & NAME:		# OF CLOSE EXTENSIONS:	0
REGION CODE - NAME:	-		
DISTRICT:			

ACTIVITIES							
ACTIVITY	DATE/TIME	STATUS	BY	DESCRIPTION	DETAILS	REMARKS	INITIALS
200811240300-C-01	/ Case Long Note	Done	SADMIN /	*** PHONE LOG 11/24/2008 08:14:35 AM BSanchez1 ==LEMON LAW== No Previous Cases Ltr rcvd from Atty Melissa Zaitonia. Atty sts a per Magnuson Moss Act and UCC, cust sks to pursue MI Lemon Law due to issues with vehicle alignment. Atty sts to not contact customer.			

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**Case Activity Report**

ACTIVITY #	ACTIVITY TYPE	DATE	DESCRIPTION	STATUS	REMARKS
			*** CASE CLOSE 12/23/2008 01:44:40 PM VMann ==CUSTOMER'S LEMON LAW DEMAND HAS BEEN FORWARDED TO THE REGION FOR REVIEW==		
			*** CASE CLOSE 12/23/2008 01:44:41 PM VMann ==CUSTOMER'S LEMON LAW DEMAND HAS BEEN FORWARDED TO THE REGION FOR REVIEW==		

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IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

KATHY BOHNSACK  
272 E. Nepessing Street  
Lapeer, MI 48446

Plaintiff,

vs.

TOYOTA MOTOR SALES, U.S.A., INC.  
c/o The Corporation Company  
30600 Telegraph Road, Suite 2345  
Bingham Farms, MI 48025

Defendant.

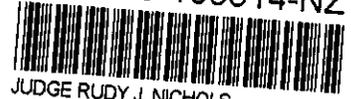
) Case No.:

NZ

) Judge:

OAKLAND  
COUNTY

09-105514-NZ



JUDGE RUDY J. NICHOLS  
BOHNSACK, KATH v TOYOTA MOTOR

**KAHN & ASSOCIATES, L.L.C.**  
J. Daniel Scharville (P67103)  
One of Plaintiff's Attorneys  
55 Public Square, Suite 650  
Cleveland, Ohio 44113  
(216) 621-6101

BY  
DANIEL SCHARVILLE  
COUNTY CLERK

2009 NOV 17 AM 10:18

RECEIVED FOR FILING  
OAKLAND COUNTY CLERK

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

**COMPLAINT AND JURY DEMAND**

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

1. Plaintiff, Kathy Bohnsack, is an adult individual citizen and legal resident of the State of Michigan, residing at 272 E. Nepessing Street, Lapeer, MI 48446.
2. Defendant, Toyota Motor Sales, U.S.A., Inc., is a business corporation qualified to do and regularly conducting business in the State of Michigan, with its principal place of business located in California and can be served at its local

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

KATHY BOHNSACK  
272 E. Nepessing Street  
Lapeer, MI 48446

Plaintiff,

vs.

TOYOTA MOTOR SALES, U.S.A., INC.  
c/o The Corporation Company  
30600 Telegraph Road, Suite 2345  
Bingham Farms, MI 48025

Defendant.

) Case No.:

NZ

) Judge:

OAKLAND  
COUNTY

09-105514-NZ



JUDGE RUDY J. NICHOLS  
BOHNSACK, KATH v TOYOTA MOTOR

LEGAL SERVICES

NOV 30 2009

GROUP RECEIVED

**KAHN & ASSOCIATES, L.L.C.**

J. Daniel Scharville (P67103)  
One of Plaintiff's Attorneys  
55 Public Square, Suite 650  
Cleveland, Ohio 44113  
(216) 621-6101

RECEIVED FOR FILING  
OAKLAND COUNTY CLERK

2009 NOV 17 AM 10:18

RECEIVED FOR FILING  
OAKLAND COUNTY CLERK

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

**COMPLAINT AND JURY DEMAND**

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

1. Plaintiff, Kathy Bohnsack, is an adult individual citizen and legal resident of the State of Michigan, residing at 272 E. Nepessing Street, Lapeer, MI 48446.
2. Defendant, Toyota Motor Sales, U.S.A., Inc., is a business corporation qualified to do and regularly conducting business in the State of Michigan, with its principal place of business located in California and can be served at its local

residence c/o The Corporation Company, 30600 Telegraph Road, Suite 2345,  
Bingham Farms, MI 48025.

3. On or about August 7, 2008, Plaintiff purchased or leased a 2009 Toyota Corolla from Suburban Toyota (1821 Maplelawn Drive, Troy, Michigan 48084), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1NXBU40E59Z079232 (hereinafter the "vehicle").
4. The vehicle was purchased or leased in the State of Michigan and is registered in MI.
5. The price of the vehicle and/or the total of payments is approximately \$26,936.16.
6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.
8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.
9. Plaintiff seeks damages in excess of \$25,000.00.

**COUNT I**  
**MICHIGAN LEMON LAW**

10. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
11. Section MCL 257.1401 et seq, the Michigan New Motor Vehicle Warranties Act is commonly known as, and will hereinafter be referred to as, the “Michigan Lemon Law.”
12. Plaintiff is a “Consumer” as defined by the Lemon Law MCL 257.1401(a).
13. Defendant is a “Manufacturer” as defined by the Lemon Law MCL 257.1401(b).
14. The vehicle is a “New Motor Vehicle” under the Lemon Law MCL 257.1401(g).
15. Plaintiff purchased or leased the vehicle from and/or had it serviced at the Defendant’s “New Motor Vehicle Dealer” as that term is used in MCL 257.1401(h).
16. Plaintiff reported one or more “Defects or Conditions” to the Defendant and/or its authorized Dealer(s) during the time required by MCL 257.1402.
17. The vehicle has been out of service because of repairs for more than 30 days and/or has been subject to four or more repair attempts for the same defect or condition which continues to exist, pursuant to MCL 257.1403.
18. After notifying the Defendant via return receipt service of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the manufacturer failed to instruct Plaintiff as to where to deliver the vehicle or failed to repair the vehicle.

19. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by MCL 257.1405.

WHEREFORE, plaintiff respectfully demands:

1. The "purchase price" or "lease price" of the vehicle as defined by the Michigan Lemon Law;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT**

20. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
21. Plaintiff is a "Consumer" as defined by 15 USC 2301(3).
22. Defendant is a "Supplier" and a "Warrantor" as defined by 15 USC 2301(4) & (5).
23. The vehicle is a "Consumer Product" as defined by 15 USC 2301(1).
24. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 USC 2301(6) and/or a "Service Contract" as defined by 15 USC 2301(8).
25. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

26. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 USC 2310(e).
27. Section 15 USC 2310(d) (1) provides:
- Subject to subsections(a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty or service contract, may bring suit for damages and other legal and equitable relief....
28. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties, Plaintiff has and continues to suffer damages.
29. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 USC 2310(a) and rules promulgated thereunder.
30. Pursuant to 15 USC 2310(d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

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

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

31. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
32. The defects and/or conditions exhibited by the vehicle constitute a breach of contractual and statutory obligations to Defendant, including, but not limited to, the following:
  - a. Express Warranty;
  - b. Implied Warranty of Merchantability; and
  - c. Implied Warranty of Fitness for a Particular Purpose.
33. At the time of delivery of the vehicle to the Plaintiff and at all times subsequent hereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
34. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties obligations and representations with regard to the vehicle.
35. Plaintiff discovered that the vehicle had defects and problems after Plaintiff purchased the vehicle.
36. Plaintiff has provided the Defendant with sufficient opportunities to repair or replace the vehicle.
37. The Defendant has failed to adequately repair the vehicle and/or has not repaired the vehicle in a timely fashion, and the vehicle remains in a defective condition.

38. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

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

**COUNT IV**  
**MICHIGAN CONSUMER PROTECTION ACT**

39. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
40. MCL 445.901 et seq. is commonly known as, and will hereinafter be referred to as, the "Michigan Consumer Protection Act" or "MCPA."
41. Plaintiff is a "Person" within the meaning of MCL 445.902(c).
42. The Defendant is engaged in "Trade or Commerce" as defined in MCL 445.902(d).
43. The Defendant has engaged in unlawful, unfair, unconscionable or deceptive methods, acts or practices, including but not limited to:
- (a) The Defendant has represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status affiliation, or connection that he does not have.

(b) The Defendant has represented that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another.

(c) The Defendant has disclaimed the implied warranty of merchantability and fitness for use, unless a disclaimer is clearly and conspicuously disclosed.

(d) The Defendant has made gross discrepancies to the Plaintiff between the oral representations and written agreements covering the same transaction relative to the Vehicle and the Defendant failed to provide the promised benefits to Plaintiff with regard thereto.

(e) The Defendant has failed to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.

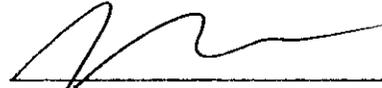
WHEREFORE, Plaintiff respectfully demands:

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

**JURY TRIAL**

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.



\_\_\_\_\_  
J. Daniel Scharville (P67103)  
Attorney for Plaintiff

Dated: \_\_\_\_\_

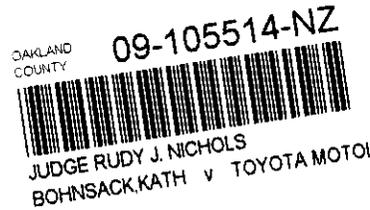
11/11/09

J. Daniel Scharville (P67103)  
Kahn & Associates, L.L.C.  
55 Public Square, Suite 650  
Cleveland, Ohio 44113  
Ph.: (216) 621-6101  
Fax: (216) 621-6006

**STATE OF MICHIGAN  
IN THE SIXTH JUDICIAL CIRCUIT COURT**

PLAINTIFF,

Case No.



v

JUDGE

DEFENDANT. \_\_\_\_\_ /

**NOTICE OF MANDATORY EFILING**

At a session of said Court held in the  
Sixth Judicial Circuit Court for the  
County of Oakland in Pontiac, Michigan

Pursuant to Supreme Court Administrative Order 2007-3, Electronic Document Filing Pilot Project, the above captioned case has been ordered into the Sixth Circuit Court's Mandatory Efiling Pilot Project. Subject to the provisions of Administrative Order 2007 - 3, found at [http://courts.michigan.gov/supremecourt/Resources/Administrative/2002-37\(2007-3\).pdf](http://courts.michigan.gov/supremecourt/Resources/Administrative/2002-37(2007-3).pdf), effective immediately all filings must be made electronically through the Wiznet E-File & Serve efilng tool (E-File & Serve). Firms must register to use the system. Documents not submitted in compliance with this notice (including documents submitted in the traditional manner) will be rejected. **PLAINTIFF IS RESPONSIBLE FOR SERVING A COPY OF THIS NOTICE WITH THE SUMMONS AND COMPLAINT ON ALL OPPOSING PARTIES.** Note: in addition, Staff attorneys will require a hard copy of Motions for Summary Disposition and Briefs in Support.

Additionally, the judges will issue orders electronically. Parties who fail to register as a Service Contact will not receive a copy of any orders created by the Court and must obtain them from the County Clerk's Office at a cost of \$1.00 per page or another party. Neither the Court nor the County Clerk will provide free copies of orders or other electronically filed documents to a party that fails to register with the E-file & Serve system.

Training on E-File & Serve is offered at the Oakland County Courthouse, as well as online. For times and dates of in-person training go to <http://www.oakgov.com/clerkrod/efiling/index.html> . To obtain on-line or teleconference training through Wiznet or to address other questions regarding E-File & Serve, please contact Wiznet at 800 297-5377 or [support@wiznet.com](mailto:support@wiznet.com).

**Circuit Court Judges**  
Judge Mark A. Goldsmith  
Judge Lisa Gorcyca  
Judge Nanci J. Grant\*  
Judge Rudy Nichols  
Judge Colleen A. O'Brien  
Judge Wendy Potts  
Judge Michael Warren

\*Judge Nanci J. Grant will begin eFiling on Oct 1, 2009.

## Case Activity Report

**Case # :** 0909132590      **Case Type :** POTENTIAL ARBITRATION      **Owner's Group :** Toyota 2B  
**Brand :** Toyota      **Case/Activity Last Updated :** 9/24/2009 01:35:40 PM  
**Case Title :** POTENTIAL ARBITRATION ; ABNORMAL CONDITION ; STEERING SYSTEM ; OTHER-PLEASE SPECIFY

CUSTOMER INFORMATION		VEHICLE INFORMATION		CASE INFORMATION	
<b>NAME :</b>	PHARO, WATSON	<b>VIN :</b>	2T1BU4EE8AC262901	<b>STATUS :</b>	Closed
<b>COMPANY NAME :</b>		<b>MODEL YR. :</b>	2010	<b>SUB-STATUS :</b>	Completed
<b>ADDR1 :</b>	431 CENTRE ST	<b>MODEL :</b>	COROLLA	<b>SOURCE :</b>	CUSTOMER
<b>ADDR2 :</b>		<b>GRADE :</b>	LE	<b>INITIAL CHANNEL :</b>	Call - Inbound
<b>CITY, STATE, ZIP :</b>	BEACH HAVEN NJ 08008-1719	<b>MODEL NUMBER :</b>	1838	<b>OWNER :</b>	STEENA
<b>COUNTRY :</b>	USA	<b>ENGINE :</b>	2ZR	<b>CREATED DATE :</b>	9/23/2009 08:18:48 AM
<b>PRIM. PHONE :</b>	7325754821	<b>TRANSMISSION :</b>	4ECT	<b>CREATED BY :</b>	HOUSTOD
<b>ALT PHONE :</b>		<b>SELLING DEALER CODE &amp; NAME :</b>	29092 GATEWAY TOYOTA	<b>CREATOR'S GROUP :</b>	Toyota 2A
<b>FAX NUMBER :</b>		<b>DOFU :</b>	09/18/2009	<b>CLOSED DATE :</b>	9/24/2009 01:35:40 PM
<b>EMAIL ADDRESS :</b>		<b>CURRENT MONTHS :</b>	0	<b>CLOSED BY :</b>	STEENA
		<b>CURRENT MILES :</b>	200	<b>CLOSER'S GROUP :</b>	Toyota 2B
		<b>INCIDENT MILES :</b>	200		
		<b>CERTIFIED :</b>	No		

DEALER INFORMATION		CLOSING SUMMARY	
<b>PRIMARY DEALER CODE &amp; NAME :</b>	29092 GATEWAY TOYOTA	<b>CSAT :</b>	Unknown
<b>REGION CODE - NAME :</b>	16 - New York	<b>CLOSE APPROVED BY :</b>	STEENA
<b>DISTRICT :</b>	05	<b>CLOSE APPROVED :</b>	09/24/2009 13:35:33
<b>SECONDARY DEALER CODE &amp; NAME :</b>		<b># OF CLOSE EXTENSIONS :</b>	0
<b>REGION CODE - NAME :</b>	-		
<b>DISTRICT :</b>			

ACTIVITIES							
1-EHYQC	9/23/2009 08:05:41 AM / Call - Inbound	Done	HOUSTOD / Tier 2A Rep	Caller states: PA-purch new veh on 9/18, per caller the veh is unsafe to drive, per caller the veh will not stay on the road, the veh veers off the road. Caller states he went to the dlr with this concern & per the dlr it is the electronic steering system on the veh & it can not be changed. Caller states he does not want the veh & seek to have the contract resended. Caller states veh had 191 mi when purch & he only drove it 20 mi & because of the steering the veh has been			9/23/2009 08:26:08 AM

This information is confidential and proprietary to Toyota ; Please refer to guidelines/policies for restrictions on use.

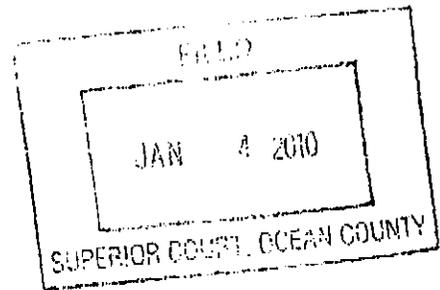
Case Activity Report

ACTIVITIES

1-EHMP9	9/23/2009 09:29:18 AM / Call - Inbound	Done	CHOICE1 / Tier 2A Rep	<p>CTF sts: the state law of NJ allows a cust to rescind on a veh sale if it is w/in 72 hours. sts he attempted to return the veh w/in the allotted time. It's the dr violated the state law or nj, sts would just like to add his comments to his case. ncr added notes to case.</p>			
1-EKP06	9/24/2009 05:39:52 AM / Call - Outbound	Done	STEENA / Tier 2B Rep	<p>Outbound Dealer Call:</p> <p>Ncr called dealer and left a message for Byron Masterson, ncr provided customer name concern and case manager direct number for a call back</p>	9/24/2009 05:39:00 PM		
1-EP36E	9/24/2009 12:55:25 PM / Call - Outbound	Done	STEENA / Tier 2B Rep	<p>Outbound Customer Call:</p> <p>Ncr called customer primary number 732-575-4821 and spoke with customer who advised he is unhappy regarding the sales process and he no longer wants the vehicle. Customer sts the new jersey state law advises he can return the vehicle. Ncr apol &amp; advised customer for concerns regarding vehicle and advised customer dealer open, Customer declined. Ncr advised customer he would need to work with the dealer in regards to a trade. Customer sts he no longer wants the vehicle. Nce explained to customer the AFB process and customer disconnected the call.</p>	9/24/2009 01:06:43 PM		
-EP36K	9/24/2009 01:31:04 PM / Close	Done	STEENA / Tier 2B Rep	<p>5 Point Close</p> <p>Summary: customer sts the vehicle is unsafe to drive and he seeks to resend the vehicle. Customer sts the dealer sold him a defective vehicle</p> <p>Action Taken: Dealer / Case Manager</p> <p>Resolution/Position: Case Manager advised customer can open case to dealer for possible dealer open and advised on AFB customer disconnected the call</p> <p>Customer Satisfied: Unknown</p> <p>Root Cause: steering system</p>	9/24/2009 01:35:32 PM		

This information is confidential and proprietary to Toyota ; Please refer to guidelines/policies for restrictions on use.

LUEDDEKE LAW FIRM  
215 MORRIS AVENUE  
SPRING LAKE, NEW JERSEY 07762  
(732) 449-2884  
ATTORNEY FOR PLAINTIFF(S)



WATSON F. PHARO

Plaintiff,

v.

GATEWAY TOYOTA SCION,  
TOYOTA MOTOR SALES U.S.A.  
INC.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
OCEAN COUNTY

DOCKET NO.

*128-10*

Civil Action

COMPLAINT AND DEMAND FOR  
A JURY TRIAL

Watson F. Pharo, residing at 431 Centre Street, Borough of Beach Haven,  
County of Ocean, New Jersey by way of Complaint against the defendants says:

**FIRST COUNT**

1. On or about September 18, 2009, plaintiff Watson F. Pharo (hereinafter "Pharo") entered into a retail installment contract with Gateway Toyota Scion (hereinafter "Gateway") for the purchase of a new 2010 Toyota Corolla bearing VIN No. 2T1BU4EE8AC262901.
2. On information and belief, Gateway is a New Jersey licensed automobile dealership selling new and used cars to the public-at-large.
3. On information and belief, Toyota Motor Sales U.S.A. Inc. (hereinafter "Toyota") is the manufacturer of the subject vehicle.
4. John Doe corporations are the actual corporations trading as Gateway and Toyota.

RECEIVED

FEB 22 2010

LEGAL DEPARTMENT

5. Prior to and at the time of purchase, Plaintiff was led to believe that the vehicle was free from defects, safe and fit for normal use and operation.
6. Plaintiff's expectations that the new car would be free from defects and operate perfectly are recognized in the law. *Zabriskie Chevrolet v. Smith* 99 N.J. Super. 441, 451 (Law Div. 1968).
7. The foregoing representations made by Gateway to Plaintiff were material facts which Plaintiff took into consideration in making his decision to purchase the subject vehicle. In fact, had Plaintiff known that the vehicle had paint and body defects, Plaintiff would not have purchased the subject vehicle.
8. Defendant Gateway deprived Plaintiff of his choice not to purchase this vehicle by concealing material facts from him. Gateway had plaintiff sign the contractual documents while the vehicle was being "prepared." Plaintiff did not see the vehicle prior to signing the documents.
9. After signing the contractual documents, Gateway brought plaintiff to the vehicle where plaintiff immediately noticed two chips in the paint on the front end and 191 miles on the vehicle's odometer.
10. In addition, on September 19, 2009, the day after his purchase of the vehicle, plaintiff drove the vehicle and experienced a defect involving the operation of the steering column particularly at higher speeds.
11. On September 21, 2009, plaintiff returned to Gateway and advised Gateway of the steering defect.
12. Gateway told plaintiff it would fix the vehicle. After waiting two hours at the

dealership, Gateway told plaintiff that it could not repair the problem and that it "was his car now."

13. On or about October 20, 2009 plaintiff took the vehicle to an independent repair facility which verified plaintiff's concerns regarding the unsafe steering condition.
14. The foregoing conduct of Defendants has substantially damaged Plaintiff and diminished the value of the vehicle both in Plaintiff's eyes and objectively.
15. Plaintiff in a timely manner rejected or otherwise revoked his acceptance of the vehicle.
16. Toyota, through its authorized service facility defendant Gateway, told plaintiff that it was not able to remedy the problem.
17. Gateway breached warranties as the seller of the vehicle.
18. Plaintiff would not have purchased the vehicle had these problems been disclosed to him.
19. The foregoing constitutes breach of contract and a breach of the covenant of good faith and fair dealing.

**WHEREFORE**, plaintiff, demands damages against defendants as follows:

- (1) Compensatory damages;
- (2) Rescission;
- (3) Attorney's fees;
- (4) Lawful interest;
- (5) Costs of suit;

(6) For such other relief as the Court may deem equitable and just.

### SECOND COUNT

1. Plaintiff, repeats each and every allegation of the First Count as though set forth more fully at length herein.

2. The foregoing conduct of defendant constitutes negligence.

**WHEREFORE**, plaintiff, demands damages against defendants as follows:

(1) Compensatory damages;

(2) Rescission;

(3) Attorney's fees;

(4) Lawful interest;

(5) Costs of suit;

(6) For such other relief as the Court may deem equitable and just.

### THIRD COUNT

1. Plaintiff, repeats each and every allegation of the First and Second Count as though set forth more fully at length herein.

2. Defendants breached express and implied warranties and as a result plaintiff has been damaged.

3. Defendants warranties failed their essential purpose since Defendants have been unable to tender a conforming vehicle.

**WHEREFORE**, plaintiff, demands damages against defendant as follows:

(1) Compensatory damages;

(1a) All available UCC remedies

- (2) Rescission;
- (3) Attorney's fees;
- (4) Lawful interest;
- (5) Costs of suit;
- (6) For such other relief as the Court may deem equitable and just.

#### FOURTH COUNT

1. Plaintiff, repeats each and every allegation of the First, Second and Third Counts as though set forth more fully at length herein.

2. The aforesaid conduct of defendants constitutes a breach of implied warranties. **WHEREFORE**, plaintiff, demands judgment against defendant, for the following relief;

(1) All remedies available to plaintiff under the Uniform Commercial Code including, but not limited to, revocation, rescission, breach of warranty damages, including incidental and consequential damages, attorneys fees, costs of suit, interest and such other relief as the Court seems equitable and appropriate.

#### FIFTH COUNT

1. Plaintiff, repeats each and every allegation of the First, Second, Third and Fourth Counts as though set forth more fully at length herein.

2. Defendants' conduct, as aforesaid, constitutes a violation of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301-2311.

**WHEREFORE**, plaintiff, demands damages against defendant as follows:

- (1) Compensatory damages;

- (2) Rescission;
- (3) Punitive damages;
- (4) Attorney's fees;
- (5) Lawful interest;
- (6) Costs of suit;
- (7) For such other relief as the Court may deem equitable and just.

#### SIXTH COUNT

1. Plaintiff, repeats each and every allegation of the First, Second, Third, Fourth, and Fifth Counts as though set forth more fully at length herein.
2. Plaintiff has fulfilled the requisite conditions of the New Jersey Lemon Law and the vehicle is a lemon.

**WHEREFORE**, plaintiff, demand damages against defendant, Daimler Chrysler Corporation as follows:

- (1) All relief plaintiff is entitled to under the New Jersey Lemon Law.

#### SEVENTH COUNT

1. Plaintiff, repeats each and every allegation of the First, Second, Third, Fourth, Fifth, and Sixth Counts as though set forth more fully herein.
2. Gateway knew that the vehicle had paint defects and also had a steering defect endemic to certain Toyota model cars including the 2010 Corolla.
3. Gateway and Toyota did not disclose this defect to the Plaintiff.
4. The foregoing conduct and such other conduct as revealed and ascertained in discovery constitutes Consumer Fraud.

**WHEREFORE**, plaintiff, demands damages against defendants as follows:

- (1) Compensatory damages;
- (2) Treble damages under the Consumer Fraud Act;
- (3) Punitive damages;
- (4) Attorney's fees;
- (5) Lawful interest;
- (6) Costs of suit;
- (7) For such other relief as the Court may deem equitable and just.

**DEMAND FOR JURY TRIAL**

Plaintiffs herein demand a trial by jury as to all triable issues of fact.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Ronald L. Lueddeke, Esquire is hereby designated as trial counsel on behalf of the plaintiff, Watson F. Pharo.

Dated:

12/30/09

By:

  
Ronald L. Lueddeke, Esquire

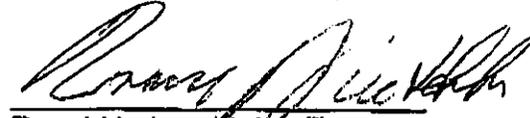
**CERTIFICATION**

The undersigned hereby certifies that the within controversy is not subject of any other action or proceeding either filed or anticipated. In addition, plaintiff is not aware of any other parties that should be joined to this action at this time.

Dated:

12/30/09

By:

  
Ronald L. Lueddeke, Esquire

Jennifer Basola, Esq. State Bar. No. 231538  
Krohn & Moss  
10474 Santa Monica Blvd. Ste. 401  
Los Angeles, CA 90025  
(323) 988-2400  
Attorneys for Plaintiffs, ROSARIO VASQUEZ AND NICOLE VASQUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
UNLIMITED JURISDICTION**

ROSARIO VASQUEZ AND NICOLE ) Case No.: **37-2009-00103929-CU-BC-CTL**  
VASQUEZ ) **COMPLAINT**  
Plaintiffs, )  
vs. )  
TOYOTA MOTOR SALES, USA, INC. )  
Defendant )

JAN - 4 2010

**COMPLAINT**

NOW COME the Plaintiffs, ROSARIO VASQUEZ AND NICOLE VASQUEZ by and through Plaintiffs' attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Manufacturer, TOYOTA MOTOR SALES, USA, INC., allege and affirmatively state as follows:

**PARTIES**

1. Plaintiffs, ROSARIO VASQUEZ AND NICOLE VASQUEZ ("Plaintiffs), are individuals who purchased subject vehicle in the State of California.
2. Manufacturer, TOYOTA MOTOR SALES, USA, INC.

1 (“Manufacturer”), is a corporation Authorized to do business in the State of California and is  
2 engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and  
3 services. Manufacturer is also in the business of marketing, supplying and selling written  
4 warranties to the public at large through a system of authorized dealerships, including Toyota of  
5 Escondido (“Seller”). Manufacturer does business in all counties of the State of California.

### 6 BACKGROUND

7 3. On or about August 19, 2008, Plaintiffs purchased from Seller ~~2009 Toyota~~  
8 Corolla (“COROLLA”), manufactured by Manufacturer, Vehicle Identification No.  
9 ~~TNXBE40E99Z017703~~, for valuable consideration (A copy of Plaintiffs’ purchase contract is  
10 attached hereto and marked as Exhibit “A”).

11 4. The price of the COROLLA, including sales tax, registration charges, document  
12 fees and other collateral charges, such as bank and finance charges, totaled more than  
13 \$40,485.06.

14 5. In consideration for the purchase of the COROLLA, Manufacturer issued and  
15 supplied to Plaintiffs several written warranties, as well as other standard warranties fully  
16 outlined in the Manufacturer’s Warranty Booklet.

17 6. On or about August 19, 2008, Plaintiffs took possession of the COROLLA and  
18 shortly thereafter experienced the various defects listed below that substantially impair the use,  
19 value and/or safety of the COROLLA.

20 7. The defects listed below violate the express written warranties issued to Plaintiffs  
21 by manufacturer, as well as the implied warranty of merchantability.

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

- 24 a. ~~Defective suspension/brakes~~ as evidenced by noise coming from the right  
25 front wheel, a creaking from underneath the vehicle when applying the brakes,  
a popping noise from the front end when applying the brakes, the front left tire

1 makes a clicking noise when braking, and a whoosh sound when turning the  
2 steering wheel; and,

3 b. Any additional complaints made by Plaintiffs, whether or not they are  
4 contained in Manufacturer's records or on any repair orders.

5 9. Plaintiffs provided Manufacturer through Seller and/or other authorized dealers of  
6 Manufacturer sufficient opportunities to repair the COROLLA.

7 10. Manufacturer, through its authorized dealers was unable and/or failed to repair  
8 the COROLLA within a reasonable number of attempts.

9 11. Plaintiffs justifiably lost confidence in the COROLLA's reliability and said  
10 defects have substantially impaired the value of the COROLLA to Plaintiffs.

11 12. Said defects could have not been discovered by Plaintiffs prior to Plaintiffs'  
12 acceptance of the COROLLA.

13 13. As a result of said defects, Plaintiffs revoked acceptance of the COROLLA in  
14 writing on October 6, 2009 (A copy of said letter is attached hereto and marked as Exhibit "B").

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

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

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

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

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







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

7 39. Manufacturer, through Seller and/or other authorized dealerships, have been  
8 unable to repair said defects in a reasonable number of attempts.  
9

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

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

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

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

23 COUNT IV  
24 SONG - BEVERLY CONSUMER WARRANTY ACT  
25 BREACH OF IMPLIED WARRANTY

42. Plaintiffs reallege and incorporate by reference as though fully set forth herein,  
paragraphs 1-17 of this Complaint.

1           43.     The COROLLA purchased by Plaintiffs was subject to an implied warranty of  
2 merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the  
3 intended consumer, Plaintiffs herein.

4           44.     Manufacturer is a supplier of consumer goods as a person engaged in the business  
5 of making a consumer product directly available to Plaintiffs.

6           45.     Manufacturer is prohibited from disclaiming or modifying any implied warranty  
7 under Cal. Civ. Code §1790.

8           46.     Pursuant to Cal. Civ. Code §1790, Plaintiffs' COROLLA was impliedly  
9 warranted to be fit for the ordinary use for which the COROLLA was intended.

10           47.     The COROLLA was warranted to pass without objection in the trade under the  
11 contract description, and was required to conform to the descriptions of the vehicle contained in  
12 the contracts and labels.

13           48.     The above described defects in the COROLLA caused it to fail to possess even  
14 the most basic degree of fitness for ordinary use..

15           49.     As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have  
16 suffered and continues to suffer various damages.

17           WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:  
18

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

1 **PLAINTIFFS HEREBY REQUEST A JURY TRIAL IN THIS MATTER.**

2  
3  
4 Dated this 10<sup>th</sup> Day of December, 2009

5 

6 \_\_\_\_\_  
7 Jennifer Basola  
8 Attorney for Plaintiffs,  
9 ROSARIO VASQUEZ AND  
10 NICOLE VASQUEZ  
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**EXHIBIT A**

Buyer Name and Address (Including County and Zip Code) <b>NICOLE CRISTINE VASQUEZ 30653 ROLLING HILLS DR VALLEY CENTER, CA 92082 SAN DIEGO</b>	Co-Buyer Name and Address (Including County and Zip Code) <b>ROSARIO VASQUEZ JR 30653 ROLLING HILLS DR VALLEY CENTER, CA 92082 SAN DIEGO</b>	Creditor-Seller (Name and Address) <b>TOYOTA OF ESCONDIDO 231 LINCOLN PARKWAY ESCONDIDO, CA 92026</b>
---	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
<b>NEW</b>	<b>2009</b>	<b>TOYOTA COROLLA XRS</b>	<b>3328</b>	<b>1NXBE40E99Z017703</b>	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$ <b>6.00</b>
<b>8.20 %</b>	<b>\$ 7985.06 (e)</b>	<b>\$ 32500.00</b>	<b>\$ 40485.06 (e)</b>	<b>\$ 40485.06 (e)</b>

(e) means an estimate

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	<b>N/A</b>	<b>N/A</b>
One Payment of	<b>N/A</b>	<b>N/A</b>
<b>65</b> Payments	<b>613.41</b>	Monthly, Beginning <b>09/18/2008</b>
<b>N/A</b> Payments	<b>N/A</b>	Monthly, Beginning <b>N/A</b>
One Final Payment	<b>613.41</b>	<b>02/18/2014</b>

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.  
 Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.  
 Security Interest. You are giving a security interest in the vehicle being purchased.  
 Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

<b>1. Total Cash Price</b>	
A. Cash Price of Motor Vehicle and Accessories	<b>\$ 21297.07 (A)</b>
1. Cash Price Vehicle	<b>\$ 21297.07</b>
2. Cash Price Accessories	<b>\$ N/A</b>
3. Other (Nontaxable)	
Describe <b>N/A</b>	<b>\$ N/A</b>
Describe <b>N/A</b>	<b>\$ N/A</b>
B. Document Preparation Fee (not a governmental fee)	<b>\$ 55.00 (B)</b>
C. Smog Fee Paid to Seller	<b>\$ N/A (C)</b>
D. (Optional) Theft Deterrent Device (to whom paid) <b>LOCK-LIFETIME</b>	<b>\$ 695.00 (D)</b>
E. (Optional) Theft Deterrent Device (to whom paid)	<b>\$ N/A (E)</b>
F. (Optional) Theft Deterrent Device (to whom paid)	<b>\$ N/A (F)</b>
G. (Optional) Surface Protection Product (to whom paid) <b>PAINT AND FABRI</b>	<b>\$ 301.19 (G)</b>
H. (Optional) Surface Protection Product (to whom paid)	<b>\$ N/A (H)</b>
I. Sales Tax (on taxable items in A through H)	<b>\$ 1731.99 (I)</b>
J. Optional DMV Electronic Filing Fee	<b>\$ 28.00 (J)</b>
K. (Optional) Service Contract (to whom paid) <b>PORTFOLIO</b>	<b>\$ 2495.00 (K)</b>
L. (Optional) Service Contract (to whom paid) <b>N/A</b>	<b>\$ N/A (L)</b>
M. (Optional) Service Contract (to whom paid) <b>N/A</b>	<b>\$ N/A (M)</b>
N. (Optional) Service Contract (to whom paid) <b>N/A</b>	<b>\$ N/A (N)</b>
O. (Optional) Service Contract (to whom paid) <b>N/A</b>	<b>\$ N/A (O)</b>
P. Prior Credit or Lease Balance paid by Seller to <b>S D C C U</b>	<b>\$ 4980.00 (P)</b>

**STATEMENT OF INSURANCE**

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

**Vehicle Insurance**

<b>N/A</b> Ded. Comp., Fire & Theft	<b>N/A</b> Term	<b>N/A</b> Premium
<b>N/A</b> Ded. Collision	<b>N/A</b> Mos.	<b>N/A</b>
Bodily Injury <b>\$ N/A</b> Limits	<b>N/A</b> Mos.	<b>N/A</b>
Property Damage <b>\$ N/A</b> Limits	<b>N/A</b> Mos.	<b>N/A</b>
Medical <b>N/A</b>	<b>N/A</b> Mos.	<b>N/A</b>
Total Vehicle Insurance Premiums	<b>\$ N/A (a)</b>	

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer **X** *[Signature]*  
 Co-Buyer **X** *[Signature]*  
 Seller **X** *[Signature]*

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Application for Optional Credit Insurance**

Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability (Buyer Only)

Credit Life	Term	Exp.	Premium
<b>N/A</b>	<b>N/A</b>	Mos.	<b>\$ N/A</b>
Credit Disability	<b>N/A</b>	Mos.	<b>\$ N/A</b>
Total Credit Insurance Premiums	<b>\$ N/A (b)</b>		

Insurance Company Name **N/A**  
 Home Office Address **N/A**  
**N/A**

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have

S. Other (to whom paid) N/A \$ N/A (S)  
 For N/A

Total Cash Price (A through S) \$ 32278.25 (1)

2. Amounts Paid to Public Officials

A. License Fees Estimated \$ 213.00 (A)  
 B. Registration/Transfer/Titling Fees \$ N/A (B)  
 C. California Tire Fees \$ 8.75 (C)  
 D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 221.75 (2)

3. Amount Paid to Insurance Companies  
 (Total premiums from Statement of Insurance column a + b) \$ N/A (3)

4.  Smog Certification or  Exemption Fee Paid to State \$ N/A (4)

5. Subtotal (1 through 4) \$ 32500.00 (5)

6. Total Downpayment

A. Agreed Trade-In Value Yr 2005 Make MAZDA \$ 10000.00 (A)  
 Model 6 Odom 59578  
 VIN 1YVHP84DX55M02056

B. Less Prior Credit or Lease Balance Estimated \$ 14980.00 (B)  
 C. Net Trade-In (A less B) (indicate if a negative number) \$ -4980.00 (C)  
 D. Deferred Downpayment \$ N/A (D)  
 E. Manufacturer's Rebate \$ N/A (E)  
 F. Other N/A \$ N/A (F)  
 G. Cash \$ 0.00 (G)

Total Downpayment (C through G) \$ 0.00 (6)  
 (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ 32500.00 (7)

Date (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities-Not-Covered" in your policy for details).  
 You want to buy the credit insurance.

Date X Buyer Signature [Signature] Age   
 Date X Co-Buyer Signature [Signature] Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 66 Mos. EXPRESS AUTO GA  
 Name of Gap Contract  
 I want to buy a gap contract.  
 Buyer Signs X [Signature]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company PORTFOLIO  
 Term 72 Mos. or 100000 Miles  
 1L Company N/A

7. Amount Financed (5 less 6)

\$32500.00 (7)

**SELLER ASSISTED LOAN**

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A  
Amount \$ N/A Finance Charge \$ N/A  
Total \$ N/A Payable in \_\_\_\_\_  
Installments of \$ N/A \$ N/A  
from this Loan is shown in item 6D.

**AUTO BROKER FEE DISCLOSURE**

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:  
N/A

1L Company N/A  
Term N/A Mos. or N/A Miles  
1M Company N/A  
Term N/A Mos. or N/A Miles  
1N Company N/A  
Term N/A Mos. or N/A Miles  
1O Company N/A  
Term N/A Mos. or N/A Miles  
Buyer X [Signature]

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [Signature]  
Co-Buyer Signs X [Signature]

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Flight to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X [Signature] Co-Buyer X [Signature]

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A Year \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

**THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

**YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.**  
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X [Signature] X [Signature]

**Representations of Buyer:** Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Buyer X [Signature] Co-Buyer X [Signature]

**Notice to buyer:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [Signature] Co-Buyer Signature X [Signature]

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION**  
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

**YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

Buyer Signature X [Signature] Date 08/19/08 Co-Buyer Signature X [Signature] Date 08/19/08

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

**GUARANTY:** To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A  
Address TOTOPA DE ESCOBEDO Address N/A

Seller Signs [Signature] Date 08/19/08 Home Ph # 607-6910 Work Ph # (858) 92-1864

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**EXHIBIT B**

# Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)

10474 Santa Monica Blvd., Suite 401

Los Angeles, CA 90025

[www.krohnandmoss.com](http://www.krohnandmoss.com)

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*Writer's Direct E-Mail*

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[www.krohnandmoss.com](http://www.krohnandmoss.com)

October 6, 2009

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

RE: Rosario and Nicole Vasquez v. Toyota Motor Sales USA, Inc.

Vehicle: 2009 Toyota Corolla

VIN: 1NXBE40E99Z017703

Our File: L09070225A

Dear Sir or Madam:

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

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

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

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

1. Defective suspension/brakes as evidenced by noise coming from the right front wheel, a creaking from underneath the vehicle when applying the brakes, a popping noise from the

October 6, 2009

front end when applying the brakes, the front left tire makes a clicking noise when braking, and a whoosh sound when turning the steering wheel; and,

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

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

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

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

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

Regards,



Heather Antoine  
Attorney

HA/cb

PE10-008

TOYOTA

05/07/2010

Attachment-Response06  
Extended Warranty Option



### **Toyota Extra Care**

Vehicle  
Service  
Agreements



Helping you get where you  
want to go.

Where are you going  
today?



Your life - now and  
tomorrow.

Toyota Financial Services  
and you.

This brochure is intended as a sample of vehicle service agreement coverage. Coverage is subject to exclusions and limitations set forth in the vehicle service agreement. The actual coverage, exclusions, and limitations of the agreements issued to customers may vary both from state to state and according to the program features chosen by the customer. In certain states, Toyota Motor Services Company or Toyota Motor Insurance Agency administers vehicle service agreements. This brochure is not for use in the state of Florida.



**People depend on you.** Whether you're picking the kids up from school, or taking friends to dinner, or meeting your number one client, you need to be there. At Toyota Financial Services we understand the value of your time. Our vehicle protection plans are designed to help simplify your life and keep you moving forward.

You've chosen a quality product. You've chosen a Toyota. Now we want to help you protect your investment. Toyota Extra Care Vehicle Service Agreements offer a variety of service coverage options to meet your needs. You can protect yourself now from the costs of unanticipated repairs in the future by supplementing your vehicle's factory warranties with Toyota Extra Care. That means hassle-free, quality service and more time for the things that matter the most.

**Toyota Extra Care Vehicle Service Agreements help you keep your life in motion for yourself and those who depend on you.**

Simplify your life... enjoy the benefits of Toyota Extra Care

### **Convenience**

A nationwide service network of Toyota dealers throughout the U.S. and Canada are available to serve you.

### **Quality**

You'll have the confidence of knowing that skilled factory-trained service technicians using the latest diagnostic tools and Genuine Toyota Parts are performing all work.

### **Protection for the future**

Purchasing now can protect you from rising repair costs in the future.

### **Options**

You can choose coverage and terms to match your needs.

### **Towing**

We'll provide towing to the nearest Toyota facility.\*

### **Travel protection**

If you're more than 150 miles from home, we'll cover your meals and lodging.\*

### **Substitute transportation**

You'll be reimbursed up to five days per occurrence.\*

### **No paperwork**

We pay the dealer directly, so you don't have to worry about submitting claims.

### **Transferable**

If you sell your vehicle, the remaining coverage may be transferable, helping to enhance your vehicle's resale value.\*

### **Easy payments**

Whether you plan to purchase or lease, the cost of Toyota Extra Care may be included in your overall vehicle finance or lease contract.†

\* See individual plans for details on applicability and reimbursement limits.

† Subject to credit approval.



All these benefits add up to making Toyota Extra Care Vehicle Service Agreements one of the most popular products that we have to offer our customers.

Depending on how long you plan to keep your vehicle, our factory-backed service plans are designed to suit your individual needs. Choose from Platinum, Gold, or Powertrain. And, if you are purchasing or leasing a Toyota Certified Used Vehicle, we have plans especially designed for you.

**PLATINUM** is the highest level of service coverage for virtually every component group in your vehicle.

**GOLD** provides service coverage for most major components.

**POWERTRAIN** provides extended service coverage on engine, transmission and axle-assembly components.

**CERTIFIED PLATINUM AND GOLD** provide additional coverage to complement your Toyota Certified Used Vehicle Limited Warranty.



# NEW Vehicle Coverage Comparison Chart

	PLATINUM	GOLD	POWERTRAIN
<b>Eligibility</b>	Consider this coverage if your vehicle is less than 3 years old and has fewer than 36,000 total vehicle miles.	Consider this coverage if your vehicle is less than 3 years old and has fewer than 36,000 total vehicle miles.	Consider this coverage if your vehicle is less than 3 years old and has fewer than 36,000 total vehicle miles.
<b>Coverage</b>	<p>To fit your driving needs, you may choose from the following plans:*</p> <p>3 years/50,000 total vehicle miles</p> <p>4 years/65,000 total vehicle miles</p> <p>5 years/60,000 total vehicle miles</p> <p>6 years/75,000 total vehicle miles</p> <p>6 years/100,000 total vehicle miles</p> <p>7 years/75,000 total vehicle miles</p> <p>7 years/100,000 total vehicle miles</p>	<p>To fit your driving needs, you may choose from the following plans:*</p> <p>3 years/80,000 total vehicle miles</p> <p>5 years/60,000 total vehicle miles</p> <p>5 years/80,000 total vehicle miles</p> <p>5 years/100,000 total vehicle miles</p> <p>6 years/75,000 total vehicle miles</p> <p>6 years/100,000 total vehicle miles</p> <p>7 years/75,000 total vehicle miles</p> <p>7 years/100,000 total vehicle miles</p>	<p>To provide maximum protection, we provide coverage for 6 years/100,000 miles.*</p>
<b>Additional Benefits</b>	<p><b>Towing</b> Unlimited towing reimbursement to the nearest Toyota dealership</p> <p><b>Substitute Transportation</b> \$50 per day for a maximum of five days per occurrence</p> <p><b>Travel Protection</b> \$100 per day for a maximum of five days over the life of the agreement</p> <p><b>Transferable</b> Transferability is limited to one time only</p>	<p><b>Towing</b> \$50 towing reimbursement to the nearest Toyota dealership</p> <p><b>Substitute Transportation</b> \$35 per day for a maximum of five days per occurrence</p> <p><b>Travel Protection</b> \$50 per day for a maximum of four days over the life of the agreement. For new vehicle plans only</p> <p><b>Transferable</b> Transferability is limited to one time only.</p>	<p><b>Towing</b> \$50 towing reimbursement to the nearest Toyota dealership</p> <p><b>Substitute Transportation</b> \$35 per day for a maximum of five days per occurrence</p> <p><b>Travel Protection</b> \$50 per day for a maximum of four days over the life of the agreement. For new vehicle plans only</p> <p><b>Transferable</b> Transferability is limited to one time only.</p>

\* Time and mileage coverage periods are measured from the date the vehicle was first delivered into service as a new vehicle and zero miles. It expires upon reaching your selected time or mileage of the coverage period, whichever occurs first. Plans feature \$0 or \$50 deductible options. Deductible applies to each eligible repair visit.

# USED Vehicle Coverage Comparison Chart

	PLATINUM	GOLD	POWERTRAIN																																																												
<b>Eligibility</b>	Consider this coverage if your vehicle is within current plus 6 model years old and has less than 100,000 total vehicle miles. These plans are available through your dealer <b>only</b> at the time of used vehicle purchase.	Consider this coverage if your vehicle is within current plus 6 model years old and has less than 100,000 total vehicle miles. These plans are available through your dealer <b>only</b> at the time of used vehicle purchase.	Consider this coverage if your vehicle is within current plus 9 model years old and has fewer than 100,000 total vehicle miles. Our used vehicle plans are available through your dealer <b>only</b> at the time of used vehicle purchase.																																																												
<b>Coverage</b>	<p>To fit your driving needs, you may choose from the following plans:†</p> <table border="1"> <thead> <tr> <th>Term and Mileage</th> <th>Maximum Mileage at Purchase</th> </tr> </thead> <tbody> <tr><td>1 year/12,000 miles</td><td>50,000</td></tr> <tr><td>1 year/12,000 miles</td><td>65,000</td></tr> <tr><td>1 year/12,000 miles</td><td>85,000</td></tr> <tr><td>1 year/12,000 miles</td><td>100,000</td></tr> <tr><td>2 years/24,000 miles</td><td>50,000</td></tr> <tr><td>2 years/24,000 miles</td><td>70,000</td></tr> <tr><td>3 years/36,000 miles</td><td>30,000</td></tr> <tr><td>3 years/36,000 miles</td><td>50,000</td></tr> <tr><td>3 years/36,000 miles</td><td>70,000</td></tr> <tr><td>4 years/50,000 miles</td><td>50,000</td></tr> <tr><td>4 years/50,000 miles</td><td>60,000</td></tr> <tr><td>5 years/60,000 miles</td><td>50,000</td></tr> </tbody> </table>	Term and Mileage	Maximum Mileage at Purchase	1 year/12,000 miles	50,000	1 year/12,000 miles	65,000	1 year/12,000 miles	85,000	1 year/12,000 miles	100,000	2 years/24,000 miles	50,000	2 years/24,000 miles	70,000	3 years/36,000 miles	30,000	3 years/36,000 miles	50,000	3 years/36,000 miles	70,000	4 years/50,000 miles	50,000	4 years/50,000 miles	60,000	5 years/60,000 miles	50,000	<p>To fit your driving needs, you may choose from the following plans:†</p> <table border="1"> <thead> <tr> <th>Term and Mileage</th> <th>Maximum Mileage at Purchase</th> </tr> </thead> <tbody> <tr><td>1 year/12,000 miles</td><td>50,000</td></tr> <tr><td>1 year/12,000 miles</td><td>65,000</td></tr> <tr><td>1 year/12,000 miles</td><td>85,000</td></tr> <tr><td>1 year/12,000 miles</td><td>100,000</td></tr> <tr><td>2 years/24,000 miles</td><td>50,000</td></tr> <tr><td>2 years/24,000 miles</td><td>70,000</td></tr> <tr><td>3 years/36,000 miles</td><td>30,000</td></tr> <tr><td>3 years/36,000 miles</td><td>50,000</td></tr> <tr><td>3 years/36,000 miles</td><td>70,000</td></tr> <tr><td>4 years/50,000 miles</td><td>50,000</td></tr> <tr><td>4 years/50,000 miles</td><td>60,000</td></tr> <tr><td>5 years/60,000 miles</td><td>50,000</td></tr> </tbody> </table>	Term and Mileage	Maximum Mileage at Purchase	1 year/12,000 miles	50,000	1 year/12,000 miles	65,000	1 year/12,000 miles	85,000	1 year/12,000 miles	100,000	2 years/24,000 miles	50,000	2 years/24,000 miles	70,000	3 years/36,000 miles	30,000	3 years/36,000 miles	50,000	3 years/36,000 miles	70,000	4 years/50,000 miles	50,000	4 years/50,000 miles	60,000	5 years/60,000 miles	50,000	<p>To fit your driving needs, you may choose from the following plans:†</p> <table border="1"> <thead> <tr> <th>Term and Mileage</th> <th>Maximum Mileage at Purchase</th> </tr> </thead> <tbody> <tr><td>1 year/12,000 miles</td><td>85,000</td></tr> <tr><td>1 year/12,000 miles</td><td>100,000</td></tr> <tr><td>2 years/24,000 miles</td><td>70,000</td></tr> </tbody> </table>	Term and Mileage	Maximum Mileage at Purchase	1 year/12,000 miles	85,000	1 year/12,000 miles	100,000	2 years/24,000 miles	70,000
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<b>Additional Benefits</b>	(see Platinum Plan “New Vehicles” for details)	(see Gold Plan “New Vehicles” for details)	(see Powertrain Plan “New Vehicles” for details)																																																												

† Coverage expires upon reaching your selected time or mileage of the coverage period, whichever occurs first. Plans feature \$0 or \$50 deductible options. Deductible applies to each eligible repair visit.

	CERTIFIED PLATINUM	CERTIFIED GOLD
<b>Eligibility</b>	Toyota Certified Used Vehicles at time of purchase or lease	Toyota Certified Used Vehicles at time of purchase or lease
<b>Coverage</b>	7 years from the date of first use or 100,000 total vehicle miles, whichever occurs first. This is the same time and mileage period covered by the Toyota Certified Used Vehicle Limited Warranty.†	7 years from the date of first use or 100,000 total vehicle miles, whichever occurs first. This is the same time and mileage period covered by the Toyota Certified Used Vehicle Limited Warranty.†
<b>Additional Benefits</b>	<p><b>Towing</b> Unlimited towing reimbursement to the nearest Toyota dealership.</p> <p><b>Substitute Transportation</b> \$50 per day for a maximum of five days per occurrence</p> <p><b>Travel Protection</b> \$100 per day for a maximum of five days over the life of the agreement</p> <p><b>Transferable</b> Transferability is limited to one time only</p>	<p><b>Towing</b> \$50 towing reimbursement to the nearest Toyota dealership</p> <p><b>Substitute Transportation</b> \$35 per day for a maximum of five days per occurrence</p> <p><b>Travel Protection</b> \$50 per day for a maximum of five days over the life of the agreement</p> <p><b>Transferable</b> Transferability is limited to one time only</p>
<b>Deductible</b>	\$0	\$50

† Coverage expires upon reaching the time or mileage of the coverage period, whichever occurs first. The deductible applies to each eligible repair visit. Please see your Toyota dealer for details on the Toyota Certified Used Vehicle Limited Warranty.

# Covered Components:

The parts listed on the following charts are examples of those covered under the TFS VSA and Certified VSA Plans.

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>AIR CONDITIONING / HEATING</b>			
Air Conditioning Lines and Tubes	•	•	
Air Temperature Control Programmer	•	•	
A/C Pressure Switches	•	•	
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	•	•	
<b>AUTOMATIC TRANSMISSION*</b>			
<i>Transfer Case Components (ALL internally lubricated components) and:</i>			
Hoses, Lines and Tubes	•	•	•
Seals and Gaskets	•	•	•
Shift Linkage and Cables	•	•	•
Solenoids	•	•	•
Torque Converter	•	•	•

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>AUTOMATIC TRANSMISSION* (continued)</b>			
Transfer/Transmission Case	•	•	•
Transmission Mounts	•	•	•
Vacuum Modulator	•	•	•
<b>AXLE ASSEMBLY COMPONENTS*</b>			
<i>(Front, Rear, Four-Wheel, and All-Wheel Drive): ALL internally lubricated components and:</i>			
4x4 Actuators	•	•	•
Axles and Bearings	•	•	•
Center Support Bearing	•	•	•
Constant Velocity Joints and Boots	•	•	•
Differential Carrier Assembly	•		
Drive Axle Housing	•	•	•
Drive Shaft	•	•	•
Front Drive Shift Lever Knob	•		
Hubs	•	•	•
Locking Hubs	•	•	•
Seals and Gaskets	•	•	•
Thrust Washers	•	•	•
Universal Joints	•	•	•
Viscous Coupling	•	•	•
<b>BRAKE COMPONENTS</b>			
Anti-lock Braking Actuator/ 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 Assembly	•		

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

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

## Covered Components: (continued)

The parts listed on the following charts are examples of those covered under the TFS VSA and Certified VSA Plans.

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>BRAKE COMPONENTS (continued)</b>			
Parking Brake Lever Subassembly	•		
Parking Brake Pedal Subassembly	•		
Proportioning Valve		•	
Rear Brake Backing Plate	•		
Seals and Gaskets	•	•	
Wheel Cylinders	•	•	
<b>COMPUTERS AND ELECTRONICS</b>			
Airbag Sensors	•		
Antenna Cord	•		
Anti-lock Braking/Traction Control Computer and Sensors	•	•	
Automatic Shoulder Belt Computer	•	•	
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 (ECU)	•	•	
Power Seat Computer	•	•	
Progressive Power Steering Computer	•	•	
Radio Tuner	•		
Side Impact Airbag	•		
Steering Sensor	•		

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>COMPUTERS AND ELECTRONICS (continued)</b>			
Stereo Component Amplifier	•		
Sunroof Control Computer and Relay	•	•	
Tape Player	•		
Tilt/Telescoping Steering Computer	•	•	
Traction Control Computer	•		
Trip Computer	•	•	
Variable Induction System	•		
Vehicle Security Computer and Sensor	•	•	
Wiper Module	•	•	
<b>COOLING SYSTEM</b>			
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	•		
<b>ELECTRICAL</b>			
Alternator	•	•	
Automatic-Off Headlamp Sensor, Timer and Switches	•	•	
Automatic Shoulder Belt Motor and Switches	•	•	
Automatic Temperature Control Unit	•	•	

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

## Covered Components: (continued)

The parts listed on the following charts are examples of those covered under the TFS VSA and Certified VSA Plans.

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>ELECTRICAL (continued)</b>			
Back-up Light Assembly	•		
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 Switches	•	•	
Cruise Control Vacuum Motor	•	•	
Defogger Relay	•	•	
Distributor	•	•	
Door Control Relay	•		
Engine Coolant Temperature Gauge and Sending Unit	•		
Engine Coolant Temperature Receiver Gauge and Sending Unit	•		
Engine Cooling Fan Motor	•	•	
Engine Tachometer	•		
Fog Light Assembly	•		
Fuel Gauge and Sending Unit	•		
Fuel Receiver Gauge and Sending Unit	•		
Guide Rail Limit Switch	•		
Headlamp Washer	•	•	
Headlight Control Relay	•		
Horn	•		
Horn (for theft deterrent)	•		
Ignition Coil	•	•	
Ignition Switch Lock Cylinder and Key Set	•		
Integration Relay	•		
Lamp Failure Indicator Sensor	•	•	

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>ELECTRICAL (continued)</b>			
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	•		
Side Marker Light Assembly	•		
Spark Plug Resistive Cord	•		
Speedometer	•		
Starter Motor	•	•	
Starter Solenoid	•	•	
Sunroof Cables	•		
Sunroof Motor	•	•	
Taillight Control Relay	•		
Turn Signal Flasher	•		
Turn Signal Light Assembly	•		
Unlock Warning Buzzer	•		
Windshield Washer Pump	•	•	
Windshield Wiper Link Assembly	•		
Wiper Control Relay	•		
Wiper Motor	•	•	
Wiring Harnesses	•		

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

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

## Covered Components: (continued)

The parts listed on the following charts are examples of those covered under the TFS VSA and Certified VSA Plans.

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>ENGINE COMPONENTS*</b>			
<i>ALL internally lubricated components and:</i>			
Air Control Valve (ACV)	•		
Air Pump	•		
Balance Shaft	•	•	•
Belt Tensioner	•		
Camshaft	•	•	•
Crankshaft	•	•	•
Crankshaft Pulley	•	•	•
Crankcase Ventilation Valve	•		
Cylinder Heads	•	•	•
Engine Block	•	•	•
Engine Mounts	•	•	•
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)	•		

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>ENGINE COMPONENTS* (continued)</b>			
Piston	•	•	•
Rotary engine components including: Apex Seal, Bearings, Eccentric Shaft, Rotor	•	•	•
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 Chain	•	•	•
Timing Cover	•	•	•
Timing Gears	•	•	•
Turbo Intercooler	•	•	•
Turbo Wastegate	•	•	•
Turbocharger	•	•	•
Vacuum Switch	•		
Vacuum Switching Valve	•		
Vacuum Transmitting Valve	•		
Valve Covers	•	•	•
Water Pump	•	•	•
<b>FUEL SYSTEM</b>			
Air Flow Meter	•	•	
Carburetor	•	•	
Charcoal Canister	•		
Diesel Fuel Injection Pump	•	•	
Electronic Fuel Injection System	•	•	
Electric Fuel Pump	•	•	

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

## Covered Components: (continued)

The parts listed on the following charts are examples of those covered under the TFS VSA and Certified VSA Plans.

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>FUEL SYSTEM (continued)</b>			
Fuel Filler Opening Lid Hinge Spring	•		
Fuel Injectors	•	•	
Fuel Pressure Regulator	•	•	
Fuel Pump**	•	•	
Fuel Sensors	•	•	
Fuel Tank	•	•	
Fuel Sending Unit	•	•	
Throttle Body	•	•	
<b>HYBRID COMPONENTS</b>			
Battery Current Sensor	•	•	
Battery Electronic Sensor	•	•	
Battery Electronic Control Unit/Module	•	•	
Battery Thermistor	•	•	
Blower Assembly	•	•	
Blower Control Fan	•	•	
Blower Motor Control	•	•	
Circuit Breaker Sensor	•	•	
Combination Meter	•	•	
Electric Power Steering ECU	•	•	
Engine Control Module (ECM)	•	•	
HV Battery Cooling System	•	•	
Hybrid Vehicle Electronic Control Unit (ECU)/Control Module	•	•	
Hybrid Vehicle Generator Assembly	•	•	•
Hybrid Vehicle Motor Assembly	•	•	•
Hybrid Vehicle Transaxle Assembly	•	•	•
Inverter Assembly with Converter	•	•	
Meter ECU	•	•	
Parking Switch	•	•	
Power Source Control ECU	•	•	
Shift Control Actuator	•	•	
Shift Position Sensor	•	•	
Skid Control ECU	•	•	

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>HYBRID COMPONENTS (continued)</b>			
Smart Entry and Start System	•	•	
Steering Column	•	•	
Steering Link Assembly	•	•	
Stop Light Switch	•	•	
Transmission Control ECU	•	•	
Transmission Damper Assembly	•	•	•
<b>MANUAL TRANSMISSION*</b>			
<i>Transfer Case Components (ALL internally lubricated components) and:</i>			
Clutch Master Cylinder	•	•	•
Clutch Pedal Subassembly	•		
Clutch Release Cylinder	•	•	•
Control Position Indicator Subassembly	•		
Gears and Shafts	•	•	•
Hoses, Lines and Tubes	•	•	•
Master Cylinder Reservoir	•		
Radial Ball Bearing (for Clutch Release) and/or Clutch Fork	•		
Seals and Gaskets	•	•	•
Shift Lever Boot and/or Retainer	•		
Shift Lever Knob	•		
Shift Lever Subassembly	•		
Shift Linkage and Cables	•	•	•
Transmission Mounts	•	•	•
Transfer/Transmission Case	•	•	•
<b>STEERING COMPONENTS</b>			
<i>Gear Box internal components and:</i>			
Bushings/Bearings	•	•	
Center Link	•	•	
Hoses, Lines, and Tubes	•	•	
Horn Contact Ring	•		
Idler Arm	•	•	
Knuckle Stopper Cover	•		
Pitman Arm	•	•	

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

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

## Covered Components: (continued)

The parts listed on the following charts are examples of those covered under the TFS VSA and Certified VSA Plans.

Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>STEERING COMPONENTS (continued)</b>			
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 COMPONENTS

(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 Shackles	•		
Radius Arm	•	•	
Spindle	•	•	
Spindle Support	•	•	
Steering Knuckle	•	•	
Strut Rod	•		
Sway Bar Link	•	•	
Torsion Bar Spring	•		
Upper and Lower Ball Joints	•	•	
Upper and Lower Control Arms	•	•	
Upper Arm Shaft	•		

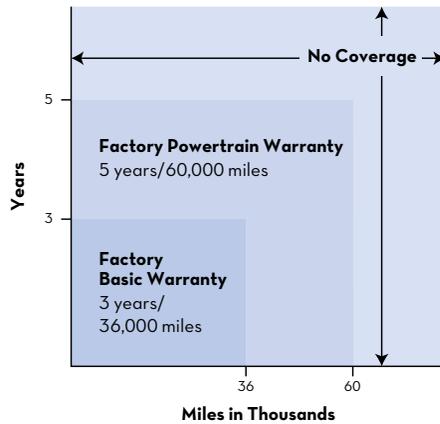
Description	Platinum/ Platinum Certified	Gold/ Gold Certified	Powertrain
<b>ADDITIONAL COMPONENTS</b>			
Accelerator Pedal and/or Bracket Subassembly	•		
Accelerator Pedal Rod Assembly	•		
Back Door Lock Assembly	•		
Convertible Roof Hook	•		
Door Lock Cylinder	•		
Front and Rear Door Lock Assembly	•		
Front Seat Belt	•		
Glove Compartment Door Lock Cylinder	•		
Glove Compartment Door 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	•		

### List of excluded items for the Platinum and Certified Platinum Plans:

Accessory Drive Belts; Batteries; Body Panels; Brake Linings, Pads, and Shoes; Bumpers; Carpet; Chrome; Clutch Friction Disc and Pressure Plate; Dash Cover and Pad; Door Trim, Handles, and Fabric; Filters; Fluids; Glass (including Windshield); Headliner; Heating Hoses, Lines and Tubes; Hybrid System Main Relays; Hybrid Vehicle Battery; Hybrid Vehicle Battery Module/Pack; Hinges; Hoses; Interior and Exterior Trim Moldings, including but not limited to Cup Holders, Ashtrays, Covers, and Vents; Lamps; Light Bulbs; Nuts, Bolts, Clips, Retainers, and Fasteners; Paint; Rotors and Drums; Rust and Corrosion Damage; Seat Covers; Service Plug; Sheet Metals; Shiny Metals; Spark Plugs; Structural Framework and Wells; Tires; Vacuum Hoses, Lines and Tubes; Weather Stripping; Wheels and Rims; Windshield Wiper Blades (Rubber component)

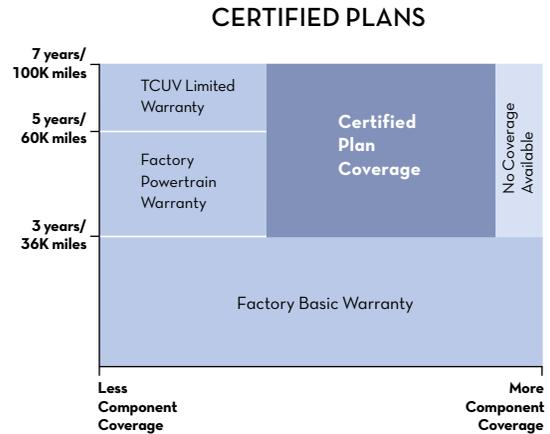
# Example of Warranty Coverages

Do you know where your vehicle's factory warranties end and where you are left unprotected?



Coverage for Factory Basic and Powertrain Warranty

This is an example of how much more coverage the Certified plans provide over the Toyota Certified Vehicle Limited Warranty.





**Our goal is to save you time and provide you with peace of mind so you can do the things that matter most.** The full line of vehicle protection plans, as well as finance and lease options, provide the value, service and quality that you've come to expect from Toyota Financial Services.

**Simplify your life. Toyota Financial Services.**



