[redacted] GST

7380-29572

TOY-RQ-05E-00000001

TOYOTA

TRANSMITTAL MEMO

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
P.O. Box 2722
Torrance, CA 90509-2722
310-468-4000
310-468-7800 Fax

April 13, 2000

TO: **Kurt Kern**
HARTLINE, DACUS, DREYER & KERN
2626 Cole Avenue, Suite 800
Dallas, TX 75204

VIA:
X UPS Delivery
Regular Mail
Interoffice Mail
Hand Delivery
Fax
Pickup

RE: [redacted] v. TMS

CONFIDENTIALITY NOTICE: The document(s) accompanying this transmittal is confidential and the property of the sender. The information is privileged and is intended only for the use of the addressee.

ENCLOSURE:

Correspondence
Pleading
X Original
Draft
Copy
Diskette

REQUESTED ACTION:

As Discussed
X As Requested
For your information/file
Please call to discuss
Please call if you have comments
Please sign & return
Other

NOTE: "Texas Department of Transportation Notice of Hearing on the above matter."

FROM:
Lorraine Frank
Secretary to Karen Rigberg
Direct Line: (310)618-5135
Direct Fax: (310)618-7808

Texas Department of Transporta

MOTOR VEHICLE DIVISION
CONSUMER AFFAIRS SECTION
P. O. BOX 2293
AUSTIN, TX 78768-2293

RETURN RECEIPT REQUESTED

CERTIFIED MAIL

7099 3220 0005 9870 8367

Don't mess with Texas

U.S. POSTAGE

TOYOTA INSPECTED

MS. HOLLY PICKLE
SENIOR ARBITRATION ADMINISTRATOR
LEXUS DIVISION OF TOYOTA MOTOR SALES
POST OFFICE BOX 2991, DEPT L202
TORRANCE, CA 90509-2991

TOY-RQ-05E-00000003

Texas Department of Transportation

MOTOR VEHICLE DIVISION o CONSUMER AFFAIRS SECTION o P.O. BOX 2293 o AUSTIN, TEXAS 78768
(512) 416-4800 o LEMON LAW INFORMATION (800) 622-8682 o FAX (512) 416-4850

March 31, 2000

LEXUS
APR 05 2000
CUSTOMER SATISFACTION ADMINISTRATION

[redacted]
Houston, TX [redacted]

Ms. Holly Pickle
Senior Arbitration Administrator
Lexus Division of Toyota Motor Sales
Post Office Box 2991, Dept L202
Torrance, CA 90509-2991

RE: [redacted] **Complainant v.**
LEXUS DIVISION OF TOYOTA MOTOR SALES, Respondent
DOCKET NO. 000390

Dear [redacted] and Ms. Pickle:

A hearing in this case, pursuant to Section 6.07 (repurchase/replacement) of the Texas Motor Vehicle Commission Code, ("Lemon Law") is scheduled for **8:30 a.m., Thursday, May 25, 2000.** The hearing will be held at the **Texas Department of Transportation District Office** located at **7721 Washington Avenue, Houston, Texas.** Call (713) 802-5085 for further directions if needed. **Please be advised that this hearing is subject to change during the week of May 22 - 26, 2000.**

Enclosed is a copy of Section 6.07 and the Motor Vehicle Board's rules under this Section. Also enclosed is a copy of the Warranty Performance Complaint and Request for Hearing.

The hearing will be informal. It is not essential that you be represented by an attorney, but you have the right to such representation. You may wish to obtain your attorney's advice on this matter. If you plan to be represented by an attorney, you must notify the Motor Vehicle Board at least five days prior to the hearing and send copies of the notice to the other parties in this case. Failure to do so is grounds for a postponement of the hearing.

A request for a postponement of the hearing should be made immediately, in writing (by facsimile, if possible). You must send a copy of the request to the other parties. Postponements are granted only for good cause which must be clearly stated in the request.

Enclosed is a blank "List of Agreed Facts." The items in this statement are usually not contested. When the parties agree to these basic facts, there is no need to take evidence on those items at the hearing. Complainant should fill out the statement **prior** to the hearing and bring it with them. Before the hearing, it will be presented to the Respondent's representative who may agree to all, part, or none of the statement.

The Complainant must come to the hearing prepared to prove these facts because the Respondent's representative may not agree with all of them. The Complainant may prove them with testimony or exhibits, including a sales contract, tax receipts, warranty documents, an owner's manual, and correspondence with the manufacturer. Please bring the original and two copies of each document you plan to introduce into evidence.

If you have any questions regarding this matter, please feel free to contact your Consumer Advisor, Robert Shrawder at (512) 416-4868.

Sincerely,

Melvin E. Mills
Administrative Law Judge

MEM:sr

Enc. 1) Notice of Hearing
2) List of Agreed Facts
3) Warranty Performance Complaint/Request for Hearing w/attach.
4) Lemon Law Information packet
5) TMVC Lemon Law Rules

CERTIFIED MAIL
RETURN RECEIPT REQUESTED Nos. 7099 3220 0005 9870 8384/ 7099 3220 0005 9870 8391
Copy to Complainant by regular mail also

TEXAS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE BOARD

MR. ROBERT IRVING BOWERS,	§	
Complainant	§	
	§	
v.	§	**DOCKET NO. 000390**
	§	
LEXUS DIVISION OF TOYOTA	§	
MOTOR SALES,	§	
Respondent	§	

NOTICE OF HEARING

Pursuant to a written complaint and request for hearing filed with the Texas Department of Transportation, Motor Vehicle Board by the above-named Complainant, a copy of which is attached hereto, and under the authority of Section 6.07(e) of the Texas Motor Vehicle Commission Code, the Division has scheduled a hearing on the subject complaint to be held **May 25, 2000** at **8:30 a.m.**, at the **Texas Department of Transportation District Office** located at **7721 Washington Avenue, Houston, Texas** for the purpose of receiving testimony and other evidence from the parties, to determine whether the Respondent has failed to conform the Complainant's vehicle to the express warranty applicable to the said vehicle by failing to repair or correct defects or conditions which substantially impair the use or market value of the vehicle after a reasonable number of attempts, as alleged by Complainant, and to determine whether Complainant is entitled to relief as provided by Sections 6.07(b) or 6.07(c) of the Texas Motor Vehicle Commission Code.

DATE: **March 31, 2000**

L. David Brunke
Director-Consumer Affairs

LIST OF AGREED FACTS
DOCKET NO. 000390

IMPORTANT: PLEASE BRING THE ORIGINALS PLUS 2 COPIES OF ALL DOCUMENTS YOU PLAN TO SUBMIT TO PROVE YOUR CASE.

1. Complainant/Owner: _____

2. Manufacturer, converter or distributor (not the dealer):

   _____

3. Year, make and model of vehicle: _____

4. Date of purchase/delivery: _____

5. Price of vehicle: $_____

   plus taxes: _____

   title and registration: _____

   documentary fee: _____

   other fees: _____

   less rebate: <_____>

   Total purchase price: $_____

6. What was the duration of the manufacturer's express warranty that came with the vehicle?

   Basic Warranty: _____ Months _____ Miles

   Powertrain Warranty: _____ Months _____ Miles

   Emissions Defect Warranty: _____ Years _____ Miles

   Safety Restraint Warranty: _____ Years _____ Miles

7. Service contract? Yes _____ No _____ Price: $_____

   Coverage: _____ Months _____ Miles

   Name of company that issued the service contract, **NOT** the name of the vehicle dealer:

   _____

8. Date complaint filed with MVD: _____ Was the $35.00 fee paid? _____

9. Date manufacturer (**not** the dealer) first learned of the alleged defects: _____

10. Date manufacturer (**not** the dealer) was given **written** notice of the alleged defects (attach copy of the notice sent): _____

11. When did the dealer, manufacturer, or converter have the vehicle for repair, **after** manufacturer learned of the alleged defect?: _____

12. Date and mileage at first repair of defect(s) listed on "Request for Hearing" form:

    _____

TO BE SIGNED BY ALL PARTIES AT TIME OF HEARING:

Agreed to: _____ **Date** _____

_____ **Date** _____

_____ **Date** _____

RECEIVED
FEB 11 2000
TEXAS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLES DIVISION

LEMON LAW COMPLAINT/REQUEST FOR HEARING

PLEASE COMPLETE ENTIRE FORM
INCOMPLETE FORMS WILL BE RETURNED

NAME:	[redacted]		
STREET ADDRESS:	[redacted]		
CITY:	Houston	STATE: TX	[redacted]
WORK PHONE:	[redacted]	HOME PHONE: [redacted]	FAX #:

CHECK ALL THAT APPLY: (X) NEW ( ) USED ( ) DIESEL ( ) DEMO ( ) PROGRAM ( ) LEASED ( ) CONVERTER

YEAR: 1998	MFG/MAKE: 65300 Lexus		MODEL: 65300
VIN #: JT8BD68S2W[redacted]	DATE PURCHASED: 3-2-98		
MILEAGE: CURRENT: 13549	AT DELIVERY: 8	DATE 24,000 MILES REACHED:	

(The mileage requirements do not apply to TRVs)

CONVERTER CO:	
LEASE CO:	
LEASE COMPANY ADDRESS:	
SELLING DEALER: Westside Lexus	CITY: Houston
SERVICING DEALER: 1) Westside Lexus	CITY: Hou.
2)	CITY:
3)	CITY:
DEALER ADDED OPTIONS:	17" Wheels, Spoiler, Tint, Stripe

WARRANTY COVERAGE: (obtain from owners manual)					
( )	Basic:	48	MONTHS/	50,000	MILES
( )	Powertrain:	72	MONTHS/	70,000	MILES
( )	Safety Restraint:	72	MONTHS/	70,000	MILES
( )	Emission Warranties:				
	All parts:	96	MONTHS/	80000	MILES
	Specified parts:	96	MONTHS/	80,000	MILES

I am the owner or lessee of the vehicle and the following defects were reported during the warranty period and continue to exist.
State defects clearly. This MUST be completed on this form. If you must use an additional sheet list only additional defects on that page.

1. Unintended Accelleration - vehicle jumps from 2-10MPH
2. No Accelleration - sometimes no Acc. when pushing gas pedal
3.

The selling dealer furnished me a copy of the lemon law. ( ) YES (X) NO

I have written the manufacturer, converter or distributor of the vehicle, (THE MAKER OF THE VEHICLE, *NOT* THE DEALER) on 1-27-2000 (date), informing them of the problem(s). ( ) YES ( ) NO

IF NOT, PLEASE SEND A LETTER TO THE MANUFACTURER, CONVERTER OR DISTRIBUTOR AS SOON AS POSSIBLE (CERTIFIED MAIL IS SUGGESTED), AND SEND A COPY OF THE LETTER TO US.

Has the vehicle been inspected by a factory representative? (X) YES ( ) NO

JO3077 FEB 1000 VL-35-00 Lett 3531

If yes, please state the date of inspection, location of inspection, and by whom it was inspected, as well as the outcome of the inspection. Use separate sheet if necessary.

DATE:	LOCATION:	BY WHOM:
1998-1991	Westside Lexus	Service Dept

OUTCOME: Car has been in the shop AT least 12 times. Lexus has changed computer & transmission. Car still suffers from periodic unintended accelleration and/or lack of acceleration from stop.

WHAT REMEDY ARE YOU SEEKING?: ( ) REPURCHASE (X) REPLACEMENT or just ( ) REPAIRS

Replace vehicle with brand new vehicle

List below incidental expenses you are claiming for repair of defects which should have been covered by manufacturer's warranty, towing, rental cars, mail charges, telephone calls, and lodging and meals because of the loss of use of your vehicle. (Please attach copies of all receipts.)

Tollway $26.00, Depreciation if applicable $15,500, lack of use $3,000.00

Type of Reimbursement	Amount	Date of Expense

Please return this form with the following attachments: (PLEASE NO ORIGINALS)

(Forms returned incomplete and/or without the information requested below will be returned. This delay could result in a complaint being rejected due to untimely filing.)

1. Purchase order or sales contract.
2. Repair order.
3. Extended service contract, if applicable.
4. Lease agreement, if applicable.
5. Other relevant information.
6. IF YOU ARE SEEKING REPURCHASE OR REPLACEMENT OF YOUR VEHICLE, you must send this form and the items requested with your check or money order payable to:

   Motor Vehicle Division in the amount of $35.00 (NO CASH) to the following address:

   Motor Vehicle Division, Consumer Affairs Section, Post Office Box 13044, Austin, Texas 78711-3044

7. IF YOU ARE SEEKING REPAIRS ONLY, you must send this form and items requested to the following address: Motor Vehicle Division, Consumer Affairs Section, Post Office Box 2293, Austin, Texas 78768-2293

I am also requesting a hearing on my complaint.

SIGNATURE	[redacted]	DATE:	2-7-2000
SOCIAL SECURITY #:	[redacted]	(Necessary to process filing fee)	35.00

CONSUMER: PLEASE READ VERY CAREFULLY
NOTICE TO CONSUMER

A reference to the "commission" or the Texas Motor Vehicle commission means the Motor Vehicle Board of the Texas Department of Transportation.

A reference to the "Executive Director" or the Executive Director of the Texas Motor Vehicle Commission means the Director of the Motor Vehicle Board of the Texas Department of Transportation.

A reference to the "Hearings Examiner" also means an Administrative Law Judge.

TOY-RQ-05E-0000011

Texas Department of Transportation
MOTOR VEHICLE DIVISION : CONSUMER AFFAIRS SECTION ♦ P.O. Box 2293 ♦ Austin, Texas 78768
(512) 416-4800 ♦ LEMON LAW INFORMATION (800) 622-8682 ♦ FAX (512) 416-4850

NOTICE REGARDING SUBPOENAS

If you wish to subpoena witness(es) residing in Texas and within 100 miles of the hearing site, please follow this procedure fifteen (15) days prior to hearing date to avoid jeopardizing your rights.

You may require a witness(es) to bring needed records to the hearing. Please provide the following information to this office for preparation of subpoenas.

1. Name and physical address of witness(es) (No box numbers)
2. Submit $10.00 fee per witness. (Payment for their services)
3. Submit witness fees for mileage, to and from hearing, if witness must travel more than 25 miles to the hearing site. ***(Call (512) 416-4800 to get the correct amount needed for each subpoena.)***
4. Give a reason why the witness(es) should be subpoenaed, i.e., I did not receive all my repair orders; This person has been the one to do all the work on my vehicle and knows all my problems.

Motor Vehicle Division will return the subpoena's to you by express mail (COD). You must have a constable, sheriff's department or process server serve these, which is an **additional expense** for you.

If you have additional questions regarding subpoena's please call (512) 416-4878 or (512) 416-4800.

W:\home\jmaynard\subpoena.not

NOTICE TO CONSUMERS

Although a lemon law hearing is informal, it is a legal proceeding and you are required to prove your case. **Please read this page carefully so that you will be able to prepare your case for presentation. In addition, please view the video tape on the Lemon Law, which was provided to you earlier.** The Docket Coordinator will be contacting you by telephone to answer any questions you may have.

1) Note the date, time and location of the hearing site. Call ahead to inquire about parking (location, cost, etc.).

2) You may **subpoena a witness(es) residing in Texas and within 100 miles of the hearing site, if good cause is shown**. In addition, you may require a witness to bring needed records. To request a subpoena, please provide the name and address of the witness(es), state why you need the witness(es) or document(s), the Subpoena Clerk will then compute the mileage and witness fee amounts and advise you of the amount you must send to the Motor Vehicle Division for the subpoenas. Do not send money until the Subpoena Clerk advises you of the proper amount. (Please send your fees to Texas Department of Transportation, Post Office Box 2293, Austin, Texas 78768-2293). We recommend that you overnight mail (FedEx, Airborne, Etc.) to Motor Vehicle Division, 200 East Riverside Drive, Bldg. 150, 2nd Floor, South Tower, Austin, Texas 78704 and we will COD return by overnight, so be sure and give us your daytime address. Also you will need to have a constable or sheriff's department serve these for you, which will be an additional expense for you. For more information regarding subpoenas, including the **good cause** requirement, or on requesting records from a party, i.e. manufacturer, call the Docket Coordinator immediately.

3) Plan to bring your vehicle to the hearing. If there is any reason why you cannot bring it, you must notify the Docket Coordinator immediately.

4) If you are going to have an attorney represent you at the hearing, you must inform all parties in writing (the Manufacturer and our agency) at least five days prior to the hearing. The Manufacturer must inform you as well.

5) **REMEMBER:** When corresponding with the Motor Vehicle Division, you **MUST** also send a copy of the correspondence to the other party or parties.

6) Complete the enclosed "List of Agreed Facts". This is an important document because it will contain many of the basic facts needed to prove your case at the hearing, for example, warranties, sales price, etc.

7) The attached "Lemon Law Repair Log" will assist you in organizing and presenting your case at the hearing. Please fill it out.

8) Bring 3 sets of all documents you plan to present at the hearing, including the "List of Agreed Facts" and "Lemon Law Repair Log". One set will be for the Hearings Examiner/Administrative Law Judge (ALJ), the second for the Manufacturer, and the third set, the originals, you may keep.

9) **The following are requirements that must be proven in order to win a lemon law hearing case. Please pay particular attention to Sections e and g.**
   a) You purchased a new motor vehicle and you still own it at the time of the hearing.
   b) You reported a defect or condition in the vehicle during the warranty period.

c) You filed your lemon law complaint within the time limit and paid the filing fee.

d) You gave the Manufacturer, Distributor or dealer a reasonable number of attempts to fix the defect or condition. (See Section 6.07(c) and (d)).

e) You mailed or someone in your behalf mailed written notice of the defect to the **MANUFACTURER OR DISTRIBUTOR** and they had a chance to fix it.

f) The defect or condition is still present.

g) The defect or condition "substantially impairs" the use or market value of the vehicle or creates a serious safety hazard. While most defects impair the market value of your vehicle (for example, a chip in the paint), the lemon law states you must prove that the defect "substantially impairs" its value or your ability to use it. Failure to prove that the defect "substantially" impairs use or value of the vehicle will result in your losing the case.

10) The hearing itself is conducted as follows:

a) "List of Agreed Facts" is discussed and admitted into evidence.

b) All parties are placed under oath.

c) Consumer presents his/her case, discussing earliest complaints and repair attempts first. This should take 1 1/2 hours or less. While the consumer is talking, the Manufacturer may not interrupt, except for objecting to evidentiary matters.

d) When consumer ends, Manufacturer asks follow-up questions of consumer.

e) Manufacturer presents their case. Their position may be that the defect does not exist, it was repaired, it does not substantially impair use or market value, or it was caused by owner neglect or abuse. While manufacturer is speaking, consumer may not interrupt except to make evidentiary objections, but should take notes.

f) When Manufacturer ends, consumer asks follow-up questions.

g) Inspection and test drive of the vehicle is conducted; description of what occurred is put on the tape by the Hearings Examiner/ALJ and parties.

h) Closing statements-last opportunity for the parties to sum up their positions and try to persuade the Examiner/Judge to grant or deny relief. Once the hearing is over, **NO NEW EVIDENCE MAY BE SUBMITTED** unless a party asks for and gets special permission from the Hearings Examiner/ALJ to keep the record open.

11) Hearings Examiner/ALJ returns to Austin to write a decision in which he or she decides what relief, if any, consumer should get. All parties receive a copy of the decision.

12) You are not to discuss your case with the Hearings Examiner/ALJ unless the Manufacturer is included. If you want to discuss or check on the progress of your case, please call the Docket Coordinator at (512) 416-4868.

Updated April 13, 1998

jmaynard\noh.rules

NOTICE TO RESPONDENT

The hearing is a legal proceeding, and you must prove any assertions you make. Be prepared to give a presentation that includes all the evidence you want to submit. You should submit the best evidence: if a representative has inspected the vehicle or been involved in repairs, he should testify at the hearing.

You are expected to cooperate with the complaint if an inspection and test drive needs to be made before the hearing. If there are problems arranging an inspection and test drive, the Administrative Law Judge may instruct you how to proceed and you will be expected to comply.

You are not to discuss the case with the Administrative Law Judge unless the Complainant is also included in the conversation. If you want to discuss the case or check on its progress, another member of the staff will help you.

TEXAS MOTOR VEHICLE COMMISSION CODE
(ARTICLE 4413(36) VERNON'S TEXAS CIVIL STATUTES)

Warranty Performance Obligations

Section 6.07

(a) In addition to the other powers and duties provided for in this Act, the Board shall cause manufacturers, converters, and distributors to perform the obligations imposed by this section. In this section "owner" means a person who: (1) purchased a vehicle at retail from a licensee and is entitled to enforce the terms of a manufacturer's warranty with respect to the vehicle; (2) is a lessor or lessee, other than a sublessee, who purchased or leased the vehicle from a licensee; or (3) is the transferee or assignee of any of the persons described in Subdivisions (1) or (2) of this subsection if the transferee or assignee is a Texas resident and is entitled to enforce the terms of a manufacturer's warranty.

(b) If a new motor vehicle does not conform to all applicable manufacturer's, converter's, or distributor's express warranties, the manufacturer, converter, or distributor shall make the repairs necessary to conform the vehicle to the applicable express warranties, notwithstanding that the repairs are made after the expiration of the warranties, if: (1) the owner or the owner's designated agent reported the nonconformity to the manufacturer, converter, or distributor, its agent, or its franchised dealer during the term of such express warranties; or (2) a rebuttable presumption relating to the vehicle was created under Subsection (d) of this section. This section does not in any way limit the remedies available to an owner under a new motor vehicle warranty that extends beyond the provisions of this section.

(c) If the manufacturer, converter, or distributor is unable to conform the motor vehicle to an applicable express warranty by repairing or correcting any defect or condition which creates a serious safety hazard or substantially impairs the use or market value of the motor vehicle after a reasonable number of attempts, the manufacturer, converter, or distributor shall (1) replace the motor vehicle with a comparable motor vehicle; or (2) accept return of the vehicle from the owner and refund to the owner the full purchase price less a reasonable allowance for the owner's use of the vehicle and any other allowances or refunds payable to the owner. In this section, "impairment of market value" means a substantial loss in market value caused by a defect specific to the vehicle. In addition to replacing the vehicle or refunding the purchase price, the manufacturer, converter, or distributor shall reimburse the owner for reasonable incidental costs resulting from loss of use of the motor vehicle because of the nonconformity or defect. As necessary to promote the public interest, the Commission by rule shall define the incidental costs that are eligible for reimbursement, shall specify other requirements necessary to determine an eligible cost, and may set a maximum amount that is eligible for reimbursement, either by type of eligible cost or a total for all costs. Refunds shall be made to the owner and lienholder, if any, as their interests may appear. A reasonable allowance for use shall be that amount directly attributable to use of the motor vehicle when the vehicle is not out of service for repair. An order to refund or to replace may not be issued by the Executive Director against a manufacturer, converter, or distributor unless the manufacturer, converter, or distributor has been mailed prior written notification of the alleged nonconformity or defect from or on behalf of the owner and has been given an opportunity to cure the alleged defect or nonconformity. In any hearing before the Executive Director under this section, a manufacturer, converter, or distributor may plead and prove as an affirmative defense to the remedies provided hereunder that (1) the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle; or (2) the nonconformity does not substantially impair the use or market value of the motor vehicle. In this section, "serious safety hazard" means a life-threatening malfunction or nonconformity that substantially impedes a person's ability to control or operate a motor vehicle for ordinary use or intended purposes or that creates a substantial risk of fire or explosion.

(d) There is a rebuttable presumption that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties if (1) the same

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nonconformity has been subject to repair four or more times by the manufacturer, converter, or distributor, its agent, or its franchised dealer and two of the repair attempts have been made within a period of 12 months following the date of original delivery to an owner, or 12,000 miles, whichever occurs first, and the other two repair attempts occur within the 12 months or 12,000 miles immediately following the date of the second repair attempt, whichever occurs first, but such nonconformity continues to exist; (2) the same nonconformity creates a serious safety hazard and has caused the vehicle to have been subject to repair two or more times by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer, and at least one attempt to repair the nonconformity was made in the period of 12 months or 12,000 miles, whichever occurs first, and at least one other attempt made in the period of 12 months or 12,000 miles after the first repair attempt, whichever occurs first, but the nonconformity continues to exist; or (3) the vehicle is out of service for repair for a cumulative total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, and at least two repair attempts were made in the first 12 months or 12,000 miles immediately following the date of original delivery to an owner and a nonconformity still exists that substantially impairs the vehicle's use or market value. The initial 12-month period or 12,000 mile limit, the subsequent 12-month period or 12,000 mile limit, and the 30-day period shall be extended by any period of time during which repair services are not available to the owner because of a war, invasion, strike or fire, flood, or other natural disaster. During any period of time that the manufacturer or distributor lends a comparable motor vehicle to the owner during the time the vehicle is being repaired by a franchised dealer, the 30-day period provided for in this subsection is tolled.

(e) (1) The Board shall adopt rules for the enforcement and implementation of this section.

(2) The Director shall, in accordance with rules adopted by the Board, conduct hearings and issue final orders for the enforcement and implementation of this section. Orders issued by the Director under this section are considered final orders of the Board.

(3) Except as provided by Subdivision (6) of this subsection, the provisions of this section are not available to an owner in an action seeking a refund or replacement based upon the alleged nonconformity of a motor vehicle to an express warranty applicable to the motor vehicle unless the owner has first exhausted the administrative remedies provided herein.

(4) The provisions of this section are not available to a party in an action against a seller under Chapter 2 or Chapter 17, Business & Commerce Code, as amended.

(5) Except as provided by Subdivision (6) of this subsection, the provisions of this section are available in an action against a manufacturer, converter, or distributor brought under Chapter 17, Business & Commerce Code, after the owner has exhausted the administrative remedies provided by this section.

(6) If, after a complaint has been filed under this section, the Hearing Examiner has not issued a proposal for decision and recommended to the Director a final order before the expiration of the 150th day after the date the complaint was filed, the Director shall, in writing sent by certified mail, so inform the complainant and the manufacturer, converter, or distributor of the expiration of the 150-day period and of the complainant's right to file a civil action. The Board shall extend the 150-day period if a delay is requested or is caused by the complainant.

(7) After receipt of the notice of the right to file a civil action, the complainant may file a civil action against one or more of the persons complained of in the complaint.

(8) A failure by the Board to issue a notice of the right to file a civil action does not affect a complainant's right to bring an action under this Act.

(9) Any party to a proceeding under this section before the Director that is affected by a final order of the Director is entitled to judicial review of the order under the substantial evidence rule in a District Court of Travis County, Texas. The judicial review is subject to Chapter 2001, Government Code, except to the extent that that Act is inconsistent with this Act.

(f) This section does not limit the rights or remedies otherwise available to an owner under any other law.

(g) In a hearing under this section, the Director shall make its order with respect to responsibility for payment of the cost of any refund or replacement and no manufacturer, converter, or distributor may cause any franchised dealer to pay directly or indirectly any sum not specifically so

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ordered by the Director. If the Director orders a manufacturer, converter, or distributor to refund or replace a motor vehicle because it meets the criteria set forth in this section, the Director may order the franchised dealer to reimburse the owner, lienholder, manufacturer, converter, or distributor only for items or options added to the vehicle by the franchised dealer and only to the extent that one or more of such items or options contributed to the defect that served as the basis for the Director's order of refund or replacement. In a case involving a leased vehicle, the Director may terminate the lease and apportion the allowance for use and other allowances or refunds between the lessee and lessor of the vehicle.

(h) A proceeding brought under this section shall be commenced within six months following the earlier of (1) expiration of the express warranty term or (2) 24 months or 24,000 miles following the date of original delivery of the motor vehicle to an owner.

(i) A contractual provision that excludes or modifies the remedies provided for in this section is prohibited and shall be deemed null and void as against public policy unless the exclusion or modification is done with respect to a settlement agreement between the owner and the manufacturer, converter, or distributor.

(j) (1) A manufacturer, distributor, or converter that has been ordered to repurchase or replace a vehicle shall, through its franchised dealer, issue a disclosure statement stating that the vehicle was repurchased or replaced by the manufacturer, distributor, or converter under this section. The disclosure statement must accompany the vehicle through the first retail purchase. The manufacturer, distributor, or converter must restore the cause of the repurchase or replacement to factory specifications and issue a new 12-month, 12,000-mile warranty on the vehicle. The disclosure statement must include a toll-free telephone number of the Board that will enable a purchaser of a repurchased or replaced vehicle to obtain information about the condition or defect that was the basis of the order for repurchase or replacement. The Board shall adopt rules for the enforcement of this subdivision.

(2) The Board shall provide a toll-free telephone number for providing information to persons who request information about a condition or defect that was the basis for repurchase or replacement by an order of the Director. The Board shall maintain an effective method of providing information to persons who make the requests.

(k) The Commission shall publish an annual report on the motor vehicles ordered repurchased or replaced under this section. The report must list the number of vehicles by brand name and model and include a brief description of the conditions or defects that caused the repurchase or replacement. The Commission shall make the report available to the public. The Commission may charge a reasonable fee to recover the cost of the report.

(l) Information filed with the Board under this section is not a public record and is not subject to release under the open records law, Chapter 552, Government Code, until the complaint is finally resolved by order of the Board.

Note: **Amended by Chapter 501, Acts of the 72nd Legislature, Regular Session, 1991, effective June 13, 1991; amended by House Bill 9, 72nd Legislature, 1st Called Session, 1991, effective September 1, 1992; amended by House Bill 222, 72nd Legislature, 1st Called Session, 1991, effective September 1, 1991; amended by Chapters 345 and 357, Acts of the 74th Legislature, Regular Session, 1995, effective June 8, 1995; amended by House Bill 3092, Acts of the 76th Legislature, Regular Session, 1999, effective June 19, 1999; amended by House Bill 2537, Acts of the 76th Legislature, Regular Session, 1999, effective September 1, 1999.**

TOY-RQ-05E-00000018

TEXAS MOTOR VEHICLE COMMISSION CODE
(ARTICLE 4413(36) VERNON'S TEXAS CIVIL STATUTES)

Section 3.08 (i)

(i) The owner of a motor vehicle or the owner's designated agent may make a complaint concerning defects in a motor vehicle which are covered by a manufacturer's, converter's, or distributor's warranty agreement applicable to the vehicle. Any such complaint must be made in writing to the applicable dealer, manufacturer, converter, or distributor and must specify the defects in the vehicle which are covered by the warranty. The owner may also invoke the Board's jurisdiction by sending the Board a copy of the complaint. A hearing may be scheduled on all complaints arising under this subsection which are not privately resolved between the owner and the dealer, manufacturer, converter, or distributor.

WARRANTY REPAIR LOG

_____

Complainant's Name

THIS MUST BE COMPLETED PRIOR TO THE HEARING, AS IT WILL ASSIST YOU IN ORGANIZING AND PRESENTING YOUR CASE.

DATE IN (List oldest first)	MILEAGE	DEALER	REPAIR ORDER NUMBER	DESCRIPTION OF PROBLEMS	WORK DONE	DATE OUT	COST, IF ANY

Texas Motor Vehicle Board Lemon Law Rules

Including 1998 Amendments

Texas Department of Transportation

TOYOTA

Direct Phone: (310) 468-6776
Direct Fax: (310) 468-7808
E-mail: michael_medalla@toyota.com

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
P.O. Box 2722
Torrance, CA 90509-2722
310-468-4000
310-468-7800 Fax

FedEx/UPS Zip Code: 90501

March 26, 1999

VIA UPS NEXT DAY

Kurt C. Kern, Esq.
HARTLINE, DACUS, DREYER & KERN LLP
6688 North Central Expressway, Suite 1000
Dallas, Texas 75206

RE: NEW ASSIGNMENT
Claimant: [redacted]
Subject Vehicle: 1998 Lexus GS300
VIN: JT8D68S2W0[redacted]

Dear Mr. Kern:

Please find enclosed our claim file in the referenced matter. As we discussed this morning, Jay Emory of Lexus Southern Area office is your primary contact for background information. Mr. Emory can be reached at (770) 619-8807. For reporting and billing purposes, I am your contact.

Please call if you have any questions. Thanks and regards.

Very truly yours,

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

Michael R. Medalla
Senior Legal Assistant

MRM/tbm

Enclosures

HARTLINE, DACUS, DREYER & KERN, L.L.P.
ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

CARY A. SLOBIN
214-346-3712
cslobin@hddk.com

RECEIVED
JUL - 5 2000
LEGAL DEPT.

June 30, 2000

Via Facsimile

The Honorable Melvin Mills
Administrative Law Judge
Mr. Robert Shrawder
Consumer Advisor
Texas Department of Transportation
P.O. Box 2293
Austin, Texas 78768-2293

Re: [redacted]
Docket No. 000390

Gentlemen:

Please accept the following as a written response to the evidence presented by [redacted] at the May 23, 2000 hearing. [redacted] noted his allegations regarding acceleration in his GS300 were first presented on July 2, 1998. Attached as Exhibit 1 is a copy of the service order, for that issue, which notes that acceleration was normal.

The next documented service on any such issue is one year later, on July 16, 1999 (See Exhibit 2). During that service, Lexus replaced the ECM unit in the GS300 as a customer satisfaction item. The replacement ECM apparently resolved that initial complaint, as no further service was ordered on the vehicle until January 19, 2000. In fact, later correspondence from [redacted] indicates the service, in his mind, "solved many of the dangerous problems existing in my vehicle." (Correspondence dated December 14, 1999, attached as Exhibit 3). [redacted] added that the problems remaining (and at issue in this case) were "inconsistent derivability [sic] annoyances."

On January 19, 2000, the GS300 was checked for abnormal acceleration and none was generated (Exhibit 4). Thus, the vehicle has been inspected for the acceleration issues discussed by [redacted] and no problem was found. Absent inspection as provided for in Section 107.6(8), no objective source has verified any problem with acceleration in the GS300.

The credibility of [redacted] unsubstantiated claims regarding acceleration must be considered by the fact finder in this case. [redacted] has previously admitted his claims are for

"annoyance" (Exhibit 3). Further, [redacted] claims should be considered in light of a number of unsubstantiated claims he has made regarding various persons and companies whom have tried to work with him to resolve the complaints presented (Exhibits 5, 6, and 7).

The evidence in this case demonstrates that the acceleration complaints of [redacted] f any, were resolved on a customer satisfaction basis. [redacted] remaining annoyance complaint has not been verified by any objective source, and should be denied in its entirety.

Finally, I again request the opportunity to present this response in person at a continuation of the hearing of this case.

Sincerely,

Cary A. Slobin

CAS:rtm

c: *Via CM/RRR # Z 284 432 665*
[redacted]
Houston, Texas [redacted]

bc: Mr. Michael R. Medalla (w/o enc.)
Senior Managing Counsel
Toyota Motor Sales, U.S.A., Inc.
Torrance, California 90509-2991

Mr. Jay Emery, Manager
LEXUS
Lexus Southern Area
11540 Great Oaks Way
Alpharetta, Georgia 30022

HARTLINE, DACUS, DREYER & KERN, L.L.P.
ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

CARY A. SLOBIN
214-346-3712

RECEIVED
JUN 19 2000
LEGAL DEPT.

L

June 15, 2000

Mr. Michael R. Medalla
Senior Managing Counsel
Toyota Motor Sales, U.S.A., Inc.
Torrance, California 90509-2991

Re: [redacted] *v. Toyota Motors Sales, U.S.A., Inc.*

Dear Mike:

As you can see from the enclosed, the administrative law judge is considering whether to grant us a chance to respond to [redacted] I will let you know as soon as we hear from either the judge or [redacted]

Incidently, I called [redacted] to discuss switching out vehicles. However, he has not returned my telephone call, so I am dropping him a note in the mail.

Sincerely,

Cary A. Slobin

CAS:rtm

Enclosure

c: Mr. Jay Emery, Manager (w/enc.)
LEXUS
Lexus Southern Area
11540 Great Oaks Way
Alpharetta, Georgia 30022

Texas Department of Transportation

MOTOR VEHICLE DIVISION o CONSUMER AFFAIRS SECTION o P.O. BOX 2293 o AUSTIN, TEXAS 78768
(512) 416-4800 o LEMON LAW INFORMATION (800) 622-8682 o FAX (512) 416-4850

June 9, 2000

[redacted]
Houston, TX [redacted]

Lexus Division of Toyota Motors Sales
c/o Mr. Cary A. Slobin
Hartline Dacus, Dreyer & Kern, L.L.P.
6688 North Central Expressway, Suite 1000
Dallas, TX 75206

RECEIVED
JUN 19 2000
LEGAL DEPT.

RE: [redacted] **Complainant v.**
LEXUS DIVISION OF TOYOTA MOTOR SALES, Respondent
DOCKET NO.: 000390

Dear Gentlemen:

This case came on to be heard on Tuesday, May 23, 2000 in Houston, Texas. The Respondent did not appear and the attached letter from Respondent's Counsel was waiting for me upon my return to Austin.

The letter is forwarded to the Complainant for a response to me by the close of business on **Wednesday, June 21, 2000**. After I receive the response I will rule on the Respondent's motion for a continuance or rehearing.

Sincerely,

Melvin E. Mills
Administrative Law Judge

MEM:sr
cc: Ms. Holly Pickle
Senior Arbitration Administrator
Lexus Division of Toyota Motor Sales
Post Office Box 2991, Dept L202
Torrance, CA 90509-2991

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

CARY A. SLOBIN
(214) 346-3712

RECEIVED
JUN 19 2000
LEGAL DEPT.

June 15, 2000

Via Facsimile # (512) 416-4850

Ms. Jan Maynard
Texas Department of Transportation
P.O. Box 2293
Austin, Texas 78768-2293

Re: Docket No. 000390; [redacted] *v. LEXUS Division of Toyota Motor Sales*

Dear Ms. Maynard:

Please provide us with a transcript of the hearing held on May 25, 2000, in connection with the above-referenced matter.

Thank you for your attention to this request. Please call me if you have any questions.

Sincerely,

Cary A. Slobin

CAS:rtm

bc: Mr. Michael R. Medalla
Senior Managing Counsel
Toyota Motor Sales, U.S.A., Inc.
Torrance, California 90509-2991

Mr. Jay Emery, Manager
LEXUS
Lexus Southern Area
11540 Great Oaks Way
Alpharetta, Georgia 30022

Texas Department of Transportation

MOTOR VEHICLE DIVISION o CONSUMER AFFAIRS SECTION o P.O. BOX 2293 o AUSTIN, TEXAS 78768
(512) 416-4800 o LEMON LAW INFORMATION (800) 622-8682 o FAX (512) 416-4850

LEXUS
JUN 16 2000
CONSUMER SATISFACTION ADMINISTRATION

June 9, 2000

[redacted]
Houston, TX 77074

Lexus Division of Toyota Motors Sales
c/o Mr. Cary A. Slobin
Hartline Dacus, Dreyer & Kern, L.L.P.
6688 North Central Expressway, Suite 1000
Dallas, TX 75206

RECEIVED
JUN 19 2000
LEGAL DEPT.

RE: [redacted] Complainant v.
LEXUS DIVISION OF TOYOTA MOTOR SALES, Respondent
DOCKET NO.: 000390

Dear Gentlemen:

This case came on to be heard on Tuesday, May 23, 2000 in Houston, Texas. The Respondent did not appear and the attached letter from Respondent's Counsel was waiting for me upon my return to Austin.

The letter is forwarded to the Complainant for a response to me by the close of business on **Wednesday, June 21, 2000**. After I receive the response I will rule on the Respondent's motion for a continuance or rehearing.

Sincerely,

Melvin E. Mills
Administrative Law Judge

MEM:sr
cc: Ms. Holly Pickle
Senior Arbitration Administrator
Lexus Division of Toyota Motor Sales
Post Office Box 2991, Dept L202
Torrance, CA 90509-2991

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

CARY A. SLOBIN
214-346-3712

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

RECEIVED
JUN 19 2000
LEGAL DEPT.

June 15, 2000

Via CM/RRR # Z 284 433 033

[redacted]

Houston, Texas [redacted]

Re: [redacted] *v. Toyota Motors Sales, U.S.A., Inc.*

Dear [redacted]

I left you a message on June 14, 2000, regarding the return of the courtesy vehicle you are presently driving. I would like to arrange for the courtesy vehicle to be returned, and you will be provided with a rental car until Judge Mills issues an order in your case. I have informed Westside LEXUS that you will be arranging to switch out vehicles.

Please feel free to contact me for further details.

Sincerely,

Cary A. Slobin

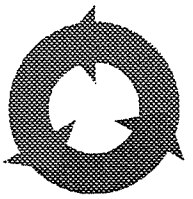
CAS:rtm

bc: *Via Facsimile*
Mr. Michael R. Medalla
Senior Managing Counsel
Toyota Motor Sales, U.S.A., Inc.
Torrance, California 90509-2991

Via Facsimile
Mr. Jay Emery, Manager
LEXUS
Lexus Southern Area
11540 Great Oaks Way
Alpharetta, Georgia 30022

From the desk of
[redacted]
Houston, TX [redacted]
[redacted] (Home)
[redacted] (Mobile)

LEXUS
JUN 16 2000
CUSTOMER SATISFACTION



RECEIVED
JUN 19 2000
LEGAL DEPT.

BY FAX (JUDGE MILLS)
512-416-4850

June 14, 2000

Judge Melvin E. Mills
Administrative Law Judge
Motor Vehicle Division
Consumer Affairs Section
P. O. Box 2293
Austin, TX 78768

Re: [redacted] Complainant v.
Lexus Division of Toyota Motor Sales, Respondent
Docket No. 000390

Dear Judge Mills:

Robert Shrawder faxed to the latest material from Hartline, Dacus, Dreyer & Kern, L.L.P. on June 13, 2000. Lexus knew that on May 25, 2000, as indicated in your letter of March 31, 2000, that a hearing would be held in Houston. A short time later the date was changed to the 23rd of May, 2000 with Lexus being duly notified. The attorneys for Lexus obviously knew of the appropriate date to attend the hearing, but they failed to show up at all.

I feel quite strongly that based on the simple facts, that Lexus IS NOT DUE a continuation for hearing.

I also noted in both letters that they refer to the fact I was suppose to drive the car to the meeting. I do not believe I'm at all obligated to drive a vehicle on a Texas road or highway with a serious safety defect.

In the event that a rehearing is held, we need to secure two very valuable witnesses from the Lexus Alpharetta office, one being Mr. Peter Donellan, Division Parts & Service Manager. He will have all of the information that I will require regarding a meeting held during the first week of January, 2000. One of the important topics discussed at the meeting regarded acceleration problems with the Lexus GS series. I was never suppose to have learned about this meeting, but since I know personnel at both Lexus dealerships in Houston, I was

clearly made aware of it. Also from the same office, your office needs to request the presence of Paul Santulli, my original Senior Technical Representative who worked with me diligently to try to track the problems down.

I do not desire to have Mr. Summers (Alpharetta, Ga.) or Mr. Parnell (Houston) at a possible meeting as their command of the subject is limited as well as the fact I was not treated respectfully during my meetings/phone calls with them.

Please let me hear from you in the very near future as to your decision in this matter.

Sincerely yours,

cc: Ms. Holly Pickle
Senior Arbitration Administrator
Lexus Division of Toyota Motor Sales
P. O. Box 2991, Dept. L202
Torrance, CA 90509-2991

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

2626 COLE AVENUE, SUITE 800
DALLAS, TEXAS 75204
(214) 954-0101

TELECOPIER (214) 954-0555

TELECOPY COVER PAGE

Date: June 20, 2000

PLEASE DELIVER THE FOLLOWING TELECOPY TO:

Name: Michael R. Medalla

Telecopy No: (310) 618-7808/7827

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

Total Number of Pages: 4

Verification No: (310) 618-4000

Telephone No: 214/346-3712

Sender: Cary A. Slobin

Client/Matter No: 581.2007

Client/Matter Name: [redacted]v. Toyota

Please call us immediately if the telecopy you receive is incomplete or illegible. Our telephone number is (214) 369-2100

MESSAGE: Please see attached.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT), AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

HARTLINE, DACUS, DREYER & KERN, L.L.P.
ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

CARY A. SLOBIN
214-346-3712

June 20, 2000

Via Facsimile

Mr. Michael R. Medalla
Senior Managing Counsel
Toyota Motor Sales, U.S.A., Inc.
Torrance, California 90509-2991

Re: [redacted] *v. Toyota Motors Sales, U.S.A., Inc.*

Dear Mike:

Apparently, [redacted] is not ready to return his loaner car, see attached.

Sincerely,

Cary A. Slobin

CAS:rtm

Enclosure

c: *Via Facsimile*
Mr. Jay Emery, Manager (w/enc.)
LEXUS
Lexus Southern Area
11540 Great Oaks Way
Alpharetta, Georgia 30022

From the desk of
[redacted]
Houston, TX[redacted]
[redacted] (Home)
[redacted] (Mobile)

June 19, 2000

Cary A. Slobin
Hartline, Dacus, Dreyer & Kern, L.L.P.
6688 North Central Expressway
Suite 1000
Dallas, TX. 75206

Attn.: Cary A. Slobin,

Attached for your review is Exhibit '15' that was part of the Exhibits which you did not have the opportunity to see since you failed to show up at the March 23rd, 2000 Lemon Law Hearing.. During that judicial hearing with Judge Mills, I did show him all of the Exhibits. When we reviewed Exhibit '15' from Jack Kendall, President of Westside Lexus, his e-mail note to me on March 25, 2000 guaranteed to me the use of the loaner car as per his quote "I have tried to do more than our share by telling my employees to let you keep our loan car and keep your car here until the problem can be resolved through the appropriate channels."

Judge Mills reviewed this document and he made a legal determination that I had possession of the loaner car until the time that both Lexus and [redacted] had been advised by letter of the Judgment, as determined at case hearing from Judge Mills, that the letter had been received by both parties.

Had you been there as requested, you probably would have had the loaner back. This was a decision made by Lexus/Toyota.

If you need any further official interpretation of Jack Kendalls' intent, as per his written word, I suggest you contact Judge Mills in Austin.

Sincerely,
[redacted]

Ex 15

[redacted]

From: <Jack_Kendall@westsidelexus.com>
To: [redacted]
Sent: Saturday, March 25, 2000 6:16 PM
Attach: att1.htm; DEFECTIVE LEXUS - FINAL DRAFT - 1-29-2000 UNIT 1.doc
Subject: Re: UNSAFE 1998 GS300

[redacted]

Regarding your latest Email...there seems to be some miscommunication or misunderstanding...
I do not have any authority to negotiate anything on behalf of the manufacturer....I understand that you
are extremely upset. I have tried to do more than our share by telling my employees to let you keep
our loan car and keep your car here until the problem can be resolved through the appropriate
channels...I do not understand why you are upset with me...again the issue is not mine to negotiate..
I have tried to be as understanding and cooperative as possible. Please advise if you see this differently
so I can respond if possible.

[redacted] on 03/24/2000 06:24:57 AM

To: Jack Kendall/LEXUS/GSAG_Corp@GSAG_Corp
cc:

Subject: UNSAFE 1998 GS300

Jack,

I don't have time to look for a receipt on the original letter sent to Lexus and related companies and agencies and certain media outlets, but I am attaching a copy for you. I thought you were on the original distribution list. I'm

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

2626 COLE AVENUE, SUITE 800
DALLAS, TEXAS 75204
(214) 954-0101

TELECOPIER (214) 954-0555

TELECOPY COVER PAGE

Date: June 15, 2000

PLEASE DELIVER THE FOLLOWING TELECOPY TO:

Name: Michael R. Medalla

Telecopy No: (310) 618-7808/7827

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

Total Number of Pages:

Verification No: (310) 618-4000

Telephone No: 214/346-3712

Sender: Cary A. Slobin

Client/Matter No: 581.2007

Client/Matter Name: [redacted]v. Toyota

Please call us immediately if the telecopy you receive is incomplete or illegible. Our telephone number is (214) 369-2100

MESSAGE: Please see attached.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT), AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

HARTLINE, DACUS, DREYER & KERN, L.L.P.
ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

CARY A. SLOBIN
214-346-3712

June 15, 2000

Via CM/RRR # Z 284 433 033

[redacted]
Houston, Texas [redacted]

Re: [redacted] *v. Toyota Motors Sales, U.S.A., Inc.*

Dear [redacted]

I left you a message on June 14, 2000, regarding the return of the courtesy vehicle you are presently driving. I would like to arrange for the courtesy vehicle to be returned, and you will be provided with a rental car until Judge Mills issues an order in your case. I have informed Westside LEXUS that you will be arranging to switch out vehicles.

Please feel free to contact me for further details.

Sincerely,

Cary A. Slobin

CAS:rtm

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

WRITER'S DIRECT DIAL:
CARY A. SLOBIN
214-346-3712

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

RECEIVED
MAY 30 2000
LEGAL DEPT.

May 26, 2000

Via Facsimile
Mr. L. David Brunke
Director - Consumer Affairs
Mr. Robert Shrawder
Consumer Advisor
Texas Department of Transportation
P.O. Box 2293
Austin, Texas 78768-2293

Re: [redacted]
Docket No. 000390

Gentlemen:

In the instant case, a hearing was held without the presence of the Respondent on May 23, 2000. Respondent requests a continuation of the hearing to present Respondent's evidence and rebuttal case.

Respondent requests the opportunity to respond to the complainant. This is one of Respondent's rights. *See* Section 107.6(6) (parties have the right to present their cases in full). Respondent requests the right to question the complainant. Section 107.6(7). Further, the vehicle in this case is still in the possession of Westside Lexus, which has provided a courtesy loaner car to the complainant. Thus, Section 107.6(8), requiring the complainant to bring the vehicle to a hearing, was not observed during the hearing on May 23, 2000.

Please consider this as a request for a continuation of the hearing pursuant to Section 107.6, or as a request for rehearing, if necessary. Please advise if further information is necessary to determine if Respondent will be allowed to present evidence in response to the claimant.

Sincerely,

Cary A. Slobin

CAS:jac
cc: [redacted] **Via CM/RRR# Z 258 686 453**

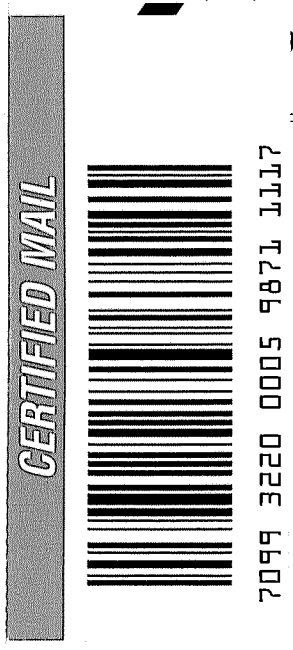
bc: Mr. Michael R. Medalla
Senior Managing Counsel
Toyota Motor Sales, U.S.A., Inc.
Torrance, California 90509-2991

Mr. Jay Emery, Manager
LEXUS
Lexus Southern Area
11540 Great Oaks Way
Alpharetta, Georgia 30022

DHT 122052

Department of Transportation

MOTOR VEHICLE DIVISION
PO BOX 2293 • AUSTIN TX 78768



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APR 18 2000
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RETURN RECEIPT REQUESTED

MS HOLLY PICKLE
SENIOR ARBITRATION ADMINISTRATOR
LEXUS DIVISION OF TOYOTA MOTOR SALES
PO BX 2991 DEPT L202
TORRANCE CALIFORNIA 90509-2991

90509X2991

TOY-RQ-05E-00000043

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

2626 COLE AVENUE, SUITE 800
DALLAS, TEXAS 75204
(214) 954-0101

TELECOPIER (214) 954-0555

TELECOPY COVER PAGE

Date: May 25, 2000

PLEASE DELIVER THE FOLLOWING TELECOPY TO:

Name: Lorraine Frank

Telecopy No: 310.381.4324

Company: TMS

Total Number of Pages: 3

Verification No: 310 618 [redacted] 5135

Telephone No: ~~310.381.4324~~ 214 346 3712

Sender: Cary A. Slobin

Client/Matter No: 581.2007

Client/Matter Name: [redacted] v. Toyota

Please call us immediately if the telecopy you receive is incomplete or illegible. Our telephone number is (214) 954-4020

MESSAGE: Please see attached.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT), AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Texas Department of Transportation
MOTOR VEHICLE DIVISION, CONSUMER AFFAIRS SECTION • P.O. BOX 2293 • AUSTIN, TEXAS 78768
(512) 416-4800 • LEMON LAW INFORMATION (800) 622-8682 • FAX (512) 416-4850

April 13, 2000

[redacted]
Houston, Texas [redacted]

Ms. Holly Pickle
Senior Arbitration Administrator
Lexus Division of Toyota Motor Sales
P.O. Box 2991, Dept L202
Torrance, California 90509-2991

RE: [redacted] **Complainant v.**
LEXUS DIVISION OF TOYOTA MOTOR SALES , Respondent
DOCKET NO. 000390

Dear [redacted] and Ms. Pickle:

The Complainant has requested a different day for his hearing. I cannot accommodate the Friday request.

The hearing in this case has been re-scheduled to be held **Tuesday, May 23, 2000 at 8:30 a.m.**

The location of the hearing is the **Texas Department of Transportation District Office located at 7721 Washington Avenue, Houston, Texas 77007. Call (713) 802-5085 for further directions if needed.**

Please call Robert Shrawder, Consumer Advisor, at (512) 416-4868 immediately if this time presents an unavoidable conflict. Thank you for your attention to this matter.

Sincerely,

Melvin E. Mills
Administrative Law Judge

MEM:dke
CERTIFIED MAIL
RETURN RECEIPT REQUESTED Nos. 7099 3220 0005 9871 1100/7099 3220 0005 9871 1117/
Sent to Complainant by regular mail also

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: RS

Ms Holly Pickle
Senior Arbitration Administrator
Lexus Division of Toyota Motor Sales
PO Box 2991 Dept L202
Torrance California 90509-2991

April 13, 2000 000390 (NOH-Bowers)

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

DATE STAMP 4-17-2000

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7099 3220 0005 9871 1117

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: RS

[redacted]
Houston Tx [redacted]

April 13, 2000 000390 (NOH)

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
20 APR 2000

[redacted]
☐ Agent
☐ Addressee
☐ Yes
☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7099 3220 0005 9871 1100

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

CARY A. SLOBIN
214-369-3712

May 12, 2000

RECEIVED
MAY 15 2000
LEGAL DEPT.

Via Facsimile

Mr. Robert Shrawder
Consumer Advisor
Texas Department of Transportation
P.O. Box 2293
Austin, Texas 78768-2293

Re: [redacted] *v. Toyota Motor Sales U.S.A., Inc.*

Dear Mr. Shrawder:

Pursuant to Section 107.6 of the Texas Motor Vehicle Commission Code, this letter is to notify all parties of record in this case that will be represented by Hartline, Dacus, Dreyer & Kern, L.L.P. at the hearing scheduled for Thursday, May 25, 2000, at 8:30 a.m. in Austin, Texas. Please also serve the undersigned with any future correspondence in this case.

Sincerely,

Cary A. Slobin

CAS:rtm

bc: Mr. Michael R. Medalla
Senior Managing Counsel
Toyota Motor Sales, U.S.A., Inc.
Torrance, California 90509-2991

Mr. Jay Emery, Manager
LEXUS
Lexus Southern Area
11540 Great Oaks Way
Alpharetta, Georgia 30022

c

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

WRITER'S DIRECT DIAL:
KURT C. KERN
(214) 346-3770

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

RECEIVED
APR 20 2000
LEGAL DEPT.

April 18, 2000

Michael R. Medalla
Senior Legal Assistant
Toyota Motor Sales, U.S.A., Inc.
P. O. Box 2991
Torrance, CA 90509-2991

Re: [redacted] *v. (Lexus) Toyota Motor Sales, U.S.A., Inc.*
Not-In-Suit Matter

Dear Mr. Medalla:

This letter will acknowledge with my sincere (but somewhat hesitant) thanks your forwarding of the above referenced not-in-suit matter for handling. I have now had an opportunity to discuss this matter in some detail with Mr. Emery of the Lexus Southern Office, and obtained copies of his file materials as well as reviewed the voluminous materials which you have forwarded to me. Based on a review of the information provided, please permit me to state the obvious, we are dealing with a seriously troubled individual.

At this point, there is an Administrative Hearing set with the Motor Vehicle Division of the Texas Department of Transportation for Thursday, May 25, 2000 at 8:30 a.m. Given the nature of this matter, I have asked Cary Slobin to assist me in attempting to resolve this matter. Cary and I will attempt to confer with [redacted] prior to the Administrative Hearing and get a sense for what it is he really wants to accomplish with respect to the handling of his vehicle and this matter.

We look forward to working with you on this rather challenging matter and obtaining the best possible outcome for the Company.

Very truly yours,

Kurt C. Kern

KCK:jac

[redacted] on 01/30/2000 10:17:04 AM

To: Eileen Antalis/Lexus/Toyota@Toyota
cc: Tony Fujita/TMS/Toyota@Toyota, "PHIL GRAMM" <Phil_Gramm@gramm.senate.gov>, Peter Donnellan/TMS/Toyota@Toyota, Paul Santulli/Lexus/Toyota@Toyota, "NHTSA DEPT OF TRANS" <webmaster@nhtsa.dot.gov>, "KAY BAILEY HUTCHISON" <senator@hutchison.senate.gov>, Judy Miyashita/TMS/Toyota@Toyota, "DETROIT FREE PRESS" <AUTOS@FPRESS.COM>, Bryan Bergsteinsson/TMS/Toyota@Toyota, Aaron Sommers/Mobile/Toyota@Toyota, "AARON SOMMER" <aaron_sommer@toyota.com>
Subject: Fw: YOUR LETTER OF 1/20/2000 REF # 200001191352

SORRY- ORIGINAL MESSAGE CORRUPTED
[redacted]
----- Original Message -----
From: [redacted]
To: EILEEN ANTALIS
Cc: PETER DONELLAN ; PAUL SANTULLI ; NHTSA DEPT OF TRANS ; AARON SOMMER ; aaron sommers ; KAY BAILEY HUTCHISON ; PHIL GRAMM ; TONY FUJITA ; BRYAN BREGSTEINSSON
Sent: Sunday, January 30, 2000 12:10 PM
Subject: YOUR LETTER OF 1/20/2000 REF # 200001191352

EILEEN ANTALIS,

PER YOUR LETTER OF THE ABOVE SUBJECT MATTER, PLEASE BE ADVISED THAT I DO NOT HAVE ANY AUTHORITY TO INVOKE ANY TYPE OF BBB MEDIATION OR NEGOTIATION SERVICES SINCE SAFTEY DEFECTS ARE THE DOMAIN OF THE FEDERAL AND STATE GOVERNMENTS.

PLEASE FEEL FREE TO CONTACT THE DOT, NHTSA, TEXAS DOT, OR MY SENATORS AND CONGRESSMAN (TOM DELAY) TO ENLIGHTEN YOURSELF ON THIS SUBJECT.

SEE REVISED ATTACHED LETTER
FOR SAFETY DEFECTS OCCURING ON FRIDAY JANUARY 28, 2000.

- att1.htm

- DEFECTIVE LEXUS - FINAL DRAFT - 1-29-2000 UNIT 1.doc

BY E-MAIL
CERTIFIED MAIL - RETURN RECEIPT REQUIRED

January 29, 2000

[redacted]
HOUSTON, TX. [redacted]
[redacted] (MOBILE)

PERTINENT AUTO INFORMATION

1998 LEXUS GS 300
VIN NO.JT8D68S2W0[redacted]
PURCHASED: - WESTSIDE LEXUS -- HOUSTON, TX
12000 OLD KATY ROAD
HOUSTON, TX 77070
PRESIDENT -- JACK KENDALL
SVC. MGR. -- ROBERT PARNELL
SVC. ADVISOR -- MICHAEL VALDEZ
DATE OF PURCHASE-MARCH 2, 1998
NO. OF SERVICE DAYS +60 WITHIN LESS THAN 2 YEARS
MILLEAGE 13,413 (I AM AFRAID TO DRIVE THIS CAR IN INCLEMENT WEATHER)
PHONE - 281-558-3030 ((Westside)

By e-mail

* Separate transmittal cover letter (s) used for these entities/individuals with appropriate attachments and documentation's

*Department of Transportation
*National Highway Transportation Safety Administration
*webmaster@nhtsa.dot.gov
*Hon. Senator Kay Bailey Hutchison - Texas
*Hon. Senator Phil Gramm - Texas
*Hon. Rep. Tom DeLay - Texas (FAX)

*Hon. John Cornyn - Attorney General - State of Texas
*Department of Safety - State of Texas
*Detroit Free Press - Auto Editor
*Los Angeles Times - Auto Editor
*Houston Press - Houston - Investigative Reports (Div. Of New York Times)
*Houston Chronicle - Auto Editor
*Wall Street Journal - Detroit Bureau
*KTRK Channel 13 ABC News - Exclusive to ABC NEWS ORGNIZATION
*ABC NEWS - NEW YORK - ATTN: Peter Jennings//Ted KoppEL,/20/20/, GMA
Saab Cars U. S. A.
Mercedes-Benz/Daimler Chrysler
Toyota Motor Sales, U. S. A.
BMW of North America
Volvo - Division of Ford Motor Company
Cadillac - Division of General Motors
Lincoln - A division of Ford Motor Company
Jaguar - A Division of Ford Motor Company
Volkswagen
Audi - Division of Volkswagen
Consumer Union of U. S., 101 Truman Ave., Yonkers, N. Y. 10703-1057 (Fax w/att)

Mr. Bryan Bergsteinsson
Group Vice President
General Manager
Lexus
A Division Of Toyota Motor Sales, U. S. A. , Inc.
19001 South Western Avenue
Torrance, California 90509-2991

Dear Mr. Bergsteinsson

I purchased a brand new Lexus GS300 in 1998 and I have had a large number of problems. The serious problems seem to be in the area of the computer that controls handling and acceleration.

The *latest* problem began about three or four months ago. Three times I have been at a stop and have put my foot on the accelerator to move the vehicle forward. All three times the vehicle stood idle for between two and three seconds before acceleration would begin. In all cases, the weather was perfect, the streets free of any oily compounds and absolutely not a drop of water anywhere. (as you may know, Houston has been in drought conditions for the past 7-8 months.) In a city like Houston, any lag of this nature could be devastating. I have talked to both Paul Santulli (Senior Technical Advisor) and Peter Donnellan (Division Operations Area Manager) of Lexus Southern Area. They are

each located at 11540 Great Oak Way, Alpharetta, GA. 30022. Donnellan's phone number is 770-619-8805 and Paul's is 770-619-8852. Both have denied that a serious safety condition exists and that it is not abnormal in a 1998 GS 300.. The technicians at Westside Lexus are awaiting directions from Lexus to solve the problem-but Lexus denies there is a serious safety problem.

This is somewhat in conflict with their position, but Paul Santulli, personally, over the phone, indicated that these problems were also intermittent in both Mercedes-Benz and BMW automobiles. He placed the blame right on the back or Robert Bosch, GMBH, Germany and verbally told me that most European autos exported into the United States had the same identical problems. He was trying indite Robert Bosch, the licenser of the electronic control systems to both of these European manufacturers and to many other car companies who use these control units licensed under the Bosch name. *Is this an attempt to shift blame, liability and responsibility to Robert Bosch?*

A critical event regarding the validity of my complaint occurred two weeks ago in Alpharetta, Ga. During the week of January 3rd through 7th, 2000, there was a meeting held for the senior Lexus technicians within the southern region. One of the topics discussed at the meeting was the acceleration delay that a large number of technicians have also encountered during their work on GS300's at their own dealerships. I confronted Peter Donellan about this, but he would not discuss this with me saying "the problem does not exist and that I am imagining the severity of the problem. "I got the impression from my own knowledge of the DOT that it was illegal to withhold critical safety data from the NHTSA as the penalty for this deception is fines and imprisonment. Whenever we make personnel contact, I will disclose the technician's name that enlightened me as to the subject matters that were discussed at the Alpharetta, GA. meeting. At this point, I would be afraid to disclose any names if this letter fell into the wrong hands.

Another significant event occurred on January 28, 2000. I was driving in the south west area of Houston, TX. The streets were dry and clear of any extraneous materials. I slowed down to about 2 MPH at the intersection of Richmond Ave. and Lake Street (Houston Key Map Section 492, Zone T-492). I gently stepped on the accelerator and instantiously the car lurched from 2 MPH to 8 to 10 MPH within a split second. I did not have enough response time to ever hit the brake petal. I was blessed that I was in a local neighborhood and there were no people or cars in front of me. Then about 60 to 90 seconds later, at the intersection of Lake Street and Kipling the same situation occurred again. I documented the conditions and they were:

Temperature - 46 degrees Fahrenheit
Humidity - 60%
Time 4:10 P.M.
Fuel Capacity - Premium - full tank
Odometer Reading - 13471
Tires- required pressure in each wheel
Destination - Rice Epicurean Grocery

I feel that these are significant safety problems and must be looked into both technically and legally. How many accidents have there been where the reason is totally unknown,

since the car was the cause of the wreck and/or injury to the innocent driver and the driver *may not have been in touch with his car* and was unaware of your agencies (re: DOT- Texas, DOT- Federal, NHTSA, etc.) and was not cognizant that the car was behaving in an abnormal condition. As in my case, my service advisor has said many times "well, that's just how the car drives." That is a bunch of bull. When my life is o the line, the equation changes dramatically. My girl friend and many of my friends refuse to be a passenger in the car!

I also have had some harrowing experiences with my same vehicle regarding unintended acceleration. (see above) This is another problem Lexus failed to report early in the 1998 model production run, as a severe safety defect. Again usurping the federal law that protects citizens from unsafe vehicles. I will give you specifics when we meet or to discuss this matter over the phone. Please feel free to contact me at any time at [redacted] (mobile). My address is [redacted]
I will not allow large, cash rich auto companies to deceive our safety agencies without paying the price for their deceptions.

Thanks for your time and support in this most serious of matters.

Very truly yours,

[redacted]

Addendum attached:

ADDENDUM

TERMS AND CONDITIONS OF SETTLEMENT

- No one is authorized to act in my behalf to settle this matter.
- Legal council will be contacted and involved when reasonable accommodations have been negotiated between Lexus and [redacted]
- Agreements must be in writing, duly signed by all parties and properly notarized by an agent of the State of Texas. You may contact me by e-mail or fax, but these communications will not be construed as legally binding documents in any form or fact.
- I will not indemnify nor protect Lexus from any investigations, penalties, fines or imprisonment resulting from findings by any state of local safety agency(S) or regulatory bodies.
- I will not lie or purger my self during any legal preceding or related broadcast materials over the media just to enhance my settlement.
- [redacted] adamantly refused to discuss this matter with any person previously mentioned above and who are headquartered out of the Alberta, Ga. Office.
- All communications must emanate from a high level decision making authority headquartered in Torrance, CA.

15/HS

HARTLINE, DACUS, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

WRITER'S DIRECT DIAL:
CARY A. SLOBIN
214-346-3712

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

May 26, 2000

RECEIVED

MAY 26 2000

TEXAS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLES DIVISION

Via Facsimile
Mr. L. David Brunke
Director - Consumer Affairs
Mr. Robert Shrawder
Consumer Advisor
Texas Department of Transportation
P.O. Box 2293
Austin, Texas 78768-2293

Re: [redacted]
Docket No. 000390

Gentlemen:

In the instant case, a hearing was held without the presence of the Respondent on May 23, 2000. Respondent requests a continuation of the hearing to present Respondent's evidence and rebuttal case.

Respondent requests the opportunity to respond to the complainant. This is one of Respondent's rights. *See* Section 107.6(6) (parties have the right to present their cases in full). Respondent requests the right to question the complainant. Section 107.6(7). Further, the vehicle in this case is still in the possession of Westside Lexus, which has provided a courtesy loaner car to the complainant. Thus, Section 107.6(8), requiring the complainant to bring the vehicle to a hearing, was not observed during the hearing on May 23, 2000.

Please consider this as a request for a continuation of the hearing pursuant to Section 107.6, or as a request for rehearing, if necessary. Please advise if further information is necessary to determine if Respondent will be allowed to present evidence in response to the claimant.

Sincerely,

Cary A. Slobin

CAS:jac
cc [redacted] - **Via CM/RRR# Z 258 686 453**

PB 5/26/00

HARTLINE, DACUS, DREYER & KERN, L.L.P.
ATTORNEYS AND COUNSELORS

WRITER'S DIRECT DIAL:
CARY A. SLOBIN
214-346-3712

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

TELECOPIER (214) 369-2118

May 26, 2000

RECEIVED
MAY 26 2000
TEXAS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLES DIVISION

Via Facsimile
Mr. L. David Brunke
Director - Consumer Affairs
Mr. Robert Shrawder
Consumer Advisor
Texas Department of Transportation
P.O. Box 2293
Austin, Texas 78768-2293

Re: [redacted]
Docket No. 000390

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Sincerely,

Cary A. Slobin

CAS:jac
cc [redacted] **Via CM/RRR# Z 258 686 453**

5/26/00

FILE START

COPY

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS):	TELEPHONE: (818) 543-5160	FOR COURT USE ONLY
KAREN MALEY GOLD, ESQ./SBN 147114 TRAUMA LAW CENTER A PROFESSIONAL LAW CORPORATION 701 NORTH BRAND BLVD., SUITE 410 GLENDALE, CA 91203 ATTORNEY FOR (NAME): Plaintiff, GERALD LINDER, MD		ORIGINAL FILED MAR 07 2001 LOS ANGELES SUPERIOR COURT
Insert name of court, judicial district or branch court, if any, and post office and street address: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES - WEST DISTRICT 1725 Main Street Santa Monica, CA 90401		
PLAINTIFF: GERALD S. LINDER, M.D.		
DEFENDANT: LEXUS SANTA MONICA; TOYOTA MOTOR SALES; and [X] DOES 1 TO 100, inclusive.		
COMPLAINT- Personal Injury, Property Damage, Wrongful Death ___ MOTOR VEHICLE ___ Property Damage ___ Personal Injury [X] OTHER *(specify)*: Product Liability ___ Wrongful Death ___ Other Damages *(specify)*:		CASE NUMBER: SC065639

1. This pleading, including attachments and exhibits, consists of the following number of pages: Four

2. a. Each plaintiff named above is a competent adult
   ___ Except plaintiff *(name)*:
   ___ a corporation qualified to do business in California
   ___ an unincorporated entity *(describe)*:
   ___ a public entity *(describe)*:
   ___ a minor ___ an adult
   ___ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
   ___ other *(specify)*:
   ___ other *(specify)*:

PATRICIA L. COLLINS

Status Conference Set OCT 31 2001
1725 Main St. Santa Monica Dept. B
Time 8:30 am

   ___ Except plaintiff *(name)*:
   ___ a corporation qualified to do business in California
   ___ an unincorporated entity *(describe)*:
   ___ a public entity *(describe)*:
   ___ a minor ___ an adult
   ___ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
   ___ other *(specify)*:
   ___ other *(specify)*:

   b. ___ Plaintiff *(name)*:
   is doing business under the fictitious name of *(specify)*:

   and has complied with the fictitious business name laws.
   c. ___ Information about additional plaintiffs who are not competent adults is shown in Complaint - Attachment 2c.

(Continued)

SHORT TITLE: Linder vs. Lexus Santa Monica, et al.	CASE NUMBER:

COMPLAINT- Personal Injury, Property Damage, Wrongful Death

3. a. Each defendant named above is a natural person

[X] Except defendant *(name)*: LEXUS SANTA MONICA

[X] a business organization, form unknown
[ ] a corporation
[ ] an unincorporated entity *(describe)*:
[ ] a public entity *(describe)*:
[ ] other *(specify)*:

[X] Except defendant *(name)*: TOYOTA MOTOR SALES

[X] a business organization, form unknown
[ ] a corporation
[ ] an unincorporated entity *(describe)*:
[ ] a public entity *(describe)*:
[ ] other *(specify)*:

[ ] Except defendant *(name)*:

[ ] a business organization, form unknown
[ ] a corporation
[ ] an unincorporated entity *(describe)*:
[ ] a public entity *(describe)*:
[ ] other *(specify)*:

[ ] Except defendant *(name)*:

[ ] a business organization, form unknown
[ ] a corporation
[ ] an unincorporated entity *(describe)*:
[ ] a public entity *(describe)*:
[ ] other *(specify)*:

b. The true names and capacities of defendants sued as Does are unknown to plaintiff.

c. [ ] Information about additional defendants who are not natural persons is contained in Complaint - Attachment 3c.

d. [ ] Defendants who are joined pursuant to Code of Civil Procedure section 382 are *(names)*:

4. [ ] Plaintiff is required to comply with a claims statute, **and**
   a. [ ] plaintiff has complied with applicable claims statutes, **or**
   b. [ ] plaintiff is excused from complying because *(specify)*:

5. This court is the proper court because
   [ ] at least one defendant now resides in its jurisdictional area.
   [ ] the principal place of business of a corporation or unincorporated association is in its jurisdictional area.
   [X] injury to person or damage to personal property occurred in its jurisdictional area.
   [ ] other *(specify)*:

6. [ ] The following paragraphs of this complaint are alleged on information and belief *(specify paragraph numbers)*:

SHORT TITLE: Linder vs. Lexus Santa Monica, et al.	CASE NUMBER:

COMPLAINT-Personal Injury, Property Damage, Wrongful Death (Continued)

7. [ ] The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
   [ ] listed in Complaint - Attachment 7 [ ] as follows:

8. Plaintiff has suffered
   - X wage loss
   - X hospital and medical expenses
   - X property damage
   - ___ other damage *(specify)*:
   - X loss of use of property
   - X general damage
   - X loss of earning capacity

9. Relief sought in this complaint is within the jurisdiction of this court.

10. PLAINTIFF PRAYS
    For judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    - X compensatory damages
      - X **(Superior Court)** according to proof.
      - ___ **(Municipal and Justice Court)** in the amount of $ _____
    - ___ other *(specify)*:

11. The following causes of action are attached and the statements above apply to each: *(Each complaint must have one or more causes of action attached.)*
    - ___ Motor Vehicle
    - ___ General Negligence
    - ___ Intentional Tort
    - X Products Liability
    - ___ Premises Liability
    - ___ Other *(specify)*:

TRAUMA LAW CENTER, APLC
KAREN MALEY GOLD, ESQ.
(Type or print name)

(Signature of plaintiff or attorney)

SHORT TITLE: Linder vs. Lexus Santa Monica, et al.	CASE NUMBER:

FIRST (number) **CAUSE OF ACTION - Products Liability** Page Four

ATTACHMENT TO [X] Complaint [ ] Cross-Complaint

(Use a separate cause of action form for each cause of action.)

Plaintiff *(name)*: GERALD S. LINDER, M.D.

Prod.L-1. On or about *(date)*: March 13, 2001 plaintiff was injured by the following product: Lexus LS400.

Prod.L-2. Each of the defendants knew the product would be purchased and used without inspection for defects. The product was defective when it left the control of each defendant. The product at the time of injury was being

[ ] used in the manner intended by the defendants.

[X] used in a manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod.L-3. Plaintiff was a

[X] purchaser of the product. [X] user of the product.

[ ] bystander to the use of the product. [ ] other *(specify)*:

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod.L-4. [X] **Count One-Strict liability** of the following defendants who

a. [X] manufactured or assembled the product *(names)*: LEXUS SANTA MONCIA; TOYOTA MOTOR SALES; and

[X] Does 1 to 100

b. [X] designed and manufactured component parts supplied to the manufacturer *(names)*: LEXUS SANTA MONICA; TOYOTA MOTOR SALES; and

[X] Does 1 to 100

c. [X] sold the product to the public *(names)*: LEXUS SANTA MONICA; TOYOTA MOTOR SALES; and

[X] Does 1 to 100

Prod.L-5. [X] **Count Two-Negligence** of the following defendants who owed a duty to plaintiff *(names)*: LEXUS SANTA MONICA; TOYOTA MOTOR SALES; and

[X] Does 1 to 100

Prod.L-6. [X] **Count Three-Breach of warranty** by the following defendants *(names)*: LEXUS SANTA MONICA; TOYOTA MOTOR SALES; and

[X] Does 1 to 100

a. [X] who breached an implied warranty

b. [X] who breached an express warranty which was

[X] written [ ] oral

Prod.L-7. [ ] The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are

[ ] listed in Attachment-Prod.L-7 [ ] as follows:

PLEADINGS

FILE START

DISTRICT COURT OF MARYLAND FOR

LOCATED AT (COURT ADDRESS)

DC/CV 1 (Rev. 2/2002)

COMPLAINT ☐ ...,500 or under ☐ over $2,500 ☑ over $10,000

Clerk: Please docket this case in an action of ☐ **contract** ☐ **tort** ☐ **replevin** ☑ **detinue.**

The particulars of this case are:

On Sept 22, 02 while driving home my car's acceleration got stuck and I could not stop, causing me to total the car. This was a 2002 Lexus SC430 that I had purchased on 5-31-02 and had only 1500 miles on it. I believe this was a faulty car that had a manufacturer's defect. This car had two other minor problems before the accident. I also have an eyewitness account of the accident that night.

(See Continuation Sheet)

CASE NO.

CV

PARTIES

Plaintiff:

Anthony Bethea
12013 Dork Dr
Clinton M.D. 20735

VS.

Defendant(s):

1. TOYOTA MOTOR SALES USA INC. — Serve by: ☑ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff
   PRENTICE-HALL CORPORATION SYSTEM, MARYL
   11 EAST CHASE STREET
   BALTIMORE MD 21202
2. Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff
3. Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff
4. Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

The Plaintiff claims:

☐ $ _____ plus interest of $ _____ and attorney's fees of $ _____ plus court costs.

☐ Return of the property and damages of $ _____ for its detention in an action of replevin.

☑ Return of the property, or its value, plus damages of $ 25000 for its detention in action of detinue.

☐ Other:

and demands judgment for relief.

Anthony Bethea
Signature of Plaintiff/Attorney/Attorney Code

Telephone Number: 301-292-1895

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

☑ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest work sheet ☐ Vouchers ☐ Check ☑ Other written document ☐ _____ ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ Plaintiff ☐ _____ of the Plaintiff herein and am competent to testify to
(Owner/Partner/Agent/Officer)

the matters stated herein, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

☐ That _____

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters. The Defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

12-27-02
Date

Anthony Bethea
Signature of Affiant

NOTICE TO DEFENDANT BEFORE TRIAL

If you agree that you owe the amount claimed, it may not be necessary for you to come to Court. Contact the Plaintiff if you wish to make payment. If you are appearing in court on the trial date, bring letters, receipts, and contracts which may help you. If you need a witness, contact the Clerk's office about a summons to the witness.

NOTICE IF JUDGMENT IS ENTERED

If the Court awards judgment in this case to the Plaintiff, you as the Judgment Debtor, may do several things before submitting payment to satisfy the judgment. One is to appeal the decision to the circuit court sitting in that District. This is what's involved in an APPEAL of a District Court judgment—

1. 30 DAYS—You would have 30 days from the day of an adverse judgment within which to note your appeal at the District Court and there pay the higher court's filing fee. If you qualify as indigent, you may at that time petition the District Court to waive the collection of this fee.
2. TRANSCRIPT COSTS.—If the amount which you were sued was $2,500 or less (not counting interest or attorney's fees), the circu court would hear your appeal as an entirely new case from start to finish. Therefore, no transcripts from the District Court trial would be necessary. If, however, this amount should exceed $2,500, the higher court would hear your appeal on the record of what transpired in the District Court. That appeal requires a transcript of the District Court trial record which costs an appellant $2.00 per page. You would have to make an advance deposit of $50 against those costs.

Another option after an adverse judgment is to file a MOTION FOR A NEW TRIAL.

1. 10 DAYS.—You have 10 days from day of judgment to do this.
2. GRANT/DENY.—If the Court grants your motion, you will receive a summons to a new trial.

The last options are to file MOTIONS to change the JUDGMENT.

1. 10 DAYS for ALTERING or AMENDING the judgment.
2. 30 DAYS for REVISING the judgment.

If you would not want to move on any of these options, then you should make all possible arrangements with the Plaintiff or the Plaintiff's attorney to pay the judgment amount. Should you not do this, the Plaintiff could request the Court's enforcement powers. These enforcement procedures include —

1. INTERROGATORIES.—This is an attempt to locate any assets you may have. This requires written answers.
2. ORAL EXAMINATION.—Another attempt to locate any assets you may have. This requires your appearing in court to answer questions.

The Court backs up these plaintiff-attempts at discovery by bringing its contempt powers to bear on an unresponsive defendant. More stringent enforcements you should know about include—

3. WRIT OF EXECUTION.—Such a writ could order the levying or seizure and sale of any of your goods. And you, in such a circumstanc would bear the expenses of the seizure (e.g. towing, moving, storage fees, auctioneer's fees, advertising costs).
   Some of your goods are, by their nature, exempt from such action—

   (a) Wearing apparel, books, tools, instruments, or appliances necessary for the practice of any trade or profession, except those kept for sale, lease, or barter, in an amount not to exceed $2,500 in value.
   (b) Money payable in the event of sickness, accident, injury, or death of any person, including compensation for loss of future earnings. This exemption includes but is not limited to money payable on account of judgments, arbitrations, compromises, insurance benefits, compensation and relief. Disability income benefits are not exempt if the judgment is for necessities contracted for after the disability occurred.
   (c) Professionally prescribed health aids for you or any of your dependents.
   (d) Your interest, not to exceed $500 in value, in household goods, wearing apparel, appliances, books, animals kept as pets, and other items that are held primarily for personal family or household use by you or your dependents.
   (e) Cash or property of any kind equivalent in value to $3,000, if within 30 days from the date of the attachment or levy you elect to exempt cas or selected items of property in an amount not to exceed a cumulative value of $3,000.
4. GARNISHMENT OF PROPERTY.—Such a writ, attaching certain assets of yours in the hands of someone else, would order that other party (e.g. bank holding your account, agent) to hold the asset subject to further court proceedings.
5. GARNISHMENT OF WAGES.—Such a writ would order your employer to begin withholding from your wages the amount left over after deducting what is lawfully required and after exempting money that may not be garnished.
   Exemptions from garnishment—
   (1) the greater of: (a) 75 percent of the disposable wages due; OR
   (b) 30 times the federal minimum hourly wages under the Fair Labor Standards Act in effect at the time the wages are due; AND
   (2) any medical insurance payment deducted from an employee's wages by the employer. Other federal exemptions may be available.

   Disposable wages means the part of wages that remain after deduction of any amount required to be withheld by law.
   Finally, should you become the Judgment Debtor you should know that judgment is public information and anyone may request a copy of it.

   To Plaintiff: If the Court enters a judgment for a sum certain, you have a right to obtain a lien on real property.

BETHEA, ANTHONY PLEADINGS

TOY-RQ-05E-00000067

FILE START

ALGEIER WOODRUFF, P.C.
60 Washington Street
Morristown, New Jersey 07960
(973) 539-3600
Attorneys for Plaintiffs,
Thomas Kelly and The Estate of Kathleen Kelly

THOMAS M. KELLY, individually, as Administrator *Ad Prosequendum*, and as General Administrator of the Estate of Kathleen M. Kelly, Plaintiffs, vs. IRENE RALSTON, PRESTIGE OF RAMSEY, INC. D/B/A PRESTIGE TOYOTA, JOHN DOES (1-10), ABC CORPS. (1-10) (fictitious names), Defendants. ERIC BULLOCK vs. IRENE RALSTON and PRESTIGE OF RAMSEY, INC. D/B/A PRESTIGE TOYOTA, et al.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION:BERGEN COUNTY DOCKET NO.:BER-L-3715-02 **CIVIL ACTION** SECOND AMENDED COMPLAINT AND JURY DEMAND

Thomas M. Kelly, individually as Administrator *Ad Prosequendum* of the Estate of Kathleen M. Kelly, and as General Administrator of the Estate of Kathleen M. Kelly, complaining of the defendants above says:

FIRST COUNT

1. At all times relevant herein, Thomas Kelly was a resident of Wallington, New Jersey, and was married to Kathleen M. Kelly.

2. On or about April 11, 2002, Thomas M. Kelly and Kathleen M. Kelly were business invitees at the premises of Harrah's Hotel and Casino ("Harrah's"), Atlantic City, New Jersey.

3. On or about April 11, 2002, Irene Ralston was the owner and operator of a motor vehicle, at the premises of Harrah's, Atlantic City, New Jersey.

4. At all times relevant hereto, defendant Prestige of Ramsey, Inc. d/b/a Prestige Toyota ("Prestige Toyota") is a corporation organized and existing under and by virtue of the laws of the State of New Jersey, with its principal place of business at 1096 Route 17 North, Ramsey, New Jersey 07446.

5. At all times relevant hereto, defendant Prestige Toyota was acting by and through its agents, servants and/or employees, who were then and there acting in the course and scope of their employment with defendant Prestige Toyota, under defendant's control and/or right of control.

6. John Does (1-10) and ABC Corporation (1-10) were negligent and contributed to the injuries and death sustained by Kathleen M. Kelly and the injuries sustained by Thomas M.

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Kelly, although the specifics of their actions are not as yet known to plaintiffs.

7. Defendant Irene Ralston operated and/or maintained her motor vehicle in such a negligent fashion so as to cause it to strike Thomas M. Kelly and Kathleen M. Kelly.

8. Prior to April 11, 2002, defendant Irene Ralston brought her 2002 Toyota Camry to Prestige Toyota for inspection, testing, service, maintenance and/or repairs.

9. At all times material hereto, defendant Prestige Toyota carelessly and negligently inspected, tested, serviced, maintained and/or repaired or was in other ways negligent with respect to the 2002 Toyota Camry owned by defendant Irene Ralston, thereby causing said motor vehicle to strike plaintiffs Thomas M. Kelly and Kathleen M. Kelly.

10. As a result of the negligence of all of the defendants as aforesaid, Kathleen M. Kelly was caused to sustain severe personal injuries to the extent said injuries caused her serious grievous bodily harm, pain and suffering, and eventually, caused her death.

11. As a result of the death of Kathleen M. Kelly, Thomas M. Kelly, as her husband, has been deprived of the love and companionship of his wife, the benefits of their marriage and has otherwise suffered extensive losses, cognizable under the New Jersey Wrongful Death Act, *N.J.S.A.* 2A:31-1.

TOY-RQ-05E-00000071

12. This action is filed within two (2) years of the date of the death of Kathleen M. Kelly.

SECOND COUNT

1. Thomas M. Kelly repeats the allegations of the First Count as if set forth at length herein.

2. The Estate of Kathleen M. Kelly is empowered under *N.J.S.A.* 2A:15-2 to pursue the action for the personal injuries and losses suffered by Kathleen M. Kelly during her lifetime, and for other damages permitted by *N.J.S.A.* 2A:15-3.

3. Thomas M. Kelly has been appointed as general administrator of the Estate of Kathleen M. Kelly, and brings this actin pursuant to *N.J.S.A.* 2A:15-3, for the injuries to Kathleen M. Kelly and other damages cognizable under that statute.

THIRD COUNT

1. Thomas M. Kelly repeats the allegations of the First and Second Counts as if set forth at length herein.

2. As a result of the negligence of all of the defendants as aforesaid, Thomas M. Kelly was caused to sustain serious and severe personal injuries. He has been required to seek and obtain medical services, and he will be required to seek medical services in the future. The nature and seriousness of Thomas M. Kelly's injuries are so extensive as to be

TOY-RQ-05E-00000072

permanent in nature. His injuries caused him severe and permanent pain and suffering.

3. As a result of witnessing the death of his wife, Kathleen M. Kelly, Thomas M. Kelly has sustained serious injuries in the nature of severe emotional distress.

WHEREFORE, plaintiff Thomas M. Kelly, individually, as Administrator *Ad Prosequendum* of the Estate of Kathleen M. Kelly, and as general administrator of the Estate of Kathleen M. Kelly, demands judgment against the defendants as follows:

1. Compensatory damages for personal injuries sustained by plaintiff Thomas M. Kelly, individually.

2. All damages available under the Survivors Act, *N.J.S.A.* 2A:31-1, *et seq.*

3. All damages available under the Wrongful Death Act, *N.J.S.A.* 2A:15-3, *et seq.*

4. Interest on the above awards.

5. Costs of suit.

6. Such other and further relief as the Court may deem equitable and just.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues so triable.

TOY-RQ-05E-00000073

DESIGNATION OF TRIAL COUNSEL

In accordance with *R.* 4:25-4, you are hereby notified that Gary C. Algeier, Esq. is assigned to try this case.

ALGEIER WOODRUFF, P.C.
Attorneys for Plaintiff
Thomas M. Kelly

By: _____
KATHRYN J. KINGREE

DATED: May 5, 2003

TOY-RQ-05E-00000074

RECEIVED and
FILED

FEB 1 9 2003

ATLANTIC COUNTY
LAW DIVISION

HOFFMAN, DIMUZIO & HOFFMAN
BY: ROBERT P. GROSSMAN, ESQUIRE
1739-1753 Delsea Drive
PO Box 285
Franklinville, New Jersey 08322

(856)-694-0306

Attorneys for Plaintiffs

WILLIAM E. HAAG and ANNA M. HAAG, his wife, Plaintiffs, vs. IRENE RALSTON, PRESTIGE OF RAMSEY, INC., d/b/a PRESTIGE TOYOTA, JOHN DOE 1 to 10, JANE DOE 1 to 10, RICHARD ROE 1 TO 10, JOHN DOE, INC. 1 to 10, JOHN DOE PROFESSIONAL ASSOCIATION 1 to 10, JOHN DOE PARTNERSHIP 1 to 10, JOHN DOE INSTITUTIONS 1 TO 10, fictitious and unidentified individuals, corporations, professional associations, partnerships and institutions, jointly, severally, and in the alternative, Defendants	SUPERIOR COURT OF NJ LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-427-03 CIVIL ACTION **COMPLAINT AND DEMAND FOR TRIAL BY JURY**

Plaintiffs, William E. Haag and Anna M. Haag,, residing at 1125 Ocean Heights Avenue, Egg Harbor Township, Atlantic County, New Jersey, by way of Complaint against the defendants, say:

FIRST COUNT

1. On or about April 11, 2002, the plaintiff, William E. Haag, was a lawful pedestrian near the driveway of the Harrah's Hotel Casino on or near Old Brigantine Boulevard, a/k/a Harrah's Boulevard, at or near its intersection with Vermont Avenue, in Atlantic City, New Jersey.

2. At the aforesaid time and place, the defendant, Irene Ralston, was the owner and operator of a 2002 Toyota Camry traveling on or near the driveway of the Harrah's Hotel Casino on or near Old Brigantine Boulevard, a/k/a Harrah's Boulevard, at or near its intersection with Vermont Avenue, in Atlantic City, New Jersey.

3. At the aforesaid time and place, the defendant, Irene Ralston, did so carelessly and negligently operate her motor vehicle so as to strike pedestrian-plaintiff, William E. Haag . Said collision was due to the negligence of the defendant, Irene Ralston, in that she failed to make proper observations, did not have her vehicle under proper control, was traveling too fast for conditions, and was otherwise negligent, inattentive, and careless, which negligence caused the collision between her vehicle and the pedestrian plaintiff, William E. Haag..

4. As a result of the negligence and carelessness of the defendant Irene Ralston, the plaintiff, William E. Haag, sustained severe and permanent personal injuries, has incurred and in the future will incur expenses for the treatment of said injuries, has been disabled and in the future will be disabled and unable to perform his usual functions, and in the future will be caused great pain and suffering to his great loss and damage.

WHEREFORE, plaintiff, William E. Haag, demands Judgment against the defendant Irene Ralston, for such sums as would reasonably and properly compensate him in accordance with the Laws of the State of New Jersey together with interest, attorney fees, and costs of suit.

SECOND COUNT

1. Plaintiff, William E. Haag, hereby repeats all of the allegations of the First Count of this Complaint and incorporates them herein as if set forth in full.

2. At all relevant times hereto the defendant, Irene Ralston, was operating her motor vehicle for the benefit and at the direction of the defendants, Richard Roe 1 to10, corporations, partnerships, sole proprietorships, individuals, or such other entities whose identities cannot reasonably be ascertained at this time and was doing so as the respective agent, servant, and/or employee.

3. At all relevant times hereto, the defendant, Irene Ralston, was operating her motor vehicle at the direction of and for the benefit of the defendants Richard Roe 1 to 10.

WHEREFORE, plaintiff, William E. Haag, hereby demands Judgment against the defendants, Richard Roe 1 to 10, for such sums as would reasonably and properly compensate him in accordance with the Laws of the State of New Jersey together with interest, attorneys fees, and costs of suit.

THIRD COUNT

1. Plaintiff, William E. Haag hereby repeats the allegations of the First and Second Counts and incorporates them herein as if set forth in full.

2. Prior to April 11, 2002, defendant Irene Ralston, brought her motor vehicle, a 2002 Toyota Camry, to defendant Prestige of Ramsey, Inc., d/b/a Prestige Toyota, for service,

maintenance, and/or repairs.

3. At the aforesaid time and place, the defendant, Prestige of Ramsey, Inc., d/b/a Prestige Toyota, John Doe 1 to 10, Jane Doe 1 to 10, John Doe, Inc. 1 to 10, John Doe Professional Association 1 to 10, John Doe Partnership 1 to 10, and John Doe Institutions 1 to 10, fictitious and unidentified individuals, corporations, professional associations, partnerships and institutions, carelessly and negligently serviced, maintained, and/or repaired said 2002 Toyota Camry owned by defendant Irene Ralston, thereby causing said motor vehicle to strike pedestrian plaintiff, William E. Haag.

4. As a result of the negligence and carelessness of the defendant, Prestige of Ramsey, Inc., d/b/a Prestige Toyota, John Doe 1 to 10, Jane Doe 1 to 10, John Doe, Inc. 1 to 10, John Doe Professional Association 1 to 10, John Doe Partnership 1 to 10, and John Doe Institutions 1 to 10, fictitious and unidentified individuals, corporations, professional associations, partnerships and institutions, the plaintiff, William E. Haag, sustained severe and permanent personal injuries, has incurred and in the future will incur expenses for the treatment of said injuries, has been disabled and in the future will be disabled and unable to perform his usual functions, and in the future will be caused great pain and suffering to his great loss and damage.

WHEREFORE, plaintiff, William E. Haag, demands Judgment against the defendants, Prestige of Ramsey, Inc. d/b/a Prestige Toyota, John Doe 1 to 10, Jane Doe 1 to 10, John Doe, Inc. 1 to 10, John Doe Professional Association 1 to 10, John Doe Partnership 1 to 10, and John Doe Institutions 1 to 10, fictitious and unidentified individuals, corporations, professional associations, partnerships and institutions, for such sums as would reasonably and properly compensate him in accordance with the Laws of the State of New Jersey together with interest, attorney fees, and costs of suit.

FOURTH COUNT

1. Plaintiff, William E. Haag, hereby repeats the allegations of the First through Third Counts of this Complaint and incorporates them herein as if set forth in full.

2. As a result of the injuries sustained in this accident, the plaintiff, William E. Haag, lost the ability to pursue work, has lost time from work, and has lost the ability to perform certain types of work.

3. As a result of the injuries sustained in this accident, the plaintiff, William E. Haag, has sustained a loss of earnings and his future earning capacity has been impaired.

WHEREFORE, plaintiff, William E. Haag, hereby demands Judgment against the defendants for such sums as would reasonably and properly compensate him in accordance with the Laws of the State New Jersey, together with interest, attorneys fees, and costs of suit.

FIFTH COUNT

1. Plaintiff, Anna M. Haag, is the wife of the plaintiff, William E. Haag.

2. Plaintiff, Anna M. Haag, hereby repeats all of the allegations of the First through Fourth Counts of this Complaint and incorporates them herein as if set forth in full.

3. As a direct and proximate result of the aforesaid injuries to the plaintiff, William E. Haag, the plaintiff, Anna M. Haag, has been and will be deprived of the consortium and services of the said mentioned injured plaintiff.

WHEREFORE, the plaintiff, Anna M. Haag, hereby demands Judgment against the defendants for such sums as would reasonably and properly compensate her in accordance with the Laws of the State of New Jersey together with interest, attorneys fees and costs of suit.

SIXTH COUNT

1. Plaintiffs, William E. Haag and Anna M. Haag, hereby repeat all of the allegations of the First through Fifth Counts of this Complaint and incorporate same herein as if set forth in full.

WHEREFORE, plaintiffs, William E. Haag and Anna M. Haag, hereby demand Judgment against the defendants, Irene Ralston, Prestige of Ramsey, Inc. d/b/a Prestige Toyota, John Doe 1 to 10, Jane Doe 1 to 10, Richard Roe 1 to 10, John Doe, Inc. 1 to 10, John Doe Professional Association 1 to 10, John Doe Partnership 1 to 10, and John Doe Institutions 1 to 10, fictitious and unidentified individuals, corporations, professional associations, partnerships and institutions, jointly, severally, and/or in the alternative, for such sums as would reasonably and properly compensate them in accordance with the Laws of the State New Jersey, together with interest, attorneys fees, and costs of suit.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Robert P. Grossman, is hereby designated as trial counsel in this action.

JURY TRIAL DEMAND

Plaintiffs hereby request a trial by a jury as to all issues in this action.

NOTICE PURSUANT TO RULES 1:5-1(a) AND 4:17-4(c)

Please take notice that the undersigned attorneys, counsel for the plaintiff, do hereby demand, pursuant to Rules 1:5-1(a) and 4:17-4(c), that each party herein serving pleadings and interrogatories and receiving answers thereto, serve copies of all such pleadings and answered interrogatories received from any party, including any documents, papers and other material

referred to therein, upon the undersigned attorneys, and please take notice that this is a continuing demand.

CERTIFICATION PURSUANT TO RULE 4:5-1

Pursuant to Rule 4:5-1, the undersigned hereby certifies that the above action is the subject of pending lawsuits. Specifically, an action was filed in Bergen County Superior Court on May 21, 2002, entitled Thomas M. Kelly, individually, and Administrator Ad Prosequendum, and has General Administrator of the Estate of Kathleen M. Kelly v. Irene Ralston, et al, under Docket No. BER-L-3715-02. Additionally, an action was filed in Atlantic County Superior Court on December 27, 2002, entitled Eric Bullock v. Irene Ralston and Prestige of Ramsey, Inc., d/b/a Prestige Toyota, et al, under Docket No. ATL-L-004062-02. There are no other persons interested in the above action who have not been made a party to said action.

HOFFMAN, DiMUZIO & HOFFMAN

ROBERT P. GROSSMAN, ESQUIRE
Attorney for Plaintiffs

Dated: 2/14/03

WAPNER, NEWMAN, WIGRIZER & BRECHER
BY: ROBERT S. MILLER, ESQUIRE
Sagemore Corporate Center
10000 Sagemore Drive, Suite 10202
Marlton, NJ 08053
(856)983-9800

ATTORNEY FOR PLAINTIFF

RECEIVED & FILED
DEC 27 2002
ATLANTIC COUNTY
LAW DIVISION

ERIC BULLOCK 136 West Lindby Avenue Pleasantville, NJ 08232 vs. **IRENE RALSTON** 2100 Linwood Avenue Fort Lee, NJ 07024 and **PRESTIGE OF RAMSEY, INC.** **D/B/A PRESTIGE TOYOTA** 1096 Route 17 North Ramsey, NJ 07446 and JOHN DOES I TO C, JANE DOES I TO C, JOHN DOES INCORPORATED I TO C, JOHN DOES PROFESSIONAL ASSOCIATIONS I to C, JOHN DOES PARTNERSHIP, I TO C AND JOHN DOES: INSTITUTIONS, I TO C Fictitious and Unidentified individuals, corporations, professional associations, partnerships and institutions, Individually, Jointly and in the Alternative	SUPERIOR COURT OF NEW JERSEY LAW DIVISION, ATLANTIC COUNTY **DOCKET NO.** CIVIL ACTION COMPLAINT (MOTOR VEHICLE)

PLAINTIFFS' COMPLAINT

Plaintiff, Eric Bullock, who resides at 136 West Lindby Avenue, Pleasantville, NJ 08232, in the State

WAPNER, NEWMAN, WIGRIZER & BRECHER
BY: ROBERT S. MILLER, ESQUIRE
Sagemore Corporate Center
10000 Sagemore Drive, Suite 10202
Marlton, NJ 08053
(856)983-9800

ATTORNEY FOR PLAINTIFF

RECEIVED & FILED
DEC 27 2002
ATLANTIC COUNTY
LAW DIVISION

ERIC BULLOCK 136 West Lindby Avenue Pleasantville, NJ 08232 vs. **IRENE RALSTON** 2100 Linwood Avenue Fort Lee, NJ 07024 and **PRESTIGE OF RAMSEY, INC.** **D/B/A PRESTIGE TOYOTA** 1096 Route 17 North Ramsey, NJ 07446 and JOHN DOES I TO C, JANE DOES I TO C, JOHN DOES INCORPORATED I TO C, JOHN DOES PROFESSIONAL ASSOCIATIONS I to C, JOHN DOES PARTNERSHIP, I TO C AND JOHN DOES: INSTITUTIONS, I TO C Fictitious and Unidentified individuals, corporations, professional associations, partnerships and institutions, Individually, Jointly and in the Alternative	SUPERIOR COURT OF NEW JERSEY LAW DIVISION, ATLANTIC COUNTY **DOCKET NO.** CIVIL ACTION COMPLAINT (MOTOR VEHICLE)

PLAINTIFFS' COMPLAINT

Plaintiff, Eric Bullock, who resides at 136 West Lindby Avenue, Pleasantville, NJ 08232, in the State

COUNT I (FACTS COMMON TO ALL COUNTS)

1. At all times material hereto, plaintiff, Eric Bullock, is a citizen and resident of the State of New Jersey, residing at 136 West Lindby Avenue, Pleasantville, NJ 08232.

2. At all times material hereto, defendant, Irene Ralston, is a citizen and resident of the State of New Jersey, residing therein at 2100 Linwood Avenue, Fort Lee, NJ 07024.

3. At all times material hereto, defendant, Prestige of Ramsey, Inc. d/b/a Prestige Toyota (hereinafter "Prestige Toyota"), is a corporation organized and existing under and by virtue of the laws of the State of New Jersey, with a principle place of business at 1096 Route 17 North, Ramsey, NJ 07446.

4. At all times material hereto, defendant, Prestige Toyota, was acting by and through its agents, servants and/or employees, who were then and there acting in the course and scope of their employment with defendant, Prestige Toyota, under defendant's control and/or right of control.

5. Defendants, John Does, I to C, Jane Does I to C, etc... (hereinafter referred to as "John Does") are various fictitious and currently unidentified individuals, corporations and/or companies, duly organized and existing under and by virtue of the Laws of the State of New Jersey and regularly conducting business in the State of New Jersey.

6. On or about April 11, 2002, at or about 1:20 p.m., plaintiff, Eric Bullock, was a lawful pedestrian near the driveway of the Harrah's Hotel Casino on or near Old Brigantine Boulevard a/k/a Harrah's Boulevard at or near its intersection with Vermont Avenue in Atlantic City, New Jersey.

7. At the time and place as aforementioned, defendant, Irene Ralston, was the operator of a 2002 Toyota Camry traveling on or near the driveway of the Harrah's Hotel Casino on or near Old Brigantine Boulevard a/k/a Harrah's Boulevard at or near its intersection with Vermont Avenue in Atlantic City, New Jersey.

8. Prior to April 11, 2002, defendant, Irene Ralston, brought the involved 2002 Toyota Camry to defendant, Prestige Toyota, for service, maintenance and/or repairs.

9. At the time and place as aforementioned, defendant, Irene Ralston, carelessly and negligently operated said motor vehicle so as to strike pedestrian-plaintiff, Eric Bullock, as a result of which plaintiff sustained serious, painful and permanent personal injuries, more particularly hereinafter described.

10. At all times material hereto, defendant, Prestige Toyota, carelessly and negligently serviced, maintained and/or repaired said 2002 Toyota Camry owned by defendant, Irene Ralston, thereby causing said motor vehicle to strike pedestrian-plaintiff, Eric Bullock, as a result of which plaintiff sustained serious, painful and permanent personal injuries, more particularly herein described.

11. The aforesaid accident was caused by the negligence of the defendants and was due in no manner whatsoever to any act or failure to act on the part of the plaintiff herein.

12. The negligence of the defendants consists of the following:

(a) failing to have said motor vehicle under adequate and proper control;

[illegible]

[illegible] vehicle;

(d) failing to take due note of the point and position of plaintiff, Eric Bullock;

(e) failing to maintain an assured clear distance with the plaintiff, Eric Bullock;

(f) failing to yield the right-of-way;

(g) failing to warn plaintiff;

(h) failing to stop said motor vehicle;

(i) failing to maintain a proper lookout;

(j) failing to properly inspect said motor vehicle;

(k) failing to properly maintain said motor vehicle;

(l) failing to repair said motor vehicle;

(m) disregarding the designated lanes of travel;

(n) disregarding applicable traffic controls and/or signals;

(o) violating the statutes and ordinances of the State of New Jersey, and the local municipality where the accident occurred pertaining to the operation of a motor vehicle under the circumstances;

(p) being guilty of willful, wanton and reckless misconduct in the operation of said motor vehicle;

(q) other acts of negligence that may be ascertained during the course of discovery and/or trial of this [illegible]

COUNT I
PLAINTIFF VS. DEFENDANTS

13. Plaintiff hereby incorporates Paragraphs 1-12 as if the same were set forth herein at length.

14. As a result of the accident aforementioned, plaintiff, Eric Bullock, sustained multiple injuries, including, but not limited to, closed head injury, subarachnoid hemorrhage, frontal contusion, subdural hematoma, right pulmonary contusion, right iliac crest fracture, cervical sprain and strain, lumbar strain and sprain, as well as other injuries to his head, neck, back, spine, torso and extremities, their bones, cells, tissues, discs, muscles, cartilage, nerves and functions; together with shock and injury to her nerves and nervous system, some or all of which plaintiff has been advised are or may be permanent in nature.

15. As a result of the aforesaid, plaintiff has undergone great physical pain and mental anguish, and he will continue to endure the same for an indefinite time in the future, to his great detriment and loss.

16. As a further result of defendants' negligence as aforesaid, plaintiff has become obliged to expend and/or incur large sums of money for medical attention and various purposes in an attempt to effect a cure for the aforesaid injuries, and plaintiff may be compelled to expend and/or incur additional sums for such medical attention and purposes for an indefinite time in the future.

17. As a result of this accident, plaintiff has suffered an injury which may be permanent, irreparable and severe.

18. As a further result of the defendants' negligence, plaintiff was unable to attend to his daily duties

19. As a further result of this accident, plaintiff has or may suffer a severe loss because of expenses which have been or may be reasonably incurred in obtaining ordinary and necessary services in lieu of those which plaintiff would have performed, not for income, but for the benefit of himself, if he had not been so grievously injured.

20. As a further result of the defendants' negligence, plaintiff sustained a permanent loss of use of a body organ, member, function or system; permanent consequential limitation of use of a body organ or member; significant limitation of use of a body function or system and other permanent disabilities that will in the future similarly incapacitate his, and cause great pain and suffering.

WHEREFORE, plaintiff demands judgment against the defendants' jointly, severally, and in the alternative, for compensatory damages, interests, costs of suit and reasonable attorneys fees.

COUNT II
PLAINTIFF VS. JOHN DOES, INC. I to C

21. Plaintiff hereby incorporates Paragraphs 1-20 as if the same were set forth herein at length.

22. Plaintiff prays leave of Court to seasonably amend this Complaint and name the true identities of the John Does if and when their true identities and roles in the within matter are ascertained by plaintiffs.

WAPNER, NEWMAN, WIGRIZER & BRECHER

BY: _____
ROBERT S. MILLER, ESQUIRE

JURY DEMAND

Plaintiff demands a trial by jury as to all issues

WAPNER NEWMAN, WIGRIZER & BRECHER

BY: _____

ROBERT S. MILLER, ESQUIRE
Attorney for Plaintiff

CERTIFICATION

Pursuant to Rule 4:5-1, the undersigned hereby certifies that the above action is not the subject of any other lawsuit or arbitration proceeding, and that there are no other persons interested in the above action who have not been made a party to said action.

WAPNER NEWMAN, WIGRIZER &BRECHER

BY: _____

ROBERT S. MILLER, ESQUIRE
Attorney for Plaintiff

MAR 21 2003

5

AFFIDAVIT OF SERVICE

March 11, 2003
BERGEN COUNTY SHERIFF DEPT
Martha

SHERIFFS NUMBER **Law 203761**
TYPE OF SERVICE

DEFENDANT 1 OF 2

I, JOEL G. TRELLA, SHERIFF OF BERGEN COUNTY, DO HEREBY DEPUTIZE S/O Joseph Kenney AND APPOINT TO BE MY DEPUTY, TO EXECUTE AND RETURN THE WRIT ACCORDING TO LAW.

ATTORNEY
HOFFMAN, DI MUZIO & HOFFMAN
25-35 HUNTER STREETP.O. BOX 7
WOODBURY, NJ 08096-7007

CHECK #	AMOUNT
57417	$ 51.04

CONTROL # 17835-1

COURT DATA

COURT SUPERIOR
DOCKET ATLL42703

STATE NJ

COUNTY OF VENUE Atlantic

CAPTION OF CASE

WILLIAM E. AND ANNA M. HAAG, H/W
VS
IRENE RALSTON, ET ALS

NAMED WITHIN TO BE SERVICE

NAME **PRESTIGE OF RAMSEY, INC., DBA PRESTIGE TOYOTA**
ADDRESS **1096 STATE ROUTE 17**
CITY, STATE, ZIP **RAMSEY, NJ 07446**

PAPERS SERVED

SUMMONS AND COMPLAINT

SERVICE DATA RECORDED

[X] SERVED [ ] UNABLE TO SERVE (1) _____ DATE [3] / [14] / [03]
ATTEMPTS 1 (2) _____ TIME [ ]: [ ] : [ ]

REMARKS: _____

PERSON SERVED: Rich Lulov

[ ] COPY PERSONALLY DELIVERED
[ ] COPY LEFT WITH:
COMPETENT HOUSEHOLD MEMBER OVER 14 YRS OF AGE RESIDING THEREIN
[ ] OFFICER

[ ] MANAGING or GENERAL AGENT, PARTNER
[ ] REGISTERED AGENT
[X] AGENT AUTHORIZED TO ACCEPT
[ ] DIRECTOR, TRUSTEE

[ ] IS IN THE MILITARY [X] NOT IN THE MILITARY

SEX:	[ ] MALE	[ ] FEMALE				
SKIN:	[ ] WHITE	[ ] BLACK	[ ] YELLOW	[ ] BROWN	[ ] RED	
HEIGHT:	[ ] UNDER 5 FEET	[ ] 5.0 – 5.6 FT	[ ] 5.7 – 6.0 FT	[ ] OVER 6 FT		
WEIGHT:	[ ] UNDER 100 LBS	[ ] 100-150 LBS.	[ ] 151-200 LBS	[ ] OVER 200 LBS		
HAIR:	[ ] BLACK	[ ] BROWN	[ ] BLOND	[ ] GRAY	[ ] RED	[ ] WHITE	[ ] BALDING
AGE:	[ ] 14-20	[ ] 21-35	[ ] 36-50	[ ] 51-65	[ ] OVER 65		

SWORN AND SUBSCRIBED TO BEFORE ME
THIS _____ DAY OF _____ 20____

_____

S/O Joseph Kenney
DEPUTY SHERIFF OF BERGEN COUNTY
STATE OF NEW JERSEY

BULLOCK, ERIC PLEADINGS

TOY-RQ-05E-00000092

FILE START

FILE START

NO. CIV1-11,695

FILED

2004 FEB -3 PM 4:32

COUNTY CLERK
VICTORIA COUNTY, TEXAS

By: Amanda Galbraith
Deputy

THOMAS G. EDWARDS	§	IN THE COUNTY COURT AT LAW
	§	
VS.	§	NUMBER ONE
	§	
AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN, TOYOTA MOTOR MANUFACTURING, TEXAS, INC., and TOYOTA MOTOR SALES, USA, INC.	§	VICTORIA COUNTY, TEXAS

PLAINTIFF'S FIRST AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

THOMAS G. EDWARDS, Plaintiff in the above entitled and numbered cause, complains of Defendants AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN, TOYOTA MOTOR MANUFACTURING, TEXAS, INC., AND TOYOTA MOTOR SALES, USA, INC., and would respectfully show the Court as follows:

I. Parties

1. Plaintiff is an individual residing in Victoria, Victoria County, Texas.

2. Defendant AUTONATION USA CORPORATION, is a Florida corporation qualified to do business in Texas, doing business as CHAMPION TOYOTA OF AUSTIN, and has appeared in this matter

3. Defendant TOYOTA MOTOR MANUFACTURING, TEXAS, INC. is a Texas corporation qualified to do business in Texas and has appeared in this matter.

4. Defendant TOYOTA MOTOR SALES, USA, INC. is a California corporation qualified to do business in Texas and has appeared in this matter.

II. Scope of Discovery

5. Plaintiff pleads that discovery should be conducted in accordance with a Level 2 discovery control plan under Civil Procedure Rule 190.3.

III. Venue

6. Venue is proper in Victoria County, Texas because all or a substantial part of the events or omissions giving rise to this claim occurred in Victoria County, Texas. *See* TEX. CIV. PRAC. & REM. CODE ANN. §15.002(a)(1) (Vernon Supp. 1997). Furthermore, pursuant to Texas Civil Practices and Remedies Code §15 033, venue is proper in Victoria County, Texas as Plaintiff is a resident of Victoria, Victoria County, Texas.

IV. Cause of Action

A. DTPA

7. This suit is filed pursuant to the provisions of TEX. BUS. & COM. CODE ANN. 17.41 et. seq., commonly known as the Deceptive Trade Practices and Consumer Protection Act and hereinafter referred to as the DTPA, upon the grounds that the acts and practices described herein are prohibited by this statute. Plaintiff is a consumer with assets less that TWENTY FIVE MILLION AND NO/100 DOLLARS ($25,000,000.00).

8. Whenever in this petition it is alleged that any Defendant did any act or thing, it is meant that Defendant's officers, agents, servants, employees, or representatives did such acts or things and that at the time such acts or things were done, it was done with full authorization or ratification of Defendant, or was done in the normal and routine course and scope of employment of Defendants' officers, agents, servants, employees, or representatives.

9. On or about May 18, 2002, Plaintiff purchased a 2002 Toyota Sequoia from Defendant AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN in Austin,

Travis County, Texas. Defendants TOYOTA MOTOR MANUFACTURING, TEXAS, INC., AND TOYOTA MOTOR SALES, USA, INC. designed, manufactured and/or marketed the vehicle. Defendants represented that the vehicle was of good and sound quality prior to the sale As a result of the representations made by Defendants, Plaintiff entered into a contract with AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN for the purchase of the 2002 Toyota Sequoia.

10.The representations described above were false, misleading and deceptive More specifically, the vehicle was not of good and sound quality in that the transmission repeatedly malfunctioned, causing the vehicle to lunge forward in a dangerous and uncontrolled manner, while at a stop with the transmission in gear. Defendants failed to disclose these facts in violation of the DTPA. Plaintiff would further show that Defendants engaged in unconscionable conduct as the term is defined by the DTPA by these acts and/or omissions, and Defendants' conduct described herein was committed knowingly. Said conduct is the proximate cause of all the claims described herein.

B. Breach of Express and Implied Warranties

11 Plaintiff would also show that Defendants extended express and implied warranties on the vehicle made the basis of this suit, and such warranties have been breached, and such breach is the producing cause of all the damages described herein.

C. Breach of Contract

12. Plaintiff would further show that as a result of the facts set forth herein above, Defendants have breached their contract with Plaintiff by selling Plaintiff a vehicle that was not of good and sound quality, nor fit for its intended purpose, and that such breach of contract is the cause of the damages described herein.

D. Negligence

13. Defendants were negligent in failing to insure that the vehicle that they manufactured and/or sold to the Plaintiff had a transmission that operated as intended and did not dangerously and uncontrollably lunge forward. Despite Plaintiffs' repeated attempts to have the vehicle repaired by an authorized Toyota dealership, the condition could not be repaired. Defendants at all relevant times were negligent in failing to insure that he transmission operated as intended and the vehicle was fit for its intended purpose or capable of being repaired. These negligent acts and/or omissions on the part of the Defendants proximately caused the damages recited herein.

D. Revocation

14. Pursuant to the Texas Business and Commerce Code §2.608, Plaintiff has revoked his acceptance of the vehicle for which he now brings this action On or about December 6, 2003, Plaintiff physically returned the 2002 Toyota Sequoia that forms the basis of this lawsuit to the Defendant, AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN.

15. Plaintiff revoked his acceptance of the 2002 Toyota Sequoia as its failure to operate as intended substantially impaired its value to him as he had accepted it without discovery of its failure to operate as intended and his initial acceptance was reasonably induced by the difficulty of discovery before acceptance and by the Defendants' assurances.

16. Plaintiff's revocation of acceptance occurred within a reasonable time after he discovered the failure of the vehicle to operate as intended, and before any substantial change in condition of the vehicle which was not caused by its own defects. Plaintiff notified the seller of his revocation orally and in writing.

V. Damages

17. The unlawful acts and practices described above are and were a producing cause of damages to Plaintiff. The purpose of this suit is to recover the amount of money which, if paid in cash, would fairly and reasonably compensate Plaintiff for such damages. These damages include, but are not limited to restitution and expenses incurred, benefit of the bargain, mental anguish and initial expenses, including loss of use.

18. Furthermore, Plaintiff claims all of his remedies, rights and damages under the Texas Business and Commerce Code arising out of or as a result of his revocation pursuant to §2.608 of the Texas Business and Commerce Code. For the damages set forth in Paragraphs 17 and 18 herein above, Plaintiff is entitled to an amount not greater than $75,000 00.

19 Plaintiff asserts that all the actions described in this petition were done wantonly, willfully and knowingly, and completely without justification, warranting the imposition of punitive damages in an amount to be determined by the trier of fact

VI. Conditions Precedent

20. All conditions precedent to Defendants' liability have been performed or have occurred.

VII. Attorney Fees

21. In this connection, the Plaintiff has employed the undersigned attorneys to represent the Plaintiff and agreed to pay them a reasonable attorney's fee for their service. Plaintiff seeks to collect these reasonable and necessary attorney's fees incurred in the prosecution of this case pursuant to the Texas Business and Commerce Code §17.50 and the Texas Civil Practices and Remedies Code §38.001 *et seq.*.

VIII. Jury Demand

22. Plaintiff demands a jury trial and tenders the appropriate fee.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendants be cited according to law to appear and answer herein and that after final trial Plaintiff has judgment against Defendants for those damages described above and in the full amount allowed by law, together with pre-judgment and post-judgment interest on such amount at the legal rate;

Plaintiff further prays for attorney's fees that are reasonable and necessary in this cause as set forth above and for costs of court;

Plaintiff further prays for punitive damages, and

Plaintiff further prays for such other and further relief to which Plaintiff may be justly entitled.

RESPECTFULLY SUBMITTED,

HOUSTON, MAREK & GRIFFIN
Attorneys at Law
120 Main Place, Suite 301
P. 0. Box 2329
Victoria, Texas 77902

By: _____
JOHN GRIFFIN, JR.
State Bar No 08460300
Rebecca D. Rozmus
State Bar No. 00795627
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a true, correct and complete copy of the foregoing instrument has been served via certified mail, return receipt requested to all attorneys of record in this cause on the 3rd day of February, 2004.

Rebecca D. Rozmus

Rebecca D. Rozmus

VIA CERTIFIED MAIL RRR
Syl Mauro
Attorney at Law
12451 Starcrest Drive, Suite 100
San Antonio, Texas 78216-2988

ATTORNEY FOR AUTONATION USA CORP., D/B/A CHAMPION TOYOTA OF AUSTIN

VIA CERTIFIED MAIL RRR
Cary A. Slobin
Abigail A. Mathews
HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P
6688 N. Central Expressway, Suite 1000
Dallas, Texas 75206

ATTORNEYS FOR TOYOTA MOTOR MANUFACTURING TEXAS, INC. AND TOYOTA MOTOR SALES, U.S.A., INC.

CAUSE NO. CIV1-11,695

FILED

2004 JAN -5 PM 4:39

THOMAS S. EDWARDS	§	IN THE COUNTY COURT AT LAW
	§	
VS.	§	NO.
	§	
AUTONATION USA CORPORATION	§	
D/B/A CHAMPION TOYOTA OF AUSTIN,	§	
TOYOTA MOTOR MANUFACTURING,	§	
TEXAS, INC., and TOYOTA MOTOR	§	
SALES, USA, INC.	§	VICTORIA COUNTY, TEXAS

COUNTY CLERK
VICTORIA COUNTY, TEXAS
By Stefanie Jumelmoon
Deputy

RECEIVED
JAN 12 2004
LEGAL DEPT.

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

THOMAS S. EDWARDS, Plaintiff in the above entitled and numbered cause, complain of Defendants AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN, TOYOTA MOTOR MANUFACTURING, TEXAS, INC., AND TOYOTA MOTOR SALES, USA, INC., and would respectfully show the Court as follows:

I. Parties

1. Plaintiff is an individual residing in Victoria, Victoria County, Texas.

2. Defendant AUTONATION USA CORPORATION, is a Florida corporation qualified to do business in Texas, doing business as CHAMPION TOYOTA OF AUSTIN, and may be served with process by serving its registered agent, CT Corporation System, 350 N. St. Paul, Dallas, Texas 75201, by certified mail, return receipt requested.

3. Defendant TOYOTA MOTOR MANUFACTURING, TEXAS, INC. is a Texas corporation qualified to do business in Texas and may be served with process by serving its registered agent, CT Corporation System, 1021 Main Street, Suite 1150, Houston, Texas 77002, by

certified mail, return receipt requested.

4. Defendant TOYOTA MOTOR SALES, USA, INC. is a California corporation qualified to do business in Texas and may be served with process by serving its registered agent, The Prentis-Hall Corporation, 701 Brazos Street, Suite 1050, Austin, Texas 78701, by certified mail, return receipt requested.

II. Scope of Discovery

5. Plaintiffs plead that discovery should be conducted in accordance with a Level 2 discovery control plan under Civil Procedure Rule 190.3.

III. Venue

6.Venue is proper in Victoria County, Texas because all or a substantial part of the events or omissions giving rise to this claim occurred in Victoria County, Texas. *See* TEX. CIV. PRAC. & REM. CODE ANN. §15.002(a)(1) (Vernon Supp. 1997). Furthermore, pursuant to Texas Civil Practices and Remedies Code §15.033, venue is proper in Victoria County, Texas as Plaintiff is a resident of Victoria, Victoria County, Texas.

IV. Cause of Action

A. DTPA

7. This suit is filed pursuant to the provisions of TEX. BUS. & COM. CODE ANN. 17.41 et. seq., commonly known as the Deceptive Trade Practices and Consumer Protection Act and hereinafter referred to as the DTPA, upon the grounds that the acts and practices described herein are prohibited by this statute. Plaintiff is a consumer with assets less that TWENTY FIVE MILLION AND NO/100 DOLLARS ($25,000,000.00).

8. Whenever in this petition it is alleged that any Defendant did any act or thing, it is meant that Defendant's officers, agents, servants, employees, or representatives did such acts or things and

that at the time such acts or things were done, it was done with full authorization or ratification of Defendant, or was done in the normal and routine course and scope of employment of Defendants' officers, agents, servants, employees, or representatives.

9. On or about May 18, 2002, Plaintiff purchased a 2002 Toyota Sequoia from Defendant AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN in Austin, Travis County, Texas. Defendants TOYOTA MOTOR MANUFACTURING, TEXAS, INC., AND TOYOTA MOTOR SALES, USA, INC. designed, manufactured and/or marketed the vehicle. Defendants represented that the vehicle was of good and sound quality prior to the sale. As a result of the representations made by Defendants, Plaintiff entered into a contract with AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN for the purchase of the 2002 Toyota Sequoia.

10.The representations described above were false, misleading and deceptive. More specifically, the vehicle was not of good and sound quality in that the transmission repeatedly malfunctioned, causing the vehicle to lunge forward in a dangerous and uncontrolled manner, while at a stop with the transmission in gear. Defendants failed to disclose these facts in violation of the DTPA. Plaintiff would further show that Defendants engaged in unconscionable conduct as the term is defined by the DTPA by these acts and/or omissions, and Defendants' conduct described herein was committed knowingly. Said conduct is the proximate cause of all the claims described herein.

B. Breach of Express and Implied Warranties

11. Plaintiff would also show that Defendants extended express and implied warranties on the vehicle made the basis of this suit, and such warranties have been breached, and such breach is the producing cause of all the damages described herein.

C. Breach of Contract

12. Plaintiff would further show that as a result of the facts set forth herein above, Defendants have breached their contract with Plaintiff by selling Plaintiff a vehicle that was not of good and sound quality, nor fit for its intended purpose, and that such breach of contract is the cause of the damages described herein.

D. Negligence

13. Defendants were negligent in failing to insure that the vehicle that they manufactured and/or sold to the Plaintiff had a transmission that operated as intended and did not dangerously and uncontrollably lunge forward. Despite Plaintiffs' repeated attempts to have the vehicle repaired by an authorized Toyota dealership, the condition could not be repaired. Defendants at all relevant times were negligent in failing to insure that he transmission operated as intended and the vehicle was fit for its intended purpose or capable of being repaired. These negligent acts and/or omissions on the part of the Defendants proximately caused the damages recited herein.

D. Revocation

14. Pursuant to the Texas Business and Commerce Code §2.608, Plaintiff has revoked his acceptance of the vehicle for which he now brings this action. On or about December 6, 2003, Plaintiff physically returned the 2002 Toyota Sequoia that forms the basis of this lawsuit to the Defendant, AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN.

15. Plaintiff revoked his acceptance of the 2002 Toyota Sequoia as its failure to operate as intended substantially impaired its value to him as he had accepted it without discovery of its failure to operate as intended and his initial acceptance was reasonably induced by the difficulty of discovery before acceptance and by the Defendants' assurances.

16. Plaintiff's revocation of acceptance occurred within a reasonable time after he discovered the failure of the vehicle to operate as intended, and before any substantial change in condition of

the vehicle which was not caused by its own defects. Plaintiff notified the seller of his revocation orally and in writing.

V. Damages

17. The unlawful acts and practices described above are and were a producing cause of damages to Plaintiff. The purpose of this suit is to recover the amount of money which, if paid in cash, would fairly and reasonably compensate Plaintiff for such damages. These damages include, but are not limited to restitution and expenses incurred, benefit of the bargain, mental anguish and initial expenses.

18. Furthermore, Plaintiff claims all of his remedies, rights and damages under the Texas Business and Commerce Code arising out of or as a result of his revocation pursuant to §2.608 of the Texas Business and Commerce Code.

19. Plaintiff asserts that all the actions described in this petition were done wantonly, willfully and knowingly, and completely without justification, warranting the imposition of punitive damages in an amount to be determined by the trier of fact.

VI. Conditions Precedent

20. All conditions precedent to Defendants' liability have been performed or have occurred.

VII. Attorney Fees

21. In this connection, the Plaintiff has employed the undersigned attorneys to represent the Plaintiff and agreed to pay them a reasonable attorney's fee for their service. Plaintiff seeks to collect these reasonable and necessary attorney's fees incurred in the prosecution of this case pursuant to the Texas Business and Commerce Code §17.50 and the Texas Civil Practices and

Remedies Code §38.001 *et seq.*.

VIII. Jury Demand

22. Plaintiff demands a jury trial and tenders the appropriate fee.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendants be cited according to law to appear and answer herein and that after final trial Plaintiff has judgment against Defendants for those damages described above and in the full amount allowed by law, together with pre-judgment and post-judgment interest on such amount at the legal rate;

Plaintiff further prays for attorney's fees that are reasonable and necessary in this cause as set forth above and for costs of court;

Plaintiff further prays for punitive damages; and

Plaintiff further prays for such other and further relief to which Plaintiff may be justly entitled.

RESPECTFULLY SUBMITTED,

HOUSTON, MAREK & GRIFFIN
Attorneys at Law
120 Main Place, Suite 301
P. 0. Box 2329
Victoria, Texas 77902

By: _____
JOHN GRIFFIN, JR.
State Bar No. 08460300
Rebecca D. Rozmus
State Bar No. 00795627
Attorneys for Plaintiffs

Remedies Code §38.001 *et seq.*.

VIII. Jury Demand

22. Plaintiff demands a jury trial and tenders the appropriate fee.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendants be cited according to law to appear and answer herein and that after final trial Plaintiff has judgment against Defendants for those damages described above and in the full amount allowed by law, together with pre-judgment and post-judgment interest on such amount at the legal rate;

Plaintiff further prays for attorney's fees that are reasonable and necessary in this cause as set forth above and for costs of court;

Plaintiff further prays for punitive damages; and

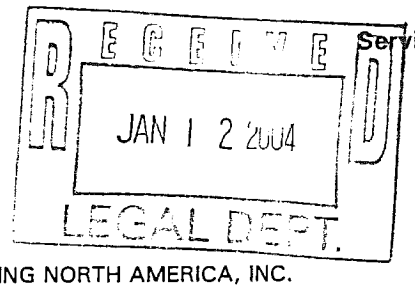
Plaintiff further prays for such other and further relief to which Plaintiff may be justly entitled.

RESPECTFULLY SUBMITTED,

HOUSTON, MAREK & GRIFFIN
Attorneys at Law
120 Main Place, Suite 301
P. 0. Box 2329
Victoria, Texas 77902

By: _____
JOHN GRIFFIN, JR.
State Bar No. 08460300
Rebecca D. Rozmus
State Bar No. 00795627
Attorneys for Plaintiffs

CT System



Service of Process Transmittal Form

Houston, Texas

01/08/2004

Via Federal Express (2nd Day)

TO: Patrick Nepute General Counsel
TOYOTA MOTOR MANUFACTURING NORTH AMERICA, INC.
25 ATLANTIC AVE.
ERLANGER, KY 41018

RE: **PROCESS SERVED IN TEXAS**

FOR Toyota Motor Manufacturing, Texas, Inc. Domestic State: Tx

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

1. TITLE OF ACTION:	Thomas S Edwards, Pltf. vs Autonation USA Corporation dba Champion Toyota of Austin, TOYOTA MOTOR MANUFACTURING, TEXAS, INC. and Toyota Motor Sales, USA, Inc., Defts.
2. DOCUMENT(S) SERVED:	Citation & Petition
3. COURT:	County Court at Law No. 1 of Victoria County, Texas Case Number CIV111695
4. NATURE OF ACTION:	Damages; breach of contract regarding vehicle, herein described; unspecified amount sought
5. ON WHOM PROCESS WAS SERVED:	CT Corporation System, Houston, Texas
6. DATE AND HOUR OF SERVICE:	By Certified mail on 01/08/2004 with Postmarked Date 01/06/2004
7. APPEARANCE OR ANSWER DUE:	10:00 a.m. Monday next after expiration of 20 days.
8. ATTORNEY(S):	John Griffin Jr Houston Marek & Griffin P O Box 2329 Victoria, TX 77902
9. REMARKS:	

SIGNED CT Corporation System

PER Susan V. Thompson
ADDRESS 1021 Main Street
Suite 1150
Houston, TX 77002
SOP WS 0005974382

Information contained on this transmittal form is recorded for C T Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

==========
CITATION
==========
Cause No. CIV1-11,695

JAN 1 2 2004
LEGAL DEPT.

THE STATE OF TEXAS

TO: TOYOTA MOTOR MANUFACTURING, TEXAS, INC.
BY SERVING ITS REGISTERED AGENT, CT CORPORATION SYSTEM
1021 MAIN STREET, SUITE 1150
HOUSTON, TEXAS 77002

Defendant ___, in the hereinafter styled and numbered cause:

YOU ARE HEREBY COMMANDED to appear before the County Court At Law #1 of VICTORIA County, Texas, to be held at the Courthouse of said County in the City of Victoria, Victoria County, Texas, by filing a written answer to the petition of plaintiff(s) at or before 10:00 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof, a copy of which accompanies this citation in Cause Number CIV1-11,695, styled:

THOMAS S. EDWARDS, Plaintiff
vs.
AUTONATION USA CORPORATION D/B/A CHAMPION TOYOTA OF AUSTIN, TOYOTA MOTOR MANUFACTURING, TEXAS, INC., AND TOYOTA MOTOR SALES, USA, INC., Defendant

filed in said court on the 5th day of January, 2004.

Plaintiff is represented by JOHN GRIFFIN, JR. , whose address is P. O. BOX 2329 , VICTORIA, TX 77902 .

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 6th day of January, 2004 .

VAL D. HUVAR, COUNTY CLERK
VICTORIA COUNTY, TEXAS
P.O. BOX 1968; 115 N. BRIDGE
VICTORIA, TEXAS 77902-1968

BY: Stefanie Tumlinson
STEFANIE TUMLINSON , Deputy

NOTICE

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

(DEFENDANT(S) COPY)

CAUSE NO. CIV1-11,695

CERTIFICATE OF DELIVERY

*Executed on the 6th day of January, 2004, by mailing to the within named TOYOTA MOTOR MANUFACTURING, TEXAS, INC. BY SERVING ITS REGISTERED AGENT, CT CORPORATION SYSTEM , 1021 MAIN STREET, SUITE 1150 , HOUSTON, TEXAS 77002 , in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

-BY CERTIFIED MAIL: -RETURN RECEIPT REQUESTED

VAL D. HUVAR, COUNTY CLERK
VICTORIA COUNTY, TEXAS

Signature of person serving citation

By: Stefanie Tumlinson, Deputy
STEFANIE TUMLINSON

(DEFENDANT(S) COPY)
PAGE 2 OF 2

CERTIFIED MAIL

VAL D. HUVAR
COUNTY CLERK
P. O. BOX 1968
VICTORIA, TEXAS 77902-1968

7000 0520 0022 3733 4451

VICTORIA
MAR 06 04
TX

4.65
METER
7134415
U.S. POSTAGE

CT CORPORATION SYSTEM REGISTERED AGENT
TOYOTA MOTOR MANUFACTURING TEXAS INC
1021 MAIN STREET SUITE 1150
HOUSTON TX 77002

77002+6508 31

TOY-RQ-05E-00000112

Align top of FedEx Shipping Label on ASTRA Label Items

ORIGIN ID: WHTA (713) 658-9486
SUSAN V THOMPSON
CT CORP
1021 MAIN STREET
SUITE 1150
HOUSTON, TX 77002

SHIP DATE: 08JAN04
SYSTEM #744281 / CAFE2165
ACTUAL WGT: 1 LBS SCALE

FedEx

FedEx Revenue Barcode

TO:

PATRICK NEPUTE GEN CSL
TOYOTA MOTOR MANUFACTURING NORTH AM
25 ATLANTIC AVENUE

ERLANGER, KY 41018

REF: SOP412900/5974382/SVT

Delivery Address Barcode (FedEx-EDR)

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Part # 156148-434 NAIT 8-03

NO. CIVI-11,695

THOMAS S. EDWARDS	§	N THE COUNTY COURT
	§	
Plaintiff,	§	
	§	
vs.	§	
	§	AT LAW NUMBER 1
AUTONATION USA CORPORATION	§	
D/B/A CHAMPION TOYOTA OF AUSTIN	§	
TOYOTA MOTOR MANUFACTURING,	§	
TEXAS, INC., AND TOYOTA MOTOR	§	
SALES, U.S.A., INC.	§	
	§	
Defendants.	§	VICTORIA COUNTY, TEXAS

TOYOTA MOTOR MANUFACTURING TEXAS, INC
SPECIAL EXCEPTIONS AND SUBJECT THERETO ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Toyota Motor Manufacturing Texas, Inc. ("TMMT"), Defendant in the above-styled and numbered cause, files this Original Answer to Plaintiff's Original Petition, and for such would show this Honorable Court as follows:

I.

SPECIAL EXCEPTIONS

TMMT specially excepts to Plaintiff's Original Petition in that it fails to allege a maximum amount of damages in compliance with the Texas Rules of Civil Procedure. TMMT requests Plaintiff be required to replead his action within 7 days or have his action dismissed.

II.

GENERAL DENIAL

TMMT denies generally each and every, all and singular, the material allegations contained in Plaintiff's Original Petition, demands strict proof thereof, and says that this is a matter for jury decision.

III.

VERIFIED DENIAL

TMMT did not design, test, manufacture, market or in anyway distribute the 2002 Toyota Sequoia at issue in this matter. Specifically, TMMT was not in the chain of distribution/commerce for 2002 Toyota Sequoia at issue in this matter. Accordingly, TMMT specially denies it is a proper party to this litigation and pleads a defect of parties pursuant to Rule 93(4) of the Texas Rules of Civil Procedure.

IV.

SPECIFIC DENIAL

TMMT specifically denies that Plaintiff has complied with all conditions precedent to recovery, by failing to comply with the Texas Deceptive Trade Practices Act sections 17.505 notice provision. Specifically Plaintiff has failed to provided TMMT with written notice at least 60 days before filing suit, advising in reasonable detail, the specific complaint, amount of economic damages, mental anguish damages and attorneys' fees reasonably incurred by the consumer.

V.

AFFIRMATIVE DEFENSES

Further answering, and by way of affirmative defense, TMMT states that others beyond the control of TMMT, acted intentionally or failed to use that degree of care as would have been used by a reasonably prudent person under the same or similar circumstances, and thereby were the sole cause or were a contributing proximate and/or producing cause of Plaintiff's damages. TMMT therefore invokes the doctrine of sole cause and comparative causation in strict liability, negligence, and breach of warranty claims.

VI.

PROPORTIONATE RESPONSIBILITY

Further pleading, and in the unlikely event that any liability be found on the part of TMMT, such liability should be reduced by the percentage of the causation found to have resulted from Plaintiff's negligence and/or from the acts or omissions of any other defendants or third parties, as provided for in the Texas Civil Practice & Remedies Code.

VII.

JURY DEMAND

TMMT demands that a jury be empanelled to try the facts and issues of this cause.

VIII.

COURT REPORTER

TMMT respectfully requests that a court reporter attend all sessions of court in conjunction with this case and that the reporter take full notes of all testimony offered,

together with any objections, rulings and remarks of the court and such other proceedings as may be needed or requested by TMMT.

WHEREFORE, PREMISES CONSIDERED, Toyota Motor Manufacturing Texas, Inc. prays for judgment of the Court and that it be allowed to go henceforth without delay and recover its costs and expenses expended on its behalf.

Respectfully submitted,

Cary A. Slobin
Texas Bar No. 00797445
Abigail A. Mathews
Texas Bar No. 24013114

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.
6688 N. Central Expressway, Suite 1000
Dallas, Texas 75206
(214) 369-2100
(214) 369-2118 - Facsimile

ATTORNEYS FOR DEFENDANT, TOYOTA MOTOR MANUFACTURING TEXAS, INC.

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this day personally appeared before me **Abigail A. Mathews**, counsel for Toyota Motor Manufacturing Texas, Inc. who having first been duly sworn, stated upon her oath that she has read the foregoing verified denial contained in Paragraph III above, and that said denial is true and correct.

Abigail A. Mathews

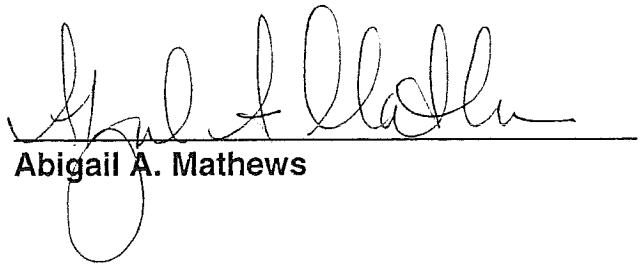
SWORN TO and SUBSCRIBED before me by Abigail A. Mathews on this the 29th day of January 2004.

SUSAN SANDERS
MY COMMISSION EXPIRES
December 10, 2006

Notary Public in and for the State of Texas

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been forwarded to all known counsel of record in accordance with the Texas Rules of Civil Procedure on the 7th day of January 2004, as follows:



Abigail A. Mathews

FILE START

ASSESSED
ENTERED
VERIFIED

CAUSE NO. 2003-69266

EMMA GREANEY, *Plaintiff*	§	**IN THE DISTRICT COURT**
DOUGLAS R. MACAFEE, Individually and on behalf of the Estate of DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a Minor, and GREGORY SCOTT MACAFEE *Intervenors/Plaintiffs*	§	
VS.	§	**333RD JUDICIAL DISTRICT**
ACCRUED INVESTMENTS, INC., CAROL PARISH, BILLY R. PARISH, and LEXUS, A Division of TOYOTA, MOTOR SALES USA, INC. *Defendants*	§	**HARRIS COUNTY, TEXAS**

FILED
CHARLES BACARISSE
DISTRICT CLERK
HARRIS COUNTY, TEXAS
2004 JUL 20 PM 2:03

CROSS-PLAINTIFFS ACCRUED INVESTMENTS, INC., CAROL PARISH, AND BILLY R. PARISH'S CROSS CLAIM AGAINST CROSS-DEFENDANT LEXUS, A DIVISION OF TOYOTA MOTOR SALES USA, INC.

COME NOW Defendant/Cross-Plaintiffs ACCRUED INVESTMENTS, INC., CAROL PARISH, and BILLY R. PARISH (hereinafter referred to as "Cross-Plaintiffs"), and files this their Cross Claim against Defendant/Cross-Defendant LEXUS, A DIVISION OF TOYOTA MOTOR SALES USA, INC. (hereinafter referred to as "Cross-Defendant"). Cross-Defendant may be served with process by serving its registered agent for service of process, the Prentice-Hall Corporation System, 701 Brazos Street, Suite 1050, Austin, Texas, 78701.

In the unlikely event that Cross-Plaintiffs are found to be liable for the injuries and damages being claimed by the Plaintiffs and Intervenors, Cross-Plaintiffs are entitled to contribution and indemnity from Cross-Defendant by reason of its products liability/strict liability, negligence, gross negligence, negligence *per se*, and/or negligence by *res ipsa loquitor*.

Specifically, Cross-Defendant was, at the time of the incident forming the basis of this lawsuit, in the business of designing, assembling, manufacturing, marketing, selling, and placing into the stream of commerce automobiles, including the Lexus, for sale to and use by members of the general public. Cross-Defendant designed, assembled, manufactured, marketed, sold, and placed into the stream of commerce the 2001 Lexus LS430 (hereinafter referred to as "the vehicle") that, because of its marketing, manufacturing, and design defects, caused the incident on or about December 5, 2003, which forms the basis of this lawsuit.

As designed, assembled, manufactured, marketed, sold, and placed into the stream of commerce, the vehicle was defective and unreasonably dangerous to owners, users, and bystanders, such as the Decedent, Deborah K. Macafee and Emma Greaney. The vehicle's unreasonably dangerous condition(s) was/were a proximate and producing cause of the fatal injuries sustained by the Decedent, Deborah K. Macafee, and the damages allegedly sustained by the Plaintiffs and Intervenors herein. The vehicle, as dangerously designed, manufactured, marketed, and placed into the stream of commerce, was a producing cause of the fatal injuries inflicted upon the Decedent, Deborah K. Macafee and injuries to Emma Greaney. Cross-Defendant is strictly liable for the Plaintiff's and Intervenors' alleged damages and losses.

There was a design defect in the vehicle at the time it left the possession of Cross-Defendant that was a producing cause of the incident which forms the basis of this lawsuit and the resulting injuries and damages allegedly incurred by the Plaintiff and Intervenors. The defective design of the vehicle rendered the vehicle, under normal operating conditions, unreasonably and inherently dangerous (without warning) as designed, taking into consideration the utility of the vehicle and the risk involved in its use. There existed safer alternative designs that in reasonable probability would

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have prevented or significantly reduced the risk of the occurrence in question, without substantially impairing the product's utility, and that were economically and technically feasible at the time that the vehicle left the control of Cross-Defendant, by the application of existing or reasonably achievable scientific and manufacturing knowledge and procedures.

In addition, Cross-Defendant was put on notice of similar other prior claims, incidents, and other injuries, and had adequate warning that its vehicles, containing the same or substantially similar mechanisms, component parts, systems, and processes, were defective and had a propensity and probability of operation in an unsafe and hazardous condition and one that would cause substantial risk of severe injuries, damages, and death.

Cross-Defendant was grossly negligent in its design, manufacturing, and marketing of its vehicles, including the vehicle involved in the incident forming the basis of this lawsuit. At the time that the vehicle left the possession of Cross-Defendant, Cross-Defendant knew of the extreme degree of risk involved, as well as the probability and magnitude of the potential harm to be caused to others, and Cross-Defendant has actual and subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others in marketing the vehicle that was involved in the incident which forms the basis of this lawsuit, and putting it into the stream of commerce.

The injuries incurred by the Decedent, Deborah K. Macafee and Emma Greaney on or about December 5, 2003, resulted from the negligent acts of Cross-Defendant, both of omission and commission, including the design and manufacturing defects in the products, component parts, mechanisms, systems, and processes, as well as the failure to warn of the dangerous condition(s) that existed. This negligence includes, but is not limited to:

TOY-RQ-05E-00000123

1. the failure to use ordinary care in the design and manufacture of the products, component parts, mechanisms, systems, and processes;

2. the failure to use ordinary care to warn of these known and inherent dangers; and

3. the failure to use ordinary care in furnishing reasonably safe component parts, mechanisms, and/or other instrumentalities.

Each of the above and foregoing acts, both of omission and commission, were negligent and constituted negligence and were each and all a producing and proximate cause of the incident that forms the basis of this lawsuit and of the personal injuries and damages allegedly sustained by Plaintiff and Intervenors. In addition, Cross-Defendant had actual knowledge of the unreasonably dangerous condition of the vehicle and products, component parts, mechanisms, systems, and processes at issue, or as previously put into the stream of commerce.

The conduct of the Cross-Defendant as described herein constituted gross neglect and gross negligence. Specifically, Cross-Defendant's conduct constituted willful acts or omissions which, when viewed objectively from the viewpoint of the actor at the time of the occurrences involves an extreme degree of risk of injury and harm, considering the probability and the magnitude of the potential harm to others. In addition, this willful conduct on the part of Cross-Defendant involved actual, subjective awareness of the risk involved, but nevertheless Cross-Defendant proceeded with conscious indifference to the rights, safety, welfare, and well being of others.

In the unlikely event that Plaintiffs and Intervenors recover a verdict against Cross-Plaintiffs for injuries and damages sustained as a result of the incident in question, such will have been brought about and caused by the acts or omissions of Cross-Defendant. Accordingly, Cross-Plaintiffs are entitled to seek contribution and/or indemnity from Cross-Defendant.

TOY-RQ-05E-00000124

WHEREFORE, PREMISES CONSIDERED, Cross-Plaintiffs pray that in the event that Plaintiffs recover a judgment against them that they have judgment over and against Cross-Defendant for all damages, costs, attorneys' fees, and any and all other relief to which Counter-Plaintiffs may show themselves justly entitled.

Respectfully submitted,

FABREGA, HOOD, RAYNES & FASS, L.L.P.

By: _____

Luis A. Fabrega
State Bar No.: 00790660
815 Walker, Suite 740
Houston, Texas 77002
Telephone: (713) 228-2322
Facsimile: (713) 228-0088
COUNSEL FOR DEFENDANTS/CROSS-PLAINTIFFS, ACCRUED INVESTMENTS, INC., CAROL PARISH, AND BILLY R. PARISH

CERTIFICATE OF SERVICE

This pleading was served in compliance with Rules 21 and 21a of the Texas Rules of Civil Procedure on July 19, 2004.

_____
Luis A. Fabrega

TOY-RQ-05E-00000125

CAUSE NO. 2003-69266

EMMA GREANEY,	§	**IN THE DISTRICT COURT OF**
	§	
Plaintiff,	§	
	§	
DOUGLAS R. MACAFEE, Individually and on behalf of THE ESTATE OF DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a minor, and GREGORY SCOTT MACAFEE	§	**HARRIS COUNTY, TEXAS**
	§	
Intervenors/Plaintiffs,	§	
v.	§	
	§	
ACCRUED INVESTMENTS, CAROL R. PARRISH, and LEXUS, a Division of TOYOTA MOTOR SALES USA, INC.	§	
	§	
Defendants.	§	**333rd JUDICIAL DISTRICT**

FILED
CHARLES BACARISSE
DISTRICT CLERK
HARRIS COUNTY, TEXAS
2004 JUL 15 AM 10:51
RECEIVED
JUL 12 2004
LEGAL

PETITION IN INTERVENTION

TO THE HONORABLE JUDGE AND JURY OF SAID COURT:

Comes now DOUGLAS R. MACAFEE, individually and on behalf of the estate of DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a minor, and GREGORY SCOTT MACAFEE, filing this Plea In Intervention complaining of Defendants ACCRUED INVESTMENTS, CAROL R. PARRISH and LEXUS, A DIVISION OF TOYOTA MOTOR SALES USA, INC., and in support thereof would respectfully show as follows:

I. DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Level 2 of TEX. R. CIV. P. 190.

TOY-RQ-05E-00000126

II. PARTIES

2. Plaintiff/Intervenors Douglas R. MacAfee, along with his minor son, Bradley Scott MacAfee, and Gregory Scott MacAfee are residents of Harris County, Texas.

3. Original Plaintiff is Emma Greaney.

4. Defendant Carol L. Parish ("Parish") is a resident of Kingwood, Harris County, Texas. Parish may be served with citation and process by serving her counsel of record, Mr. Luis A. Fabrega located at Fabrega, Hood, Raynes & Fass, L.L.P., 815 Walker, Suite 740, Houston, Texas 77002, with this Petition in Intervention. Parish has already answered and appeared herein.

5. Defendant Toyota Motor Sales USA, Inc., ("Toyota") is a foreign corporation doing business in the state of Texas. Toyota may be served with citation and process by serving its registered agent: the Prentice-Hall Corporation System; 701 Brazos Street, Suite 1050; Austin, Texas 78701.

III. JURISDICTION AND VENUE

6. Plaintiff/Intervenor's causes of action arose from or are connected with one or more of Defendants' acts that occurred in whole or in part in Harris County, Texas. Venue is proper in Harris County because a substantial part of the events or omissions giving rise to Plaintiff/Intervenor's claims occurred in Harris County. CIV. PRAC. & REM. CODE § 15.002(a)(1), CIV. PRAC. & REM. CODE § 15.005.

7. Plaintiffs/Intervenors seeks monetary damages, exclusive of attorneys' fees, costs of court and punitive damages, within the jurisdictional limits of this Court.

IV. FACTUAL BACKGROUND

8. Plaintiffs/Intervenors assert claims of negligence, gross negligence, wrongful death,

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and marketing, manufacturing, and design defects arising from the fatal injuries incurred by Plaintiff/Intervenor Douglas MacAfee's wife, Deborah Kay MacAfee, on or about December 5, 2003 and her resultant death. Plaintiffs/Intervenors seek damages for their losses, and for the losses incurred by the estate of Deborah MacAfee, and the losses to the minor child, Bradley MacAfee.

9. Decedent MacAfee, who was forty-five years old at the time of her fatal injuries and death, was in the process of leaving the Soccer 4 All store in Kingwood, Texas, when she was struck by a Lexus vehicle (a 2001 Lexus LS 430) operated and driven by Carol L. Parish. Deborah MacAfee was married to her high school sweetheart, Douglas R. MacAfee, and had two children, Gregory and Bradley MacAfee. On that day the MacAfee family lost a loving wife, mother, caretaker, homemaker, confidant, friend and companion.

10. Deborah MacAfee was forty-five (45) years of age at the time of her tragic and untimely death. The Lexus vehicle was designed, manufactured, marketed and sold by Toyota.

V. CAUSES OF ACTION

A. NEGLIGENCE, GROSS NEGLIGENCE AND NEGLIGENT ENTRUSTMENT

11. Based on and incorporating the facts set forth above and herein, Defendant Carol Parish was negligent and grossly negligent in the manner and course of operating the 2001 LS 430 Lexus vehicle in question that caused Deborah MacAfee's fatal injuries. Carol Parish was negligent, and grossly negligent, in the following respects, among others:

a. Failing to maintain appropriate speed;
b. Failing to control speed;
c. Failing to properly apply brakes or braking system;
d. Failing to maintain proper control of her vehicle;
e. Failing to maintain appropriate distances with other structures; and
f. Failing to take appropriate evasive procedures to prevent colliding with Deborah MacAfee.

B. Products Liability and Strict Liability in Tort

12. Based on and incorporating the foregoing facts, and pleading in addition to or in the alternative to other claims as set forth herein, Plaintiffs/Intervenors would show that Defendant Toyota designed, manufactured, marketed and sold the 2001 LS 430 vehicle involved in the accident that caused Deborah MacAfee's injuries and death. As designed, assembled, manufactured, marketed, sold and placed in the stream of commerce, the vehicle was defective and unreasonably dangerous to owners, users, and bystanders, such as Decedent Deborah MacAfee. The vehicle's defective and unreasonably dangerous condition was/were a proximate and producing cause of the fatal injuries sustained by Decedent Deborah K. MacAfee, and the damages sustained by Intervenors/Plaintiffs herein. The vehicle, as defectively designed, manufactured, marketed and placed in the stream of commerce, was a producing cause of the fatal injuries inflicted upon Decedent Deborah MacAfee. Toyota is strictly liable to Plaintiffs/Intervenors for their damages and losses.

13. As set forth above, there was a design defect in the Lexus vehicle at the time it left the possession of Defendant Toyota that was a producing cause of the subject accident and the resulting injuries and damages. The defective design rendered the vehicle, under normal operating conditions, unreasonably and inherently dangerous (without warning) as designed, taking into consideration the utility of the vehicle and the risk involved in its use. There existed safer alternative designs that in reasonable probability would have prevented or significantly reduced the risk of the occurrence in question, without substantially impairing the product's utility, and that were economically and technologically feasible at the time that the vehicle left the control of Defendant Toyota, by the application of existing or reasonably achievable scientific and manufacturing

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knowledge and procedures.

14. Moreover, Toyota was put on notice of similar other prior claims, incidents and other injuries, and had adequate warning that its vehicles, containing the same or substantially similar mechanisms, component parts, systems and processes, were defective and had a propensity and probability of operation in an unsafe and hazardous condition and one that would cause substantial risk of severe injuries, damages and death.

15. Intervenors/Plaintiffs will show by clear and convincing evidence that Defendant Toyota was grossly negligent in its design, manufacturing and marketing of its vehicles, including the 2001 Lexus LS 430 involved in the subject accident. At the time the vehicle left the possession of Defendant Toyota, Defendant knew of the extreme degree of risk involved, as well as the probability and magnitude of the potential harm to be caused to others; and, Defendant had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others in marketing the subject vehicle and putting it into the stream of commerce. Consequently, Defendant Toyota is liable to Intervenors/Plaintiffs not only for actual damages, but also for exemplary damages.

C. Negligence and Gross Negligence of Toyota

16. Based on and incorporating the facts set forth herein, Intervenors would show that Toyota was negligent and grossly negligent, which proximately caused the injuries and death of Decedent Deborah MacAfee and resulted in the losses and damages to Intervenors. The injuries suffered by Decedent Deborah MacAfee on December 5, 2003, as described above, resulted from the negligent acts of the Toyota, both of omission and commission, including the design and manufacturing defects in the products, component parts, mechanisms, systems and process, along

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with the failure to warn of the dangerous condition that existed. This negligence also includes, but is not limited to, the failure to use ordinary care in the design and manufacture of the products, component parts, mechanisms, systems and process; the failure to use ordinary care to warn of these known and inherent dangers; and the failure to use ordinary care in furnishing reasonably safe component parts and mechanisms or other instrumentalities.

17. Each of the above and foregoing acts, both of omission and commission, were negligent and constituted negligence and were each and all a producing and proximate cause of the occurrence that is the basis of this suit and of the personal injuries and damages sustained by Intervenors. Further, Intervenors will show that the Toyota had actual knowledge of the unreasonably dangerous condition of the vehicle and products, component parts, mechanisms, systems and process at issue, or as previously put into the stream of commerce.

18. Intervenors plead and will show by clear and convincing evidence that the conduct of the Defendants, as described herein, constituted gross neglect and gross negligence. Specifically, their conduct was willful acts or omissions which, when viewed objectively from the viewpoint of the actor at the time of the occurrences involves an extreme degree of risk of injury and harm, considering the probability and the magnitude of the potential harm to others. Further, this willful conduct on the part of Defendants involved actual, subjective awareness of the risk involved, but nevertheless Defendants proceeded with conscious indifference to the rights, safety, welfare and well-being of others and of Decedent Deborah MacAfee.

VI. DAMAGES

19. As a result of Defendants' acts, omissions and failures, and as the direct and proximate result of the conduct as well as the design and marketing defects described above,

Deborah K. MacAfee suffered severe, painful and fatal injuries. Plaintiff/Intervenor Douglas MacAfee lost a loving wife and life-long companion. Bradley Scott MacAfee and Gregory Scott MacAfee lost a loving and devoted mother. Consequently, Intervenors/Plaintiffs are entitled to recover their pecuniary losses, in terms of the loss of the care, maintenance, support, services, advise, counsel and contributions of a monetary value which, in reasonable probability, they would have received from Decedent Deborah K. MacAfee had she lived. Intervenors/Plaintiffs are also entitled to recover from their loss of companionship and society, including the loss of positive benefits flowing from the love, comfort, companionship, support, and society that they would have received from Deborah K. MacAfee had she lived. Intervenors/Plaintiffs also seek to recover damages for their mental anguish, including the emotional pain, torment, anguish, upheaval and suffering that they have experienced, and will experience in the future, because of the death of their wife and mother.

20. As the personal representative of the Estate of Deborah Kay MacAfee, Intervenor/Plaintiff Douglas MacAfee is entitled to recover, on behalf of the Estate, damages for the conscience physical pain, emotional pain, torment and suffering experienced by Decedent before her death as a result of the incident in question. Intervenor/Plaintiff is also entitled to recover the reasonable amount of expenses for the funeral and burial for Decedent Deborah K. MacAfee.

21. Plaintiffs/Intervenors have suffered pain and suffering, mental anguish, emotional upheaval, nightmares, sleeplessness, and other substantial and significant emotional and mental effects. Douglas MacAfee lost the love and companionship between spouses, and has incurred the loss of companionship, love and affection that he had with Deborah MacAfee. Bradley Scott MacAfee, and Gregory Scott MacAfee forever lost the love and companionship between a mother

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and child. Plaintiffs/Intervenors are tormented by the excruciating and horrific events that caused the untimely death of Deborah MacAfee. Plaintiffs/Intervenors have suffered, continue to suffer, and will in the future suffer severe emotional distress, depression, and anguish due to the negligence and gross negligence of Defendants.

22. Further, Plaintiffs/Intervenors have suffered and continue to suffer mental anxiety and emotional pain, anguish, stress, worry, severe grief, loss of appetite and sleep, and other damages and injuries resulting from the events in question. Plaintiffs/Intervenors have incurred loss of household services, and other pecuniary losses. Intervenors seek compensation and damages, both past and future, for all pecuniary losses, loss of care, maintenance, support, services, advice, counsel and reasonable contributions that Intervenors could reasonably have expected from Decedent Deborah MacAfee had she lived; loss of companionship and the loss of the spouse/parent-child relationship, loss of love, comfort and support. Accordingly, Plaintiffs/Intervenor seeks all general, special, incidental and consequential damages as shall be proven at the time of trial.

23. Defendants are liable to Intervenors under the Texas Survival Act. Intervenors are the surviving heirs of Decedent Deborah MacAfee and seek all of the damages as set forth herein from these Defendants.

24. As set forth above, Intervenors/Plaintiffs are also entitled to the recovery of exemplary damages from Defendant Toyota because of its gross negligence.

25. Plaintiffs/Intervenors seek pre-judgment interest at a rate commensurate with the actual rate of interest in the marketplace or, alternatively, the statutory rate of interest because of the delay in receiving the damages and also to avoid unjust enrichment to the Defendants. Plaintiffs/Intervenors also seeks post judgment interest at the maximum rate allowed by law.

TOY-RQ-05E-00000133

VII. JURY DEMAND

26. Plaintiffs/Intervenors request the trial of the above claims and causes of action by jury. A jury fee is being tendered.

WHEREFORE, premises considered, Plaintiffs/Intervenors pray that the Defendants be cited to appear and answer, and that upon final hearing, Plaintiffs/Intervenors have judgment of and from the Defendants for:

a. All damages to which Plaintiffs/Intervenors, and the Estate, may be entitled pursuant to this Petition, or any amendment thereto, including but not limited to pecuniary losses; loss of companionship and society; physical pain and mental anguish suffered by Decedent Deborah K. MacAfee before her death; funeral and burial expenses; and all actual and special damages;

b. Past, present, and future mental and emotional anguish, suffering and upheaval;

c. Loss of earnings and earning capacity;

d. Exemplary damages;

e. Pre-judgment interest at the highest rate permitted by law;

f. Post judgment interest from the date of judgment until paid at the highest rate permitted by law;

g. Costs of Court; and

all such other and further relief, at law or in equity, to which Plaintiffs/Intervenors may be justly entitled and this Court deems proper.

Respectfully submitted,

KRENEK ◊ BAILEY, ATTORNEYS AT LAW

By:

Eddie M. Krenek
Texas Bar No. 11724980

TOY-RQ-05E-00000134

Althea M. Bailey
Texas Bar No. 01513450
Donna P. Dorsey
Texas Bar No. 24025331
15835 Park Ten Place, Ste. 110
Houston, Texas 77084
Telephone: (281) 578-7711
Fax: (281) 578-8988

– And –

Robert G. McConn
Texas Bar No. 13440500
3 MEMORIAL CITY PLAZA
840 GESSNER, SUITE 200
Houston, Texas 77024
Telephone: (713) 629-1111
Fax: (713) 622-9248

ATTORNEYS FOR PLAINTIFFS / INTERVENORS DOUGLAS R. MACAFEE, Individually and on behalf of THE ESTATE OF DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a minor, and GREGORY SCOTT MACAFEE

TOY-RQ-05E-00000135

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record in compliance with the Texas Rules of Civil Procedure on June 23, 2004, as follows:

Mr. Luis A. Fabrega, Esq.
FABREGA, HOOD, RAYNES & FASS, L.L.P.
815 Walker, Suite 740
Houston, Texas 77002
CMRRR 70033110000457609378

Bob G. McConn, Esq.
LAW OFFICES OF R. GARY STEPHENS
7407 Old Katy Road
Houston, Texas 77024

Stephen P. Carrigan, Esq.
SYDOW & CARRIGAN LLP
1331 Lamar Suite 1550
Houston, Texas 77010

Eddie Krenek

Eddie M. Krenek

(F) cc: JKV TKS client

Cause No. 2003-69266

EMMA GREANEY **Plaintiff** **and** **DOUGLAS R. MacAFEE, Individually and on behalf of THE ESTATE of DEBORAH KAY MacAFEE, and on behalf of BRADLEY DONALD MacAFEE, a minor, and GREGORY SCOTT MacAFEE** **Plaintiffs/Intervenors** **VS.** **ACCRUED INVESTMENTS, INC., CAROL L. PARISH, and LEXUS, a Division of TOYOTA MOTOR SALES USA, INC., and TOYOTA MOTOR CORPORATION** **Defendants**	§ § § § § § § § § § § § § § § § § § § §	**IN THE DISTRICT COURT OF** **HARRIS COUNTY, TEXAS** **333RD JUDICIAL DISTRICT**

PLAINTIFFS'/INTERVENORS' FIRST AMENDED PETITION IN INTERVENTION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now DOUGLAS R. MACAFEE, individually and on behalf of the estate of DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a minor, and GREGORY SCOTT MACAFEE, and files this First Amended Petition In Intervention complaining of Defendants, CAROL L. PARISH, TOYOTA MOTOR SALES USA, INC., and TOYOTA MOTOR CORPORATION, and as Plaintiffs'/Intervenors' causes of action would respectfully state the following:

I. DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Level 2 of Rule 190.

COPY

CAUSE NO. 2003-69266

FILED
CHARLES BACARISSE
DISTRICT CLERK
HARRIS COUNTY, TEXAS
05 FEB 2 PM 5:54
BY DEPUTY

RECEIVED
FEB 21 2005
LEGAL DEPT.

EMMA GREANEY	§	IN THE DISTRICT COURT
	§	
Plaintiff	§	
	§	
DOUGLAS R. MACAFEE, Individually and on behalf of THE ESTATE OF DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a Minor, and GREGORY SCOTT MACAFEE	§	
	§	
Intervenors/Plaintiffs,	§	
	§	
V.	§	333RD JUDICIAL DISTRICT
	§	
ACCRUED INVESTMENTS, CAROL PARISH, BILLY PARISH, AND LEXUS, A DIVISION OF TOYOTA MOTOR SALES USA, INC.	§	HARRIS COUNTY, TEXAS
	§	
Defendants	§	

PLAINTIFF'S THIRD AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now Emma Greaney before this Honorable Court and files this Third Amended Original Petition complaining of Accrued Investments, Inc., Carol Parish, Billy R. Parish, Lexus, a Division of Toyota Motor Sales USA, Inc., Ed Camara, DBA Soccer 4 All, Inc. and B.B. Rowley Interests, LLC, et al and in support thereof would respectfully show as follows.

I.

DISCOVERY LEVEL

1. Pursuant to Texas Rules of Civil Procedure 190, Plaintiff designates this as a Level 2

CAUSE NO. 2003-69266

EMMA GREANEY, Plaintiff, DOUGLAS R. MACAFEE, Individually and on behalf of THE ESTATE OF DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a minor, and GREGORY SCOTT MACAFEE Intervenors/Plaintiffs, v. ACCRUED INVESTMENTS, CAROL R. PARRISH, and LEXUS, a Division of TOYOTA MOTOR SALES USA, INC. Defendants.	§ §	IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS 333rd JUDICIAL DISTRICT

PETITION IN INTERVENTION

TO THE HONORABLE JUDGE AND JURY OF SAID COURT:

Comes now DOUGLAS R. MACAFEE, individually and on behalf of the estate of DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a minor, and GREGORY SCOTT MACAFEE, filing this Plea In Intervention complaining of Defendants ACCRUED INVESTMENTS, CAROL R. PARRISH and LEXUS, A DIVISION OF TOYOTA MOTOR SALES USA, INC., and in support thereof would respectfully show as follows:

I. DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Level 2 of TEX. R. CIV. P. 190.

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II. PARTIES

2. Plaintiff/Intervenors Douglas R. MacAfee, along with his minor son, Bradley Scott MacAfee, and Gregory Scott MacAfee are residents of Harris County, Texas.

3. Original Plaintiff is Emma Greaney.

4. Defendant Carol L. Parish ("Parish") is a resident of Kingwood, Harris County, Texas. Parish may be served with citation and process by serving her counsel of record, Mr. Luis A. Fabrega located at Fabrega, Hood, Raynes & Fass, L.L.P., 815 Walker, Suite 740, Houston, Texas 77002, with this Petition in Intervention. Parish has already answered and appeared herein.

5. Defendant Toyota Motor Sales USA, Inc., ("Toyota") is a foreign corporation doing business in the state of Texas. Toyota may be served with citation and process by serving its registered agent: the Prentice-Hall Corporation System; 701 Brazos Street, Suite 1050; Austin, Texas 78701.

III. JURISDICTION AND VENUE

6. Plaintiff/Intervenor's causes of action arose from or are connected with one or more of Defendants' acts that occurred in whole or in part in Harris County, Texas. Venue is proper in Harris County because a substantial part of the events or omissions giving rise to Plaintiff/Intervenor's claims occurred in Harris County. CIV. PRAC. & REM. CODE § 15.002(a)(1), CIV. PRAC. & REM. CODE § 15.005.

7. Plaintiffs/Intervenors seeks monetary damages, exclusive of attorneys' fees, costs of court and punitive damages, within the jurisdictional limits of this Court.

IV. FACTUAL BACKGROUND

8. Plaintiffs/Intervenors assert claims of negligence, gross negligence, wrongful death,

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and marketing, manufacturing, and design defects arising from the fatal injuries incurred by Plaintiff/Intervenor Douglas MacAfee's wife, Deborah Kay MacAfee, on or about December 5, 2003 and her resultant death. Plaintiffs/Intervenors seek damages for their losses, and for the losses incurred by the estate of Deborah MacAfee, and the losses to the minor child, Bradley MacAfee.

9. Decedent MacAfee, who was forty-five years old at the time of her fatal injuries and death, was in the process of leaving the Soccer 4 All store in Kingwood, Texas, when she was struck by a Lexus vehicle (a 2001 Lexus LS 430) operated and driven by Carol L. Parish. Deborah MacAfee was married to her high school sweetheart, Douglas R. MacAfee, and had two children, Gregory and Bradley MacAfee. On that day the MacAfee family lost a loving wife, mother, caretaker, homemaker, confidant, friend and companion.

10. Deborah MacAfee was forty-five (45) years of age at the time of her tragic and untimely death. The Lexus vehicle was designed, manufactured, marketed and sold by Toyota.

V. CAUSES OF ACTION

A. NEGLIGENCE, GROSS NEGLIGENCE AND NEGLIGENT ENTRUSTMENT

11. Based on and incorporating the facts set forth above and herein, Defendant Carol Parish was negligent and grossly negligent in the manner and course of operating the 2001 LS 430 Lexus vehicle in question that caused Deborah MacAfee's fatal injuries. Carol Parish was negligent, and grossly negligent, in the following respects, among others:

a. Failing to maintain appropriate speed;
b. Failing to control speed;
c. Failing to properly apply brakes or braking system;
d. Failing to maintain proper control of her vehicle;
e. Failing to maintain appropriate distances with other structures; and
f. Failing to take appropriate evasive procedures to prevent colliding with Deborah MacAfee.

B. PRODUCTS LIABILITY AND STRICT LIABILITY IN TORT

12. Based on and incorporating the foregoing facts, and pleading in addition to or in the alternative to other claims as set forth herein, Plaintiffs/Intervenors would show that Defendant Toyota designed, manufactured, marketed and sold the 2001 LS 430 vehicle involved in the accident that caused Deborah MacAfee's injuries and death. As designed, assembled, manufactured, marketed, sold and placed in the stream of commerce, the vehicle was defective and unreasonably dangerous to owners, users, and bystanders, such as Decedent Deborah MacAfee. The vehicle's defective and unreasonably dangerous condition was/were a proximate and producing cause of the fatal injuries sustained by Decedent Deborah K. MacAfee, and the damages sustained by Intervenors/Plaintiffs herein. The vehicle, as defectively designed, manufactured, marketed and placed in the stream of commerce, was a producing cause of the fatal injuries inflicted upon Decedent Deborah MacAfee. Toyota is strictly liable to Plaintiffs/Intervenors for their damages and losses.

13. As set forth above, there was a design defect in the Lexus vehicle at the time it left the possession of Defendant Toyota that was a producing cause of the subject accident and the resulting injuries and damages. The defective design rendered the vehicle, under normal operating conditions, unreasonably and inherently dangerous (without warning) as designed, taking into consideration the utility of the vehicle and the risk involved in its use. There existed safer alternative designs that in reasonable probability would have prevented or significantly reduced the risk of the occurrence in question, without substantially impairing the product's utility, and that were economically and technologically feasible at the time that the vehicle left the control of Defendant Toyota, by the application of existing or reasonably achievable scientific and manufacturing

knowledge and procedur

14. Moreover, Toyota was put on notice of similar other prior claims, incidents and other injuries, and had adequate warning that its vehicles, containing the same or substantially similar mechanisms, component parts, systems and processes, were defective and had a propensity and probability of operation in an unsafe and hazardous condition and one that would cause substantial risk of severe injuries, damages and death.

15. Intervenors/Plaintiffs will show by clear and convincing evidence that Defendant Toyota was grossly negligent in its design, manufacturing and marketing of its vehicles, including the 2001 Lexus LS 430 involved in the subject accident. At the time the vehicle left the possession of Defendant Toyota, Defendant knew of the extreme degree of risk involved, as well as the probability and magnitude of the potential harm to be caused to others; and, Defendant had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others in marketing the subject vehicle and putting it into the stream of commerce. Consequently, Defendant Toyota is liable to Intervenors/Plaintiffs not only for actual damages, but also for exemplary damages.

C. Negligence and Gross Negligence of Toyota

16. Based on and incorporating the facts set forth herein, Intervenors would show that Toyota was negligent and grossly negligent, which proximately caused the injuries and death of Decedent Deborah MacAfee and resulted in the losses and damages to Intervenors. The injuries suffered by Decedent Deborah MacAfee on December 5, 2003, as described above, resulted from the negligent acts of the Toyota, both of omission and commission, including the design and manufacturing defects in the products, component parts, mechanisms, systems and process, along

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with the failure to warn of the dangerous condition that existed. This negligence also includes, but is not limited to, the failure to use ordinary care in the design and manufacture of the products, component parts, mechanisms, systems and process; the failure to use ordinary care to warn of these known and inherent dangers; and the failure to use ordinary care in furnishing reasonably safe component parts and mechanisms or other instrumentalities.

17. Each of the above and foregoing acts, both of omission and commission, were negligent and constituted negligence and were each and all a producing and proximate cause of the occurrence that is the basis of this suit and of the personal injuries and damages sustained by Intervenors. Further, Intervenors will show that the Toyota had actual knowledge of the unreasonably dangerous condition of the vehicle and products, component parts, mechanisms, systems and process at issue, or as previously put into the stream of commerce.

18. Intervenors plead and will show by clear and convincing evidence that the conduct of the Defendants, as described herein, constituted gross neglect and gross negligence. Specifically, their conduct was willful acts or omissions which, when viewed objectively from the viewpoint of the actor at the time of the occurrences involves an extreme degree of risk of injury and harm, considering the probability and the magnitude of the potential harm to others. Further, this willful conduct on the part of Defendants involved actual, subjective awareness of the risk involved, but nevertheless Defendants proceeded with conscious indifference to the rights, safety, welfare and well-being of others and of Decedent Deborah MacAfee.

VI. DAMAGES

19. As a result of Defendants' acts, omissions and failures, and as the direct and proximate result of the conduct as well as the design and marketing defects described above,

Deborah K. MacAfee suffered severe, painful and fatal injuries. Plaintiff/Intervenor Douglas MacAfee lost a loving wife and life-long companion. Bradley Scott MacAfee and Gregory Scott MacAfee lost a loving and devoted mother. Consequently, Intervenors/Plaintiffs are entitled to recover their pecuniary losses, in terms of the loss of the care, maintenance, support, services, advise, counsel and contributions of a monetary value which, in reasonable probability, they would have received from Decedent Deborah K. MacAfee had she lived. Intervenors/Plaintiffs are also entitled to recover from their loss of companionship and society, including the loss of positive benefits flowing from the love, comfort, companionship, support, and society that they would have received from Deborah K. MacAfee had she lived. Intervenors/Plaintiffs also seek to recover damages for their mental anguish, including the emotional pain, torment, anguish, upheaval and suffering that they have experienced, and will experience in the future, because of the death of their wife and mother.

20. As the personal representative of the Estate of Deborah Kay MacAfee, Intervenor/Plaintiff Douglas MacAfee is entitled to recover, on behalf of the Estate, damages for the conscience physical pain, emotional pain, torment and suffering experienced by Decedent before her death as a result of the incident in question. Intervenor/Plaintiff is also entitled to recover the reasonable amount of expenses for the funeral and burial for Decedent Deborah K. MacAfee.

21. Plaintiffs/Intervenors have suffered pain and suffering, mental anguish, emotional upheaval, nightmares, sleeplessness, and other substantial and significant emotional and mental effects. Douglas MacAfee lost the love and companionship between spouses, and has incurred the loss of companionship, love and affection that he had with Deborah MacAfee. Bradley Scott MacAfee, and Gregory Scott MacAfee forever lost the love and companionship between a mother

and child. Plaintiffs/Intervenors are tormented by the excruciating and horrific events that caused the untimely death of Deborah MacAfee. Plaintiffs/Intervenors have suffered, continue to suffer, and will in the future suffer severe emotional distress, depression, and anguish due to the negligence and gross negligence of Defendants.

22. Further, Plaintiffs/Intervenors have suffered and continue to suffer mental anxiety and emotional pain, anguish, stress, worry, severe grief, loss of appetite and sleep; and other damages and injuries resulting from the events in question. Plaintiffs/Intervenors have incurred loss of household services, and other pecuniary losses. Intervenors seek compensation and damages, both past and future, for all pecuniary losses, loss of care, maintenance, support, services, advice, counsel and reasonable contributions that Intervenors could reasonably have expected from Decedent Deborah MacAfee had she lived; loss of companionship and the loss of the spouse/parent-child relationship, loss of love, comfort and support. Accordingly, Plaintiffs/Intervenor seeks all general, special, incidental and consequential damages as shall be proven at the time of trial.

23. Defendants are liable to Intervenors under the Texas Survival Act. Intervenors are the surviving heirs of Decedent Deborah MacAfee and seek all of the damages as set forth herein from these Defendants.

24. As set forth above, Intervenors/Plaintiffs are also entitled to the recovery of exemplary damages from Defendant Toyota because of its gross negligence.

25. Plaintiffs/Intervenors seek pre-judgment interest at a rate commensurate with the actual rate of interest in the marketplace or, alternatively, the statutory rate of interest because of the delay in receiving the damages and also to avoid unjust enrichment to the Defendants. Plaintiffs/Intervenors also seeks post judgment interest at the maximum rate allowed by law.

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VII. JURY DEMAND

26. Plaintiffs/Intervenors request the trial of the above claims and causes of action by jury. A jury fee is being tendered.

WHEREFORE, premises considered, Plaintiffs/Intervenors pray that the Defendants be cited to appear and answer, and that upon final hearing, Plaintiffs/Intervenors have judgment of and from the Defendants for:

a. All damages to which Plaintiffs/Intervenors, and the Estate, may be entitled pursuant to this Petition, or any amendment thereto, including but not limited to pecuniary losses; loss of companionship and society; physical pain and mental anguish suffered by Decedent Deborah K. MacAfee before her death; funeral and burial expenses; and all actual and special damages;

b. Past, present, and future mental and emotional anguish, suffering and upheaval;

c. Loss of earnings and earning capacity;

d. Exemplary damages;

e. Pre-judgment interest at the highest rate permitted by law;

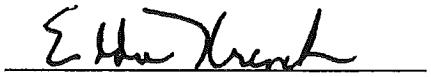
f. Post judgment interest from the date of judgment until paid at the highest rate permitted by law;

g. Costs of Court; and

all such other and further relief, at law or in equity, to which Plaintiffs/Intervenors may be justly entitled and this Court deems proper.

Respectfully submitted,

KRENEK ◊ BAILEY, ATTORNEYS AT LAW

By: 

Eddie M. Krenek
Texas Bar No. 11724980

Althea M. Bailey
Texas Bar No. 01513450
Donna P. Dorsey
Texas Bar No. 24025331
15835 Park Ten Place, Ste. 110
Houston, Texas 77084
Telephone: (281) 578-7711
Fax: (281) 578-8988

– And –

Robert G. McConn
Texas Bar No. 13440500
3 MEMORIAL CITY PLAZA
840 GESSNER, SUITE 200
Houston, Texas 77024
Telephone: (713) 629-1111
Fax: (713) 622-9248

ATTORNEYS FOR PLAINTIFFS / INTERVENORS DOUGLAS R. MACAFEE, Individually and on behalf of THE ESTATE OF DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a minor, and GREGORY SCOTT MACAFEE

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record in compliance with the Texas Rules of Civil Procedure on June 23, 2004, as follows:

Mr. Luis A. Fabrega, Esq.
FABREGA, HOOD, RAYNES & FASS, L.L.P.
815 Walker, Suite 740
Houston, Texas 77002
CMRRR 70033110000457609378

Bob G. McConn, Esq.
LAW OFFICES OF R. GARY STEPHENS
7407 Old Katy Road
Houston, Texas 77024

Stephen P. Carrigan, Esq.
SYDOW & CARRIGAN LLP
1331 Lamar Suite 1550
Houston, Texas 77010

Eddie Krenek

Eddie M. Krenek

CAUSE NO. 2003-69266

ENTERED
VERIFIED
ORIGINAL

EMMA GREANEY	§	IN THE DISTRICT COURT
	§	
Plaintiff	§	
	§	
DOUGLAS R. MACAFEE, Individually and on behalf of THE ESTATE OF DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a Minor, and GREGORY SCOTT MACAFEE	§	
	§	
Intervenors/Plaintiffs,	§	
	§	
V.	§	333RD JUDICIAL DISTRICT
	§	
ACCRUED INVESTMENTS and CAROL PARISH	§	HARRIS COUNTY, TEXAS
	§	
Defendants	§	

FILED
CHARLES BACARISSE
District Clerk
JUN 28 2004
By Harris County, Texas
Deputy

PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now Emma Greaney before this Honorable Court and files this First Amended Original Petition complaining of Accrued Investments, Inc., Carol Parish, and Billy R. Parish and in support thereof would respectfully show as follows.

I.

DISCOVERY LEVEL

1. Pursuant to Texas Rules of Civil Procedure 190, Plaintiff designates this as a Level 2 discovery matter and reserves the right to petition for a Level 3 plan, if necessary.

II.

TOY-RQ-05E-00000150

PARTIES

2. Plaintiff Emma Greaney is an individual who resides in Harris County, Texas.

3. Defendant Accrued Investments, Inc. is a Texas corporation that may be served with process by serving its attorney, Luis A. Fabrega, Odenwell, Fabrega & Hood, LLP, 815 Walker, Suite 740, Houston, Texas 77002.

4. Defendant Carol Parish is an individual who resides in Harris County, Texas that may be served with process by serving her attorney, Luis A. Fabrega, Odenwell, Fabrega & Hood, LLP, 815 Walker, Suite 740, Houston, Texas 77002.

5. Defendant Billy R. Parish is an individual who resides in Harris County, Texas that may be served with process by serving her attorney, Luis A. Fabrega, Odenwell, Fabrega & Hood, LLP, 815 Walker, Suite 740, Houston, Texas 77002.

III.

JURISDICTION AND VENUE

6. The damages sought in this suit exceed the minimum jurisdictional limits of this Court.

7. Venue is proper and maintainable in Harris County, Texas under Texas Civil Practice and Remedies Code Sections 15.001 et seq. because the incident made the basis of this lawsuit occurred in whole or in part in Harris County, Texas.

IV.

FACTUAL BACKGROUND

8. On or about December 5, 2003, Plaintiff was shopping in the Soccer 4 All store in Kingwood, Texas. She was just finishing up her shopping when a late-model Lexus automobile driven by Defendant, Carol Parish, came crashing through the store front. Defendant Carol Parish ran over

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Plaintiff, pinning her u r the vehicle and killing another fem Plaintiff was seriously injured and was life-flighted to Hermann Hospital. As a result of this incident, Plaintiff has sustained life-changing injuries.

9. Defendant, Accrued Investments and/or Billy R. Parish, owns the Lexus which Defendant Carol Parish was driving.

V.

CAUSES OF ACTION

A. Negligence

10. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

11. The Defendants, individually and/or collectively, owed a duty to the Plaintiff, which Defendants, acting together and/or separately, breached. Such breach was a proximate cause of the personal injuries and damages suffered by the Plaintiff.

12. Additionally, and/or alternatively, Plaintiff hereby invokes the doctrine of *res ipsa loquitur* in that Defendants' negligence may be inferred from the mere fact that the incident happened because: (1) the character of the incident and the circumstances attending it lead reasonably to the belief that, in the absence of negligence, it would not have occurred and (2) the thing which caused the accident (the Lexus) was under the care and control of Defendants.

B. Gross Negligence

13. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

14. Defendants' acts and/or omissions constitute gross negligence. Such gross negligence

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was the proximate cause of Plaintiff's and Mr. Sanchez's injuries and damages.

C. Negligence per se

15. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

16. Defendants committed negligence per se by violating various state statutes and/or administrative rules, including, but not limited to Tex. Transp. Code §§ 545.351 and 552.008. Plaintiff is within the class of persons the foregoing statutes, and any others Defendants violated, were designed to protect, and her injuries are of the type the statute was designed to prevent. The statute is one for which tort liability may be imposed when violated. The Defendants, individually and/or collectively, without excuse, violated the foregoing statutes (or other statutes) and Defendants' acts or omissions, separately and together, proximately caused the personal injuries and property damages suffered by the Plaintiff.

D. Negligent Entrustment

17. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

18. Defendants Accrued Investments and/or Billy R. Parish committed negligent entrustment in that: (1) Accrued Investments and/or Billy R. Parish owned the Lexus and entrusted it to Defendant Carol Parish; (2) Carol Parish was an incompetent and/or reckless driver; (3) Defendants Accrued Investments and/or Billy R. Parish either knew or should have known that Carol Parish was an incompetent and/or reckless driver; (4) Defendant Carol Parish was negligent (including being negligent per se); and (5) Carol Parish's negligence proximately caused Plaintiff's injuries and damages

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VI.

ACTUAL DAMAGES

19. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

20. Plaintiff seeks all damages which she is entitled to recover under Texas law, including, but not limited to, (1) past and future medical expenses, (2) past and future mental anguish, (3) past and future pain and suffering, (4) physical disfigurement, (5) physical impairment, (6) lost wages, (7) loss of past and future earning capacity, and (8) loss of services.

VII.

EXEMPLARY DAMAGES

21. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

22. Plaintiff also seeks to recover exemplary damages from Defendants. Defendants' actions were aggravated by the kind of conduct for which the law allows the imposition of exemplary damages pursuant to Tex. Civ. Prac. & Rem. Code § 41.001, et seq., including but not limited to, malice and/or gross negligence.

VIII.

RESPONDEAT SUPERIOR

23. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

24. Defendant Accrued Investments is liable for the acts of its officers, agents, servants, employees, or representatives because the same did such act or thing with the full authorization or

ratification of Defendant and/or such was done in the non routine, course and scope of Defendant's agents', officers', servants', employees' or representatives' duties and/or such was done for the accomplishment of the object for which the agents, officers, servants, employees or representatives were employed.

25. Additionally and/or alternatively, Defendant Accrued Investments is responsible for the acts of its employees because Defendant knowingly permitted them to hold themselves out as having authority or, through lack of ordinary care, bestowed upon them such indications of authority that lead a reasonably prudent person to rely on the apparent existence of authority to their detriment.

IX.

PIERCING THE CORPORATE VEIL

26. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

27. Defendants' actions and/or inactions are such that the corporate entities should be disregarded and Defendants should be jointly and severally liable with one another for any judgment or court order in favor of Plaintiff.

a. Defendants as alter ego of one another

28. Defendants are jointly and severally liable for the wrongful conduct of one another because Defendants are the alter ego of each other. Upon information and belief Accrued Investments was formed solely for the own personal benefit of one or more Defendants and to avoid personal liability for any obligations incurred in the course of business. Accrued Investments was created and used as a mere conduit for the benefit of the other Defendants and to allow them to exercise control over the ownership and management of the Defendants, while avoiding the specter of liability.

.b. Underca talization

29. The corporate entity should also be disregarded because, upon information and belief, Accrued Investments is grossly undercapitalized. It is grossly undercapitalized as measured by the nature and magnitude of the corporate undertaking. Such undercapitalization is designed to, and did, achieve an inequitable result.

X.

CONDITIONS PRECEDENT

30. All conditions precedent for bringing this suit have been complied with or have occurred.

XI.

JURY DEMAND

31. Plaintiff hereby demands a jury trial.

XII.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests respectfully requests that Defendants be cited to appear and answer, be called to a jury trial and that Plaintiff have and recover from Defendants, jointly and severally, actual and exemplary damages together with pre- and postjudgment interest as allowed by law, costs of court, reasonable attorney's fees, and any further relief to which this Court may deem Plaintiff to be justly entitled.

Respectfully submitted

THE CARRIGAN I

By:_____

Stephen P.
State Bar N
4 Houstor
1331 Lan
Houston

TOY-RQ-05E-00000156

(713) [illegible]9-0810
(713) 752-0821-Fax

And

Gary Ellison, P.C.
State Bar No. 0579700
11767 Katy Freeway, Suite 1112
Houston, Texas 77079

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above was forwarded as indicated below by certified mail, facsimile, and/or hand delivery, return receipt requested in accordance with the Texas Rules of Civil Procedure on this the 28 day of June, 2004.

Luis A. Fabrega
Odenwell, Fabrega & Hood, LLP
815 Walker, Suite 740
Houston, Texas 77002

Eddie M. Krenek
Althea M. Bailey
Donna P. Dorsey
Krenek Bailey, Attorneys at Law
15835 Park Ten Place, Suite 110
Houston, Texas 77984

Robert G. McConn
3 Memorial City Plaza
840 Gessner, Suite 200
Houston, Texas 77024

Stephen P. Carrigan

TOY-RQ-05E-00000157

ASSESSED
ORIGINAL

CAUSE NO. 2003-69266

EMMA GREANEY	§	IN THE DISTRICT COURT
	§	
Plaintiff	§	
	§	
DOUGLAS R. MACAFEE, Individually and on behalf of THE ESTATE OF DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a Minor, and GREGORY SCOTT MACAFEE	§	
	§	
Intervenors/Plaintiffs,	§	
	§	
V.	§	333RD JUDICIAL DISTRICT
	§	
ACCRUED INVESTMENTS, CAROL PARISH, BILLY PARISH, AND LEXUS, A DIVISION OF TOYOTA MOTOR SALES USA, INC.	§	HARRIS COUNTY, TEXAS
	§	
Defendants	§	

FILED
CHARLES BACARISSE
DISTRICT CLERK
HARRIS COUNTY, TEXAS
2004 JUL 13 PM 4:07

PLAINTIFF'S SECOND AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now Emma Greaney before this Honorable Court and files this Second Amended Original Petition complaining of Accrued Investments, Inc., Carol Parish, Billy R. Parish, and Lexus, a Division of Toyota Motor Sales USA, Inc. and in support thereof would respectfully show as follows.

I.

DISCOVERY LEVEL

1. Pursuant to Texas Rules of Civil Procedure 190, Plaintiff designates this as a Level 2

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discovery matter and reserves the right to petition for a Level 3 plan, if necessary.

II.

PARTIES

2. Plaintiff Emma Greaney is an individual who resides in Harris County, Texas.

3. Plaintiff/Intervenors Douglas R. MacAfee, along with his minor son, Bradley Scott MacAfee, and Gregory MacAfee are residents of Harris County, Texas.

4. Defendant Accrued Investments, Inc. ("Accrued Investments") is a Texas corporation. Accrued Investments has been served and has appeared in this suit.

5. Defendant Carol Parish is an individual who resides in Harris County. Carol Parish has been served and has appeared in this suit.

6. Defendant Billy R. Parish is an individual who resides in Harris County, Texas and Parish has been served in this suit.

7. Defendant Toyota Motor Sales USA, Inc. ("Toyota") is a foreign corporation doing business in the State of Texas. Toyota may be served with process by serving its registered agent, the Prentice-Hall Corporation System, 701 Brazos Street, Suite 1050, Austin, Texas 78701.

III.

JURISDICTION AND VENUE

8. The damages sought in this suit exceed the minimum jurisdictional limits of this Court.

9. Venue is proper and maintainable in Harris County, Texas under Texas Civil Practice and Remedies Code Sections 15.001 et seq. because the incident made the basis of this lawsuit occurred in whole or in part in Harris County, Texas.

TOY-RQ-05E-00000159

IV.

FACTUAL BACKGROUND

10. On or about December 5, 2003, Plaintiff was shopping in the Soccer 4 All store in Kingwood, Texas. She was just finishing up her shopping when a 2001 Lexus LS 430 automobile driven by Defendant, Carol Parish, (the "Lexus") came crashing through the store front. Defendant Carol Parish ran over Plaintiff, pinning her under the vehicle and killing another woman, Deborah Kay MacAfee. Plaintiff was seriously injured and was life-flighted to Hermann Hospital. As a result of this incident, Plaintiff has sustained life-changing injuries.

11. Accrued Investments and/or Billy R. Parish, owns the Lexus which Defendant Carol Parish was driving.

V.

CAUSES OF ACTION AGAINST DEFENDANTS CAROL PARISH, BILLY R. PARISH AND ACCRUED INVESTMENTS

A. Negligence

12. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

13. The Defendants, individually and/or collectively, owed a duty to the Plaintiff, which Defendants, acting together and/or separately, breached. Such breach was a proximate cause of the personal injuries and damages suffered by the Plaintiff.

14. Additionally, and/or alternatively, Plaintiff hereby invokes the doctrine of *res ipsa loquitur* in that Defendants' negligence may be inferred from the mere fact that the incident happened because: (1) the character of the incident and the circumstances attending it lead reasonably to the

TOY-RQ-05E-00000160

belief that, in the absence of negligence, it would not have occurred and (2) the thing which caused the accident (the Lexus) was under the care and control of Defendants.

B. Gross Negligence

15. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

16. Defendants' acts and/or omissions constitute gross negligence. Such gross negligence was the proximate cause of Plaintiff's and Mr. Sanchez's injuries and damages.

17. Plaintiff will show by clear and convincing evidence that Defendants were grossly negligent in their conduct. At the time of their negligent conduct, Defendants knew of the extreme degree of risk involved, as well as the probability and magnitude of the potential harm to be caused to others, including Plaintiff, and Defendants had actual, subjective awareness of the risk involved, but proceeded anyway with a conscious indifference to the rights, safety, and welfare of others, including Plaintiff, in their conduct. Thus, Defendants are liable to Plaintiff for exemplary damages.

C. Negligence per se

18. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

19. Defendants committed negligence per se by violating various state statutes and/or administrative rules, including, but not limited to Tex. Transp. Code §§ 545.351 and 552.008. Plaintiff is within the class of persons the foregoing statutes and rules, and any others Defendants violated, and such were designed to protect Plaintiff, and her injuries are of the type the statute and rules were designed to prevent. The statute(s) and/or rulings are ones for which tort liability may be imposed when violated. The Defendants, individually and/or collectively, without excuse,

violated the foregoing statutes (or other statutes) and/or rulings and Defendants' acts or omissions, separately and together, proximately caused the personal injuries and property damages suffered by the Plaintiff.

D. Negligent Entrustment

20. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

21. Defendants Accrued Investments and/or Billy R. Parish committed negligent entrustment in that: (1) Accrued Investments and/or Billy R. Parish owned the Lexus and entrusted it to Defendant Carol Parish; (2) Carol Parish was an incompetent and/or reckless driver; (3) Defendants Accrued Investments and/or Billy R. Parish either knew or should have known that Carol Parish was an incompetent and/or reckless driver; (4) Defendant Carol Parish was negligent (including being negligent per se); and (5) Carol Parish's negligence proximately caused Plaintiff's injuries and damages.

VI.

CAUSES OF ACTION AGAINST DEFENDANT TOYOTA

A. Products Liability/Strict Liability

22. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

23. Additionally, and/or alternatively, Plaintiff sues Defendant Toyota for products/strict liability, which was the proximate and/or a producing cause of Plaintiff's damages and injuries.

24. Toyota was, at the time of this occurrence, and is now, engaged in the business of designing, assembling, manufacturing, marketing, selling, and placing in the stream of commerce certain

automobiles, including the Lexus, for sale to and for use by members of the general public. Toyota designed, assembled, manufactured, marketed, sold, and placed in the stream of commerce the Lexus, including its component parts, mechanisms, systems, and processes (when in this section VI, the term "Lexus" is used, it shall refer to not only the entire vehicle, but also the component parts, mechanisms, systems, and processes).

25. As designed, assembled, manufactured, marketed, sold, and/or placed in the stream of commerce, the Lexus was defective and unreasonably dangerous to owners, users, and bystanders, such as Plaintiff.

26. The foregoing defective and unreasonably dangerous condition and/or defective design, assembly, manufacture, marketing, sale, and/or placement in the stream of commerce were the proximate and/or a producing cause of Plaintiff's injuries and damages.

27. The Lexus was defective and unsafe for its intended purposes at the time it left control of and was sold by Toyota. The Lexus was defective in that it failed to conform to the product design and specifications of other automobiles. Additionally, and/ or alternatively, the Lexus was defectively designed so as to render it unreasonably dangerous to Plaintiff. A safer alternative design existed at the time the Lexus was manufactured. The safer alternative design would have prevented or significantly reduced the risk of the Plaintiff's injuries and damages, without substantially impairing the utility of the Lexus. Furthermore, the safer alternative design was economically and technologically feasible at the time the Lexus left the control of Toyota by the application of existing or reasonably achievable scientific and manufacturing knowledge and procedures.

28. Additionally, and/or alternatively, the Lexus was defective and unreasonably dangerous because there was no warning of the defective and unreasonably dangerous condition and/or

defective design, assembly, manufacture, marketing, sale, and/or placement in the stream of commerce of the Lexus. Toyota was put on notice of similar prior claims, incidents, and other injuries, and had adequate warning that its vehicles, containing the same or substantially similar mechanisms, component parts, systems, and/or processes, were defective and had a propensity and probability of operation in an unsafe and hazardous condition and one that would cause substantial risk of severe injuries, damages, and/or death.

29. The foregoing were the proximate cause and/or a producing cause of Plaintiff's injuries and damages.

30. Plaintiff will show by clear and convincing evidence that Toyota was grossly negligent in its design, assembly, manufacture, marketing, sale, and/or placement in the stream of commerce of its vehicles, including the Lexus. At the time the Lexus left the possession of Toyota, Toyota knew of the extreme degree of risk involved, as well as the probability and magnitude of the potential harm to be caused to others, including Plaintiff, and Toyota had actual, subjective awareness of the risk involved, but proceeded anyway with a conscious indifference to the rights, safety, and welfare or others, including Plaintiff, in designing, assembling, manufacturing, marketing, selling, and/or placing in the stream of commerce of the Lexus. Thus, Toyota is liable to Plaintiff for exemplary, as well as, actual damages.

B. <u>Negligence and Gross Negligence</u>

31. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

32. Additionally, and/or alternatively, Toyota was negligent and grossly negligent in manufacturing, designing, and/or marketing the Lexus, including but not limited to the following acts and/or omissions:

(A) Toyota was negligent in failing to design and manufacture the Lexus and a safer

alternative design would have been incorporated by a reasonable and prudent manufacturer under the same or similar circumstances;

(B) Toyota placed the Lexus on the market without warning the users of the defective and/or unreasonably dangerous condition of the Lexus; and

(C) Toyota failed to furnish reasonably safe component parts and mechanisms or other instrumentalities regarding the Lexus.

33. These acts and omissions, taken by themselves or in combination, were the proximate and/or a producing cause of Plaintiff's injuries and damages.

34. Toyota had actual knowledge of the unreasonably dangerous condition of the Lexus. Plaintiff will show by clear and convincing evidence that Toyota's conduct constituted gross neglect and gross negligence in that its conduct constituted willful acts or omissions which, when viewed objectively from the viewpoint of the actor at the time of the occurrence(s) involved an extreme degree of risk of injury and harm, considering the probability and the magnitude of the potential harm to others and the Plaintiff. Further, Toyota's willful conduct involved actual, subjective awareness of the risk involved, but Toyota proceeded with conscious indifference to the rights, safety, welfare, and well-being of others and of Plaintiff.

C. <u>Negligence by *res ipsa loquitor*</u>

35. Plaintiff cannot more specifically allege the acts of negligent manufacture, design, and/or marketing on the part of Toyota because facts in that regard are peculiarly within the knowledge of Toyota. In the alternative, in the event Plaintiff is unable to prove specific acts of negligent design or manufacture, Plaintiff relies on the doctrine of *res ipsa loquitor*. In this connection, Plaintiff will show that the character of the occurrence giving rise to this litigation is such that it would not have happened in the absence of negligence, and that the design, manufacture, and/or marketing of the Lexus was within Toyota's exclusive control at the time the negligence occurred. Plaintiff had no

means of ascertaining the method or manner in which the Lexus was designed, manufactured, and/or marketed, and it came into Defendant Carol Parish, Billy R. Parish and/or Accrued Investments in the same condition it was in when it left Toyota's control. Thus, Toyota was negligent in the design, manufacture, and/or marketing of the Lexus, which negligence proximately caused Plaintiff's injuries and damages.

D. Negligence per se

36. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

37. Toyota committed negligence pe se by violating various local, state, and federal statutes and/or administrative rules. Plaintiff is within the class of persons the statutes and regulations were designed to protect, and her injuries are of the type the statutes and/or rulings were designed to prevent. The statutes and/or rulings are ones for which tort liability may be imposed when violated. Toyota, without excuse, violated the statutes and/or rulings and its acts or omissions proximately caused the personal injuries and property damages suffered by Plaintiff.

VII.

ACTUAL DAMAGES

38. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

39. Plaintiff seeks all damages which she is entitled to recover under Texas law, including, but not limited to, (1) past, present, and future medical expenses, (2) past, present, and future mental anguish, (3) past, present, and future pain and suffering, (4) physical disfigurement, (5) physical impairment, (6) lost wages, (7) loss of past, present, and future earning capacity, and (8) loss of services.

TOY-RQ-05E-00000166

VIII.

EXEMPLARY DAMAGES

40. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

41. Plaintiff also seeks to recover exemplary damages from all Defendants. Defendants' actions were aggravated by the kind of conduct for which the law allows the imposition of exemplary damages pursuant to Tex. Civ. Prac. & Rem. Code § 41.001, et seq., including but not limited to, malice and/or gross negligence.

IX.

RESPONDEAT SUPERIOR

42. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

43. Defendant Accrued Investments and Toyota are liable for the acts of their respective officers, agents, servants, employees, or representatives because the same did such act or thing with the full authorization or ratification of Defendant Accrued Investments and Toyota, respectively, and/or such was done in the normal routine, course and scope of Defendant's agents', officers', servants', employees' or representatives' duties and/or such was done for the accomplishment of the object for which the agents, officers, servants, employees or representatives were employed.

44. Additionally and/or alternatively, Defendant Accrued Investments and Toyota are responsible for the acts of their respective employees because Defendants knowingly permitted them to hold themselves out as having authority or, through lack of ordinary care, bestowed upon them such indications of authority that lead a reasonably prudent person to rely on the apparent existence of authority to their detriment.

TOY-RQ-05E-00000167

X.

PIERCING THE CORPORATE VEIL AS TO CAROL PARISH, BILLY R. PARISH AND ACCRUED INVESTMENTS

45. The foregoing allegations are incorporated herein by reference the same as if reprinted here in full.

46. The actions and/or inactions of Defendants Carol Parish, Billy R. Parish, and/or Accrued Investments are such that the corporate entities should be disregarded and these Defendants should be jointly and severally liable with one another for any judgment or court order in favor of Plaintiff.

a. Defendants as alter ego of one another

47. Defendants are jointly and severally liable for the wrongful conduct of one another because Defendants are the alter ego of each other. Upon information and belief Accrued Investments was formed solely for the own personal benefit of one or more Defendants and to avoid personal liability for any obligations incurred in the course of business. Accrued Investments was created and used as a mere conduit for the benefit of the other Defendants and to allow them to exercise control over the ownership and management of the Defendants, while avoiding the specter of liability.

b. Undercapitalization

48. The corporate entity should also be disregarded because, upon information and belief, Accrued Investments is grossly undercapitalized. It is grossly undercapitalized as measured by the nature and magnitude of the corporate undertaking. Such undercapitalization is designed to, and did, achieve an inequitable result.

XI.

CONDITIONS PRECEDENT

49. All conditions precedent for bringing this suit have been complied with or have occurred.

TOY-RQ-05E-00000168

XII.

JURY DEMAND

50. Plaintiff hereby demands a jury trial.

XIII.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that Defendants Billy R. Parish and Toyota Motor Sales, USA, Inc. be cited to appear and answer, that all Defendants, be called to a jury trial and that Plaintiff have and recover from all Defendants, jointly and severally, actual and exemplary damages together with pre- and postjudgment interest as allowed by law, costs of court, reasonable attorney's fees, and any further relief to which this Court may deem Plaintiff to be justly entitled.

Respectfully submitted,

THE CARRIGAN LAW FIRM, L.L.P.

By: Stephen P. Carrigan w/permission

Stephen P. Carrigan
State Bar No. 03877000
4 Houston Center
1331 Lamar, Suite 1550
Houston, Texas 77010
(713) 739-0810
(713) 752-0821-Fax

And

Gary Ellison, P.C.
State Bar No. 0579700
11767 Katy Freeway, Suite 1112
Houston, Texas 77079

ATTORNEYS FOR PLAINTIFF

TOY-RQ-05E-00000169

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above was forwarded as indicated below by certified mail, facsimile, and/or hand delivery, return receipt requested in accordance with the Texas Rules of Civil Procedure on this the 13th day of July, 2004.

Luis A. Fabrega
Odenwell, Fabrega & Hood, LLP
815 Walker, Suite 740
Houston, Texas 77002

Eddie M. Krenek
Althea M. Bailey
Donna P. Dorsey
Krenek Bailey, Attorneys at Law
15835 Park Ten Place, Suite 110
Houston, Texas 77984

Robert G. McConn
3 Memorial City Plaza
840 Gessner, Suite 200
Houston, Texas 77024

FILED
CHARLES BACARISSE
DISTRICT CLERK
HARRIS COUNTY, TEXAS
2004 JUL 13 PM 4:07

Stephen P. Carrigan w/permission
Stephen P. Carrigan

CAUSE NO. 2003-69266

EMMA GREANEY, *Plaintiff*	§	**IN THE DISTRICT COURT**
DOUGLAS R. MACAFEE, Individually and on behalf of the Estate of DEBORAH KAY MACAFEE, and on behalf of BRADLEY DONALD MACAFEE, a Minor, and GREGORY SCOTT MACAFEE *Intervenors/Plaintiffs*	§	
VS.	§	**333RD JUDICIAL DISTRICT**
ACCRUED INVESTMENTS, INC., CAROL PARISH, BILLY R. PARISH, and LEXUS, A Division of TOYOTA, MOTOR SALES USA, INC. *Defendants*	§	**HARRIS COUNTY, TEXAS**

FILED
CHARLES BACARISSE
DISTRICT CLERK
HARRIS CO. TX
2004 JUL 20 PM 2:03

DEFENDANTS ACCRUED INVESTMENTS, INC., CAROL PARISH, AND BILLY R. PARISH'S ORIGINAL ANSWER TO PETITION IN INTERVENTION

1. Defendants Accrued Investments, Inc, Carol Parish and Billy R. Parish, assert a general denial under Rule 92 of the Texas Rules of Civil Procedure to the Petition in Invention of Douglas R. Macafee, individually and on behalf of the Estate of Deborah Kay Macafee, and on behalf of Bradley Donald Macafee, a Minor, and Gregory Scott Macafee, the Intervenors.

2. Defendants specially except to the Petition in Intervention because it fails to state a maximum amount of damages.

3. The accident in question was caused by the conduct of third parties over wh defendants had no control.

Defendants, therefore, pray for a take-nothing judgment, for all costs, and relief.

ANS. Int
6932048

Respectfully submitted,

FABREGA, HOOD, RAYNES & FASS, L.L.P.

By: _____

Luis A. Fabrega
State Bar No.: 00790660
815 Walker, Suite 740
Houston, Texas 77002
Telephone: (713) 228-2322
Facsimile: (713) 228-0088
COUNSEL FOR DEFENDANTS,
ACCRUED INVESTMENTS, INC.,
CAROL PARISH, AND BILLY R. PARISH

CERTIFICATE OF SERVICE

This pleading was served in compliance with Rules 21 and 21a of the Texas Rules of Civil Procedure on July 19, 2004.

_____

Luis A. Fabrega

GREANEY, E. PLEADINGS

1of2BM6

TOY-RQ-05E-00000173

GREANEY, Emma PLEADINGS

2 of 346

TOY-RQ-05E-00000174

FILE START

STATE OF MICHIGAN
IN THE 47th DISTRICT COURT

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,
as Subrogee of Digestive Health Associates,

Plaintiff,

Case No.
Hon.

vs.

Toyota Motor Sales, U.S.A., Inc.,
a California corporation, and Meade Group, Inc.,
a Michigan corporation

Defendants

LENNOX EMANUEL, PLLC
Lennox Emanuel (P59251)
1249 Washington Boulevard
Suite 2900
Detroit, MI 48226
(313) 965-6298

47TH DISTRICT COURT
04 AUG 11 AM 10: 45

COMPLAINT

NOW COMES Plaintiff State Farm Mutual Automobile Insurance Company ("State Farm"), as Subrogee of Digestive Health Associates, by and through its attorney, **LENNOX EMANUEL, PLLC**, and for its Complaint against Defendants Toyota Motor Sales. U.S.A., Inc. (Toyota), and the Meade Group, Inc. (Meade), states as follows:

1. Plaintiff is a foreign corporation conducting business in City of Farmington, State of Michigan.

2. Defendant Toyota Motor sales, U.S.A., Inc., is a California corporation authorized to do business in the State of Michigan and engaged in the sale, lease, distribution, manufacture and assembly of Plaintiff's motor vehicle with its principal resident offices located at 601 Abbott Road, Lansing, State of Michigan.

3. Defendant the Meade Group, Inc., is a Michigan corporation authorized to do business in the State of Michigan and engaged in the sale, lease, distribution and repair of Plaintiff's motor vehicle with its principal resident offices located at 6951 19 Mile Road, Sterling Heights, MI 48314.

TOY-RQ-05E-00000176

4. That the amount in controversy is less than Twenty Five Thousand ($25,000) Dollars.

5. Plaintiff Subrogee purchased/leased a 2002 Lexus ES 300 motor vehicle which was manufactured and/or assembled and distributed by the Defendants.

6. The vehicle was registered in the State of Michigan.

7. Plaintiff's Subrogee purchased/leased the vehicle primarily for personal, family and/or household purposes.

8. Plaintiff's Subrogee purchase/lease of the said vehicle was accompanied by several warranties – express, implied and fitness – and said warranties were specifically advanced, proposed as benefits of the bargain and explained to Plaintiff's Subrogee who was induced by those benefits and relied on same in deciding to purchase Defendants' manufactured and/or assembled and leased vehicle.

9. The said warranties were part of the basis of the bargain of Plaintiff's Subrogee purchase/lease of the above described vehicle.

10. In fact, the vehicle was defective and those defects were discovered during the warranty periods and which defect resulted in the subject vehicle experiencing an episode of unintended acceleration due to such manufacturing, assembly and /or workmanship defects by Defendant Toyota.

COUNT I

BREACH OF WARRANTY – EXPRESS AND IMPLIED

11. Plaintiff re-alleges and incorporates by reference as though fully set forth herein each and every allegation set forth in paragraphs 1 through 10.

12. Defendant Toyota is a merchant with respect to motor vehicles under MCLA 440.2104

13. The subject motor vehicle was subject to an implied warranty of merchantability under MCLA 440.2314.

14. Defendants also made certain express warranties, promises and representations both orally and in writing and through advertising mediums designed to encourage purchase/lease of the subject vehicle.

TOY-RQ-05E-00000177

15. The aforementioned express warranties, promises and representations included, but were not limited to the vehicle's reliability, merchantability, freedom from defects, that it was of sound quality and that said vehicle would not accelerate without pedal input from the driver of said subject vehicle being free of defects due to assembly. Manufacture and/or design.

16. The Defendants breached the implied warranty by failing to provide a vehicle fit for its intended purposes.

17. The Defendants breached the warranties by failing to provide as promised the subject vehicle free from defects and which defects were manifested by an episode of acceleration without pedal input by the driver which damaged said vehicle.

18. As a direct and proximate result of Defendants' various breaches of said warranties, Plaintiff has suffered damages in the amount of $11,232.08 due to the defect of said vehicle.

WHEREFORE, Plaintiff prays for judgment against Defendants in the amount of $11,232.08, plus interest, costs and attorneys' fees.

COUNT II

BREACH OF THE WARRANTY OF FITNESS

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein each and every allegation set forth in paragraphs 1 through 18.

20. At the time the parties executed the contract, Defendants had reason to know of the particular purpose for which Plaintiff's Subrogee desired to use said vehicle.

21. Plaintiff's Subrogee relied upon Defendants' expertise during the transaction in providing a vehicle to conform to Plaintiff's Subrogee needs and requirements.

22. The Defendants breached the warranty because the vehicle was not fit for its intended purpose.

23. Plaintiff has been damaged by the aforementioned breach.

WHEREFORE, Plaintiff prays for judgment against Defendants in the amount of $11,232.08, plus interest, costs and attorneys' fees.

TOY-RQ-05E-00000178

COUNT III

VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

24. Plaintiff re-alleges and incorporates by reference as though fully set forth herein each and every allegation set forth in paragraphs 1 through 23.

25. Plaintiff's Subrogee is a "person" as defined in the Michigan Consumer Protection Act (MCPA), MCLA 445.902(b).

26. The transaction complained of constitute "trade or commerce" as defined in the MCPA, MCLA 445.902© and in the course of the transaction which is the subject of this lawsuit, Defendant engaged in one or more of the following:

a. Represented the subject vehicle to be of good merchantable quality, free of defects, when in fact it was not, MCLA 445.903(1)(e);

b. Represented that repairs would be performed properly and competently when Defendant knew, or in the exercise of reasonable care, should have known that this was not the case, MCLA 445.903(1)(s);

c. Failing to make competent and proper repairs, MCLA 445.903(1)(t);

d. Failing to provide the promised benefits of the bargain including sale of the vehicle and repair attempts, MCLA 445.903(1)(y);

e. failing to reveal material facts including but not limited to the cause of the vehicle defect and non-conformities and the defendant's inability to repair said non-conformities, MCLA 445.903(10)(s).

27. As a result of the defendant's actions, MCLA 445.911(2) provides that the Plaintiff is entitled to recover all of its attorneys' fees and actual damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant in the amount of $11,232.08, plus interest, costs and attorneys' fees as provided for by statute.

Respectfully Submitted:

LENNOX EMANUEL, PLLC

By:_____

Lennox Emanuel (P59251)
Attorney for Plaintiff

TOY-RQ-05E-00000179

1249 Washington Boulevard
Suite 2900
Detroit, MI 48226
(313) 965-6298

Dated: August 9, 2004

DEMAND FOR JURY

NOW COMES Plaintiff, by and through its attorney, and hereby makes a demand for trial by jury in this matter.

Respectfully Submitted:

LENNOX EMANUEL, PLLC

By: _____

Lennox Emanuel (P59251)
Attorney for Plaintiff
1249 Washington Boulevard
Suite 2900
Detroit, MI 48226
(313) 965-6298

47TH DISTRICT COURT
04 AUG 11 AM 10: 45

Dated: August 9, 2004

TOY-RQ-05E-00000180

STATE FARM MUTUAL PLEADINGS
(DIGESTIVE HEALTH)

TOY-RQ-05E-00000181

FILE START

FRANZBLAU DRATCH
A Professional Corporation
Plaza I
354 Eisenhower Parkway
Livingston, New Jersey 07039
(973) 992-3700
Attorneys for *Plaintiff*

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX VICINAGE
NOV 23 2004
FINANCE DIVISION
RECEIVED/FILED

----------X

JEROME STICH and EILEEN STICH,

Plaintiffs,

-against-

TOYOTA MOTOR SALES, U.S.A., INC., and WARNOCK AUTOMOTIVE GROUP, INC.

Defendants.

----------X

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY
DOCKET NO. L-9438-04

CIVIL ACTION

COMPLAINT AND JURY DEMAND

FRANZBLAU DRATCH, P.C. attorneys for the plaintiffs JEROME AND EILEEN STITCH, , by way of Complaint against the defendant says:

THE PARTIES

1. Plaintiff Jerome Stich (hereinafter "Jerome") is an individual residing at 2 Claridge Drive, Apt. 8CE, Verona, New Jersey 07044.

2. Plaintiff Eileen Stich (hereinafter "Eileen") is an individual residing at 2 Claridge Drive, Apt. 8CE, Verona, New Jersey 07044.

3. Upon information and belief, defendant Toyota Motor Sales, U.S.A., Inc. (hereinafter "defendant") is a corporation organized and existing under the laws of the State of California and licensed to do business in the State of New Jersey with an office located at 205 Jefferson Road, Parsippany, New Jersey 07054.

4. Upon information and belief, hereinafter Warnock Automotive Group, Inc. (hereinafter "Warnock") is a corporation organized and existing under the laws of the State of New Jersey with its principal place of business located in Livingston, New Jersey.

UNDERLYING FACTS

5. At all times mentioned herein, defendant is engaged in the manufacture, assembly, design, and distribution of motor vehicles to the general public.

6. At all times mentioned herein defendant, designed, manufactured, assembled and distributed the 2003 Lexus ES 300 with Vehicle Identification Number JTHBF30G830116653, (hereinafter "the automobile" or "the vehicle") which is the subject of this action.

7. At all times mentioned in this complaint Warnock, owned and operated an automobile and sales lot located in Livignston, New Jersey. Warnock was engaged in the business of selling new and used automobiles to the general public at its dealership and was an authorized franchise dealer of Lexus automobiles. Warnock sold the vehicle that is the subject of this matter to Jerome.

8. On July 10, 2004, Jerome was traveling west on Claridge Drive towards Route 23, in Verona, New Jersey when suddenly and without warning the vehicle began to accelerate causing Jerome to lose control of the vehicle, which in turn caused Jerome to run a red light; strike a curb; strike a grass embankment causing the car to become airborne; striking a parked vehicle and eventually coming to rest on top of the parked vehicle against a utility pole.

9. As a result of the accident, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

10. Investigation following the accident revealed a dramatic delay between the accelerator pedal returning to the "closed" position and the throttle valve returning to the "closed" position which caused the vehicle to continue to accelerate even after Jerome

"closed" position which caused the vehicle to continue to accelerate even after Jerome removed his foot from the accelerator.

FIRST COUNT
(Negligence)

11. Defendant owed a duty to foreseeable users, such as plaintiff to exercise due care in designing, manufacturing, assembling and distributing the vehicle involved in this action.

12. Defendant knew or in the exercise of reasonable care should have known, that the automobile would suddenly and without warning accelerate due to a defective throttle valve.

13. Defendant breached the duty described above in that defendant, recklessly negligently and carelessly:

(a) Designed, manufactured, assembled and distributed the automobile with a defective throttle valve which caused the vehicle to continue to accelerate even after Jerome removed his foot from the gas peddle; and

(b) Failed to warn or give adequate notice of the tendency of the automobile to continue to accelerate even after the plaintiff removed his foot from the accelerator; and

(c) Failed to otherwise exercise due care with respect to designing, manufacturing, assembling and distributing the vehicle that is the subject matter of this action.

14. Warnock as the seller of the vehicle knew, or in the exercise of reasonable care should have known, that the vehicle in question was a dangerous instrumentality if not properly designed, manufactured, tested or inspected and the automobile presented the probability of harm to any foreseeable users unless it was free from defects. As a result, Warnock, had a duty to foreseeable users, and to plaintiff in particular to:

(a) Inspect the vehicle that it sold to plaintiff so as to determine whether it

would be reasonably fit for its intended uses; and

(b) Warn or give fair and adequate notice of the inherently dangerous condition existing as a result of the negligent design and manufacturing of the vehicle;

(c) Failed to otherwise exercise due care with respect to selling the vehicle to Jerome;

15. Warnock breached the duty described above in that Warnock negligently recklessly and carelessly failed to warn plaintiff of the inherently dangerous condition of the automobile and failed to inspect or the test the automobile to determine whether it was reasonably fit for its intended purpose.

16. As a direct and proximate result of defendant and Warnock's negligent acts and omissions, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

SECOND COUNT
(Implied Warranty)

17. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

18. Defendant and Warnock impliedly warranted that the vehicle in question was merchantable, safely designed and fit for a particular purpose for which is was produced, sold and intended to be used, that is as a passenger automobile. Plaintiff relied on those

warranties in purchasing the vehicle in question.

19. Defendant and Warnock breached those implied warranties in that the vehicle was not merchantable, safely designed, nor fit for its intended use. In fact, the automobile was inherently dangerous in that the automobile had a defective valve throttle which allowed the car suddenly and without warning to continue to accelerate even when the operator of the vehicle removed his foot from the accelerator.

20. As a direct and proximate result of defendant and Warnock's breach of the implied warranties described above, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

THIRD COUNT
(Express Warranty)

21. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

22. Defendant and Warnock expressly warranted that the vehicle in question was merchantable, safely designed, and fit for a particular purpose for which it was produced, sold and intended to be used. Plaintiff relied on those express warranties in purchasing the vehicle that is the subject of this action.

23. Defendant and Warnock breached those express warranties in that the vehicle in question was not merchantable, safely designed, nor fit for its intended use, but was in fact

inherently dangerous, in that the vehicle had a defective valve throttle which suddenly and without warning allowed the automobile to continue to accelerate even after the operator removed his foot from the accelerator.

24. As a direct and proximate cause of defendant and Warnock's breach of expressed warranties as described above, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

FOURTH COUNT
(Strict Liability)

25. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

26. At the time the defendant distributed the automobile in question, and at the time Warnock sold the vehicle in question to plaintiff, the automobile contained a defect that made it unsafe for its intended use. Specifically, the vehicle contained a defective valve throttle which caused the vehicle to continue to accelerate even after the operator removed his foot from the accelerator.

27. The defect described above rendered the automobile an unreasonably dangerous product fraught with unexpected dangers to foreseeable users, and to innocent bystanders. Defendants are strictly liable in tort for damages incurred by plaintiff.

28. As a direct and proximate cause of defendant's design and manufacture of an

unreasonably dangerous automobile, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. for the following relief:

(a) damages;

(b) costs of suit;

(c) interest;

(d) attorney's fees; and

(d) such other relief as the court deems just and proper.

FIFTH COUNT
(Per Quod)

29. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

30. Jerome and Eileen are husband and wife.

31. As a result of Jerome's injuries, Eileen was caused to lose the services and companionship of her husband.

WHEREFORE, plaintiff Eileen Stich demands judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues.

TRIAL COUNSEL DESIGNATION

Plaintiffs hereby designate Stephen N. Dratch, Esq. as their trial counsel in accordance with the Rules of Court

FRANZBLAU DRATCH, P.C.

By: _____
Brian M. Dratch

DATED: November 20, 2004

CERTIFICATION

I, Brian M. Dratch, Esq., hereby certify that in accordance with Rule 4:5-1 this is the only action presently pending and that no other action or arbitration is contemplated and that to plaintiffs' knowledge no other persons should be joined as a party in these proceedings.

_____
BRIAN M. DRATCH

DATED: November 20, 2004

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX VICINAGE
NOV 23 2004
FINANCE DIVISION
RECEIVED/FILED
E.R.

FRANZBLAU DRATCH
A Professional Corporation
Plaza I
354 Eisenhower Parkway
Livingston, New Jersey 07039
(973) 992-3700
Attorneys for *Plaintiff*

Office of the Superior Court Clerk
By Deputy Clerk of the Superior Court
APR 21 2005
Received and Filed
ESSEX

RECEIVED
MAY 13 2005
LEGAL DEPT.

----------X

JEROME STICH and EILEEN STICH,

Plaintiffs,

-against-

TOYOTA MOTOR SALES, U.S.A., INC., and WARNOCK AUTOMOTIVE GROUP, INC. AND TOYOTA MOTOR CORPORATION

Defendants.

----------X

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY
DOCKET NO. ESX-L-9438-04

CIVIL ACTION

AMENDED COMPLAINT AND JURY DEMAND

FRANZBLAU DRATCH, P.C. attorneys for the plaintiffs JEROME AND EILEEN STITCH, , by way of Complaint against the defendant says:

THE PARTIES

1. Plaintiff Jerome Stich (hereinafter "Jerome") is an individual residing at 2 Claridge Drive, Apt. 8CE, Verona, New Jersey 07044.

2. Plaintiff Eileen Stich (hereinafter "Eileen") is an individual residing at 2 Claridge Drive, Apt. 8CE, Verona, New Jersey 07044.

3. Upon information and belief, defendant Toyota Motor Sales, U.S.A., Inc. (hereinafter "defendant") is a corporation organized and existing under the laws of the State of California and licensed to do business in the State of New Jersey with an office located at 205 Jefferson Road, Parsippany, New Jersey 07054.

4. Upon information and belief, hereinafter Warnock Automotive Group, Inc. (hereinafter "Warnock") is a corporation organized and existing under the laws of the State of

LAW DIVISION
ESSEX VICINAGE
APR 21 2005
FINA
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New Jersey with its principal place of business located in Livingston, New Jersey.

5. Upon information and belief, defendant Toyota Motor Corporation, (hereinafter Toyota) is a foreign corporation of the country of Japan, licensed to do business in the United States and has a principal place of business in the United States at 19001 S. Western Avenue, Torrance, California, 90501.

UNDERLYING FACTS

6. At all times mentioned herein, Toyota is engaged in the manufacture, assembly, design, and distribution of motor vehicles to the general public.

7. At all times mentioned herein Toyota, designed, manufactured, assembled and distributed the 2003 Lexus ES 300 with Vehicle Identification Number JTHBF30G830116653, (hereinafter "the automobile" or "the vehicle") which is the subject of this action.

8. At all times mentioned in this complaint Warnock, owned and operated an automobile and sales lot located in Livignston, New Jersey. Warnock was engaged in the business of selling new and used automobiles to the general public at its dealership and was an authorized franchise dealer of Lexus automobiles. Warnock sold the vehicle that is the subject of this matter to Jerome.

9. At all times mentioned herein, defendant is an authorized importer and distributor of Toyota and Lexus motor vehicles in the United States and distributes said vehicles in the State of New Jersey.

10. On July 10, 2004, Jerome was traveling west on Claridge Drive towards Route 23, in Verona, New Jersey when suddenly and without warning the vehicle began to accelerate causing Jerome to lose control of the vehicle, which in turn caused Jerome to run a red light; strike a curb; strike a grass embankment causing the car to become airborne; striking

a parked vehicle and eventually coming to rest on top of the parked vehicle against a utility pole.

11. As a result of the accident, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

12. Investigation following the accident revealed a dramatic delay between the accelerator pedal returning to the "closed" position and the throttle valve returning to the "closed" position which caused the vehicle to continue to accelerate even after Jerome removed his foot from the accelerator.

FIRST COUNT
(Negligence)

13. Toyota owed a duty to foreseeable users, such as plaintiff to exercise due care in designing, manufacturing, assembling and distributing the vehicle involved in this action.

14. Toyota knew or in the exercise of reasonable care should have known, that the automobile would suddenly and without warning accelerate due to a defective throttle valve.

15. Toyota breached the duty described above in that defendant, recklessly negligently and carelessly:

(a) Designed, manufactured, assembled and distributed the automobile with a defective throttle valve which caused the vehicle to continue to accelerate even after Jerome removed his foot from the gas peddle; and

(b) Failed to warn or give adequate notice of the tendency of the automobile to continue to accelerate even after the plaintiff removed his foot from the accelerator; and

(c) Failed to otherwise exercise due care with respect to designing,

manufacturing, assembling and distributing the vehicle that is the subject matter of this action.

16. Warnock as the seller of the vehicle knew, or in the exercise of reasonable care should have known, that the vehicle in question was a dangerous instrumentality if not properly designed, manufactured, tested or inspected and the automobile presented the probability of harm to any foreseeable users unless it was free from defects. As a result, Warnock, had a duty to foreseeable users, and to plaintiff in particular to:

(a) Inspect the vehicle that it sold to plaintiff so as to determine whether it would be reasonably fit for its intended uses; and

(b) Warn or give fair and adequate notice of the inherently dangerous condition existing as a result of the negligent design and manufacturing of the vehicle;

(c) Failed to otherwise exercise due care with respect to selling the vehicle to Jerome;

17. Warnock breached the duty described above in that Warnock negligently recklessly and carelessly failed to warn plaintiff of the inherently dangerous condition of the automobile and failed to inspect or the test the automobile to determine whether it was reasonably fit for its intended purpose.

18. Defendant as the distributor of the vehicle and in the course of its business, placed the vehicle in the stream of commerce, knew, or in the exercise of reasonable care should have known, that the vehicle in question was a dangerous instrumentality if not properly designed, manufactured, tested or inspected and the automobile presented the probability of harm to any foreseeable users unless it was free from defects. As a result, defendant, had a duty to foreseeable users, and to plaintiff in particular to:

(a) Inspect the vehicle that it placed into the stream of commerce so as to determine whether it would be reasonably fit for its intended uses; and

(b) Warn or give fair and adequate notice of the inherently dangerous condition existing as a result of the negligent design and manufacturing of the vehicle;

(c) Failed to otherwise exercise due care with respect to distributing the vehicle to plaintiff;

19. Defendant breached the duty described above in that defendant negligently recklessly and carelessly failed to warn plaintiff of the inherently dangerous condition of the automobile and failed to inspect or the test the automobile to determine whether it was reasonably fit for its intended purpose.

20. As a direct and proximate result of Toyota, defendant and Warnock's negligent acts and omissions, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. and Toyota Motor Corporation for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

SECOND COUNT
(Implied Warranty)

21. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

22. Defendant, Warnock and Toyota impliedly warranted that the vehicle in question was merchantable, safely designed and fit for a particular purpose for which is was produced, sold and intended to be used, that is as a passenger automobile. Plaintiff relied on those warranties in purchasing the vehicle in question.

23. Defendant, Warnock and Toyota breached those implied warranties in that the vehicle was not merchantable, safely designed, nor fit for its intended use. In fact, the

automobile was inherently dangerous in that the automobile had a defective valve throttle which allowed the car suddenly and without warning to continue to accelerate even when the operator of the vehicle removed his foot from the accelerator.

24. As a direct and proximate result of defendant, Warnock and Toyota's breach of the implied warranties described above, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc., Warnock Automotive Group, Inc. and Toyota Motor Corporation for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

THIRD COUNT
(Express Warranty)

25. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

26. Defendant, Warnock and Toyota expressly warranted that the vehicle in question was merchantable, safely designed, and fit for a particular purpose for which it was produced, sold and intended to be used. Plaintiff relied on those express warranties in purchasing the vehicle that is the subject of this action.

27. Defendant, Warnock and Toyota breached those express warranties in that the vehicle in question was not merchantable, safely designed, nor fit for its intended use, but was in fact inherently dangerous, in that the vehicle had a defective valve throttle which suddenly and without warning allowed the automobile to continue to accelerate even after the operator removed his foot from the accelerator.

LAW DIVISION
ESSEX VICINAGE

28. As a direct and proximate cause of defendant, Warnock and Toyota's breach of expressed warranties as described above, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. and Toyota Motor Corporation for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

FOURTH COUNT
(Strict Liability)

29. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

30. At the time Toyota manufactured and designed the vehicle, defendant distributed the vehicle, and at the time Warnock sold the vehicle to plaintiff, the automobile contained a defect that made it unsafe for its intended use. Specifically, the vehicle contained a defective valve throttle which caused the vehicle to continue to accelerate even after the operator removed his foot from the accelerator.

31. The defect described above rendered the automobile an unreasonably dangerous product fraught with unexpected dangers to foreseeable users, and to innocent bystanders. Defendants are strictly liable in tort for damages incurred by plaintiff.

32. As a direct and proximate cause of Toyota, defendant and Warnock's actions in allowing plaintiff to purchase and operate an unreasonably dangerous automobile, plaintiff was caused to suffer severe and permanent personal injuries, extreme pain and suffering, emotional trauma, future pain and suffering, loss of enjoyment of life, incurring of medical

expenses, disability and impairment.

WHEREFORE, plaintiffs Jerome and Eileen Stich demand judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. and Toyota Motor Corporation for the following relief:

(a) damages;

(b) costs of suit;

(c) interest;

(d) attorney's fees; and

(d) such other relief as the court deems just and proper.

FIFTH COUNT
(Per Quod)

33. Plaintiff hereby repeats and realleges each of the foregoing paragraphs as if the same were more fully set forth at length herein.

34. Jerome and Eileen are husband and wife.

35. As a result of Jerome's injuries, Eileen was caused to lose the services and companionship of her husband.

WHEREFORE, plaintiff Eileen Stich demands judgment against defendants Toyota Motor Sales, U.S.A., Inc. and Warnock Automotive Group, Inc. and Toyota Motor Corporation for the following relief:

(a) damages;

(b) costs of suit;

(c) interest; and

(d) such other relief as the court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues.

TRIAL COUNSEL DESIGNATION

Plaintiffs hereby designate Stephen N. Dratch, Esq. as their trial counsel in

accordance with the Rules of Court

FRANZBLAU DRATCH, P.C.

By:_____
Brian M. Dratch

DATED: March 29, 2005

CERTIFICATION

I, Brian M. Dratch, Esq., hereby certify that in accordance with Rule 4:5-1 this is the only action presently pending and that no other action or arbitration is contemplated and that to plaintiffs' knowledge no other persons should be joined as a party in these proceedings.

BRIAN M. DRATCH

DATED: March 29, 2005

STICH, JEROME PLEADINGS

1of2

TOY-RQ-05E-00000200

FILE START

982.1(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
Howard D. Silver, SBN 90398
Law Offices Of Howard D. Silver
513 Water Oak Lane, No. A
Oak Park, CA 91377

TELEPHONE NO.: (818) 597-2610 FAX NO. (Optional): (818) 879-0862
E-MAIL ADDRESS (Optional): hsilver283@aol.com
ATTORNEY FOR (Name): Plaintiffs

FOR COURT USE ONLY

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
SEP 20 2004
John A. Clarke, Executive Officer/Clerk
By _____, Deputy
SUE GABB

NAME OF COURT: Los Angeles County Superior Court
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: Los Angeles, CA 90012
CITY AND ZIP CODE: Central District
BRANCH NAME:

PLAINTIFF: Robin Ramirez, Nancy Ramirez, Heather Ramirez, A minor by her Guardian Ad Litem, Robin Ramirez
DEFENDANT: Toyota Motor Sales, U.S.A., Inc., Power Toyota Irvine, Sierra Toyota Lancaster Mitsubishi
[x] DOES 1 TO 25

RECEIVED
NOV 30 2004
LEGAL DEPT.

COMPLAINT — Personal Injury, Property Damage, Wrongful Death
AMENDED (Number):
Type (check all that apply):
[ ] MOTOR VEHICLE [x] OTHER (specify): Warranty
[ ] Property Damage [ ] Wrongful Death
[x] Personal Injury [ ] Other Damages (specify):

Jurisdiction (check all that apply):
[ ] ACTION IS A LIMITED CIVIL CASE
Amount demanded [ ] does not exceed $10,000
[ ] exceeds $10,000, but does not exceed $25,000
[x] ACTION IS AN UNLIMITED CIVIL CASE (exceeds $25,000)
[ ] ACTION IS RECLASSIFIED by this amended complaint
[ ] from limited to unlimited
[ ] from unlimited to limited

CASE NUMBER:
BC321771

1. PLAINTIFF (name): Robin Ramirez, Nancy Ramirez, Heather Ramirez
alleges causes of action against DEFENDANT (name): Toyota Motor Sales et. al.
2. This pleading, including attachments and exhibits, consists of the following number of pages: 7
3. Each plaintiff named above is a competent adult
a. [x] except plaintiff (name): Heather Ramirez
(1) [ ] a corporation qualified to do business in California
(2) [ ] an unincorporated entity (describe):
(3) [ ] a public entity (describe):
(4) [x] a minor [ ] an adult
(a) [x] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
(b) [ ] other (specify):
(5) [ ] other (specify):

b. [ ] except plaintiff (name):
(1) [ ] a corporation qualified to do business in California
(2) [ ] an unincorporated entity (describe):
(3) [ ] a public entity (describe):
(4) [ ] a minor [ ] an adult
(a) [ ] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
(b) [ ] other (specify):
(5) [ ] other (specify):

BY FAX

COPY

[ ] Information about additional plaintiffs who are not competent adults is shown in Complaint — Attachment 3.

SHORT TITLE: Ramirez v. Toyota	CASE NUMBER:

4. [ ] Plaintiff *(name)*:
is doing business under the fictitious name *(specify)*:

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a. [x] except defendant *(name)*: Toyota Motor Sales, U.S.A., Inc.

(1) [x] a business organization, form unknown
(2) [ ] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

b. [x] except defendant *(name)*: Power Toyota Irvine

(1) [x] a business organization, form unknown
(2) [ ] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

c. [x] except defendant *(name)*: Sierra Toyota Lancaster Mitsubisni

(1) [x] a business organization, form unknown
(2) [ ] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

d. [ ] except defendant *(name)*:

(1) [ ] a business organization, form unknown
(2) [ ] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

[ ] Information about additional defendants who are not natural persons is contained in Complaint — Attachment 5.

6. The true names and capacities of defendants sued as Does are unknown to plaintiff.

7. [ ] Defendants who are joined pursuant to Code of Civil Procedure section 382 are *(names)*:

8. This court is the proper court because

a. [x] at least one defendant now resides in its jurisdictional area.
b. [ ] the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
c. [ ] injury to person or damage to personal property occurred in its jurisdictional area.
d. [ ] other *(specify)*:

9. [ ] Plaintiff is required to comply with a claims statute, and

a. [ ] plaintiff has complied with applicable claims statutes, or
b. [ ] plaintiff is excused from complying because *(specify)*:

SHORT TITLE: Ramirez v. Toyota	CASE NUMBER:

10. The following causes of action are attached and the statements above apply to each (*each complaint must have one or more causes of action attached*):
    a. [ ] Motor Vehicle
    b. [ ] General Negligence
    c. [ ] Intentional Tort
    d. [x] Products Liability
    e. [ ] Premises Liability
    f. [x] Other (*specify*): Song Beverly Consumer Warranty Act

11. Plaintiff has suffered
    a. [ ] wage loss
    b. [x] loss of use of property
    c. [x] hospital and medical expenses
    d. [x] general damage
    e. [x] property damage
    f. [ ] loss of earning capacity
    g. [ ] other damage (*specify*):

12. [ ] The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
    a. [ ] listed in Complaint — Attachment 12.
    b. [ ] as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. **PLAINTIFF PRAYS** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    a. (1) [x] compensatory damages
       (2) [ ] punitive damages
    b. The amount of damages is (*you must check (1) in cases for personal injury or wrongful death*):
       (1) [x] according to proof
       (2) [ ] in the amount of: $

15. [ ] The paragraphs of this complaint alleged on information and belief are as follows (*specify paragraph numbers*):

Date: August 9, 2004

Howard D. Silver
(TYPE OR PRINT NAME)

▶ Howard Silver
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

SHORT TITLE: Ramirez v. Toyota	CASE NUMBER:

First (number) **CAUSE OF ACTION - Products Liability** Page four

ATTACHMENT TO [X] Complaint [ ] Cross-Complaint

(Use a separate cause of action form for each cause of action.)

Plaintiff *(name)*: Nancy Ramirez and Heather Ramirez

Prod.L-1. On or about *(date)*: February 23, 2004 plaintiff was injured by the following product: 2002 Toyota Prius automobile, Vin. No. JT2BK180220065086. More specifically, plaintiffs Nancy and Heather Ramirez were injured when the engine of the subject vehicle caused the subject vehicle to hit the vehicle in front of it.

Prod.L-2. Each of the defendants knew the product would be purchased and used without inspection for defects. The product was defective when it left the control of each defendant. The product at the time of injury was being

[X] used in the manner intended by the defendants.

[ ] used in a manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod.L-3. Plaintiff was a

[ ] purchaser of the product [X] user of the product.

[ ] bystander to the use of the product. [ ] other *(specify)*:

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod.L-4. X. **Count One-Strict liability** of the following defendants who

a. [X] manufactured or assembled the product *(names)*: Toyota Motor Sales, U.S.A.

[X] Does 1 to 5

b. [X] designed and manufactured component parts supplied to the manufacturer *(names)*:

[X] Does 6 to 10

c. [X] sold the product to the public *(names)*: Frontier Toyota

[X] Does 11 to 15

Prod.L-5. [X] **Count Two-Negligence** of the following defendants who owed a duty to plaintiff *(names)*: Toyota Motor Sales, U.S.A.

[X] Does 1 to 5

Prod.L-6. [X] **Count Three-Breach of warranty** by the following defendants *(names)*: Toyota Motor Sales, U.S.A.

[X] Does 1 to 5

a. [X] who breached an implied warranty

b. [X] who breached an express warranty which was

[X] written [ ] oral

Prod.L-7. [X] The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are

[ ] listed in Attachment-Prod.L-7 [X] as follows: Defendants Sierra Toyota Lancaster Mitsubishi and Power Toyota Irvine negligent repair of plaintiffs' automobile in January and February 2004 contributed to plaintiffs' February 23, 2004 automobile accident.

PETITIONER/PLAINTIFF: Robin Ramirez, Nancy Ramirez, Heather Ra RESPONDENT/DEFENDANT: Toyota Motor Sales, U.S.A., Inc., Power	CASE NUMBER:

SECOND CAUSE OF ACTION
PLAINTIFFS ROBIN & NANCY RAMIREZ
AGAINST DEFENDANTS TOYOTA MOTOR
SALES, U.S.A., SIERRA TOYOTA
LANCASTER MITSUBISHI AND DOES 1-5
AND 11-15 FOR VIOLATION OF THE SONG
BEVERLY CONSUMER WARRANTY ACT

1. Defendants Toyota Motor Sales, U.S.A. and Does 1 through 5, inclusive, and each of them, are designers, sellers, distributors and manufacturers of motor vehicles, and as such designed, distributed sold and manufactured the motor vehicle described herein.
2. Defendants Power Toyota Irvine, Sierra Toyota Lancaster Mitsubishi and DOES 11 through 15, inclusive, are authorized dealers and service centers of motor vehicles designed, distributed, manufactured and sold by Toyota Motor Sales, U.S.A.and DOES 1 through 5, inclusive.
3. On or about September 10, 2002, plaintiff purchased a Toyota Prius automobile from Frontier Toyota.
4. Defendants Toyota Motor Sales, U.S.A.and DOES 1 through 5, and each of them, through the written manufacturer's warranty, warranted the merchantability of said vehicle.
5. Plaintiff justifiably relied upon the aforesaid warranties, and upon the implied warranty of merchantability imposed upon all defendants by reason of California Civil Code Section 1790, et seq., and based thereon, purchased said vehicle as hereinabove alleged. But for the aforesaid warranties, plaintiff would not have purchased said vehicle.
6. Defendants, and each of them, in making the warranties referred to above, intended to induce persons, such as and including plaintiff, to rely upon same as true.
7. Since plaintiff purchased the subject vehicle and during the warranty period, plaintiff has experienced severe, continuing and recurring defects and nonconformities in the vehicle relating to engine surging and stalling, computer failure, electrical shutdown and the check engine light (referred to hereafter as the "nonconformity").
8. Since plaintiff took possession of said vehicle, and as a result of the nonconformity, plaintiff has been required to return the vehicle for unscheduled attempts to repair the nonconformity and the nonconformity continued during the entire period and to the present time.

Legal Solutions & Plus

PETITIONER/PLAINTIFF: Robin Ramirez, Nancy Ramirez, Heather Ra RESPONDENT/DEFENDANT: Toyota Motor Sales, U.S.A., Inc., Power	CASE NUMBER:

9. The above described actions constitute breaches by defendants Toyota Motor Sales, U.S.A. and DOES 1 through 5, and each of them, of express warranties, and breaches by all defendants of the implied warranty of merchantability, within the meaning of Section 1790, et seq. (including Section 1792), of the California Civil Code and accordingly constitute a tortuous breach of the duties imposed upon defendants. Plaintiff is a person to whom such warranties run and said implied warranty may not be disclaimed by defendants.
10. As a direct and proximate result of defendants' tortuous breaches of statutory duty, plaintiff has been damaged as follows:
☐a. Had defendants complied with their statutory duties, the value of said vehicle at the time when the nonconformity first became apparent would not have been less than $. Because of the nonconformity, the vehicle has a value of far less, the true amount of which has not yet been ascertained. Accordingly, plaintiff has sustained damages in the approximate amount of $19,100.00, according to proof.
☐b. Plaintiff has been without the use of said vehicle from time to time according to proof and continues to be without the use of said vehicle, from time to time and has sustained and continues to sustain damages due to the loss thereof, in an amount according to proof.
☐c. Plaintiff has sustained, and continues to sustain, additional damages, the amount of which is not yet fully ascertained, for interest on the loan to purchase said vehicle, for sales tax and license fees on said vehicle, for collision and comprehensive insurance on said vehicle, according to proof, and for additional unascertained general and special damages. Plaintiff will amend the complaint to state the nature and amount of said damages when ascertained, according to proof.
11. Plaintiff, in addition to the above mentioned damages, also is entitled to plaintiff's actual attorneys' fees incurred in connection with the commencement and prosecution of this action, pursuant to Section 1794 of said Act.
12. Defendants, each of them, knew that the subject vehicle contained the nonconformity mentioned above when manufactured, and that Toyota dealerships would not repair, or were incapable of repairing the nonconformity; and that any repairs to said vehicle would be ineffective. Said defendants, and each of them, acted in complete disregard of plaintiff's reliance on their express and implied warranties.

Legal Solutions Plus

PETITIONER/PLAINTIFF: Robin Ramirez, Nancy Ramirez, Heather Ra RESPONDENT/DEFENDANT: Toyota Motor Sales, U.S.A., Inc., Power	CASE NUMBER:

13. As a proximate result of defendants' violation of said Song-Beverly Consumer Warranty Act, which violation was willful, and pursuant to Section 1794 of the Civil Code, plaintiff is entitled to a judgment of their actual damages together with an additional amount equal to two times the amount of said actual damages, or according to proof at the time of trial.
14. Plaintiffs have fully performed all things on plaintiffs' part to be performed, except where performance has been excused by reason of defendants' breaches as aforesaid.

WHEREFORE, plaintiffs prays for judgment against defendants, and each of them, as follows:

1. For damages due to the vehicle nonconformity of not less than $19,100, according to proof;
2. For damages for sales tax and license fees, for interest paid on plaintiffs' vehicle loan, for loss of use of the vehicle, according to proof;
3. For an additional amount equal to two times said actual damages prayed for in paragraphs one and two of this prayer;
4. For costs of suit incurred herein;
5. For plaintiffs' attorney fees incurred herein, according to proof; and
6. For such other and further relief that the court deems proper.

DATED: 8/9/04

BY: Howard S. Silver
HOWARD D. SILVER

Legal Solutions Plus

RAMIREZ, Robin

PLEADINGS

TOY-RQ-05E-00000209

FILE START

Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

RECEIVED & FILED
JAN 3 - 2005
SUPERIOR CT. OCEAN CO.

ATTORNEY FOR PLAINTIFF

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

DENISE BARA
2103 Glenwood Drive
Point Pleasant Beach, NJ 08742

v.

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

LEGAL SERVICES
FEB - 2 2005
GROUP RECEIVED

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY

OCN L-102-05

CIVIL ACTION

NO.

RECEIVED
JAN 3 - 2005
SUPERIOR CT. OCEAN CO.

COMPLAINT

1. Plaintiff, Denise Bara, is an adult individual citizen and legal resident of the State of New Jersey, 2103 Glenwood Drive, Point Pleasant Beach, NJ 08742.

2. Defendant, Toyota Motor Sales, USA, Inc., is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 19001 South Western Avenue, Torrance, CA 90509, and can be served at this address.

BACKGROUND

3. On or about May 31, 2003, Plaintiff purchased a new 2003 Toyota Camry, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 4T1BF32KX3U560706.

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $20,985.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

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

11. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

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

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

15. Gateway Toyota, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about Ma , 2003, Plaintiff took possession of ti. ıbove mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

21. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

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

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

25. The first documented warranty repair attempt is believed to have occurred on or before December 23, 2003, when the vehicle odometer showed 11,459 miles. On that date, repair attempts were made to the hesitation upon stepping on gas condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

26. The second documented warranty repair attempt is believed to have occurred on or before August 26, 2004, when the vehicle odometer showed 21,695 miles. On that date, repair attempts were made to the jerking upon acceleration and clips for splash shield. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

27. The third documented warranty repair attempt is believed to have occurred on or before September 24, 2004, when the vehicle odometer showed 23,093 miles. On that date, repair attempts were made to the vehicle surging condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

28. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in N.J.S.A. 56:12-29 et seq. A true and correct copy of the additional warranty invoice is attached hereto, made a part hereof and marked Exhibit "E".

29. Plaintiff has bec and will continue to be financially .maged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

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

31. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

36. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

37. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

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

39. The Magnuson-M s Warranty Improvement Act, 15 U.S. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

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

42. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

43. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
UNIFORM COMMERCIAL CODE

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

46. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

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

50. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

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

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

54. Defendant's acti ; surrounding the sale and servicin of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

55. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

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

57. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

58. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

59. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

60. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

61. The Act prohibi he aforementioned action of Defenc. .t in the sale and attempted repair of the subject vehicle.

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

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

a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;

b. Plaintiff's vehicle, given the defect/condition, is worthless;

c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By: _____

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

JURY-DEMAND

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

KIMMEL & SILVERMAN, P.C.

By: _____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By: _____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on December 29 2009

KIMMEL & SILVERMAN, P.C.

By: Jacqueline Herritt

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

UNISET | Reynolds and Reynolds | UNISET

Motor Vehicle Retail Order

X New ☐ Used

☐ Demo ☐

Gateway TOYOTA

RT. 37 & Batchelor St.
TOMS RIVER, N.J. 08753

PHONE (732) 240-2009
FAX (732) 349-8607
www.gatewaytoyota.com

UnitedHealth Group — Publicly traded on the New York Stock Exchange

CUSTOMER: DENISE BARA — DATE: 05/31/2003 — STOCK NO.: 3U5607.06

ADDRESS: 2103 GLENWOOD DRIVE — POINT PLEASANT — NJ — 08742

HOME PHONE: (732)701-6969 — WORK PHONE: (732)721-6189 — SALESPERSON: FARULLA, ROBERT

D. L. NO. — SOC. SEC. NO. — D.O.B.

PLEASE ENTER MY ORDER FOR ONE: 2003 TOYOTA — MODEL: CAMRY

BODY TYPE: SDN — COLOR: ASPEN GREEN — MILES: 10 — (YEAR AND MAKE) VIN: 4T1BF32K3-05

CUSTOMER'S E-MAIL

[redacted]

TO BE DELIVERED ON OR ABOUT

Price of Unit	20965.00
Additional Equipment (options)	
INCLUDES ALL REBATES, COUPONS AND INCENTIVES	

[redacted]

MONTHLY PAYMENT AMOUNT $	
TERM: MONTHS	
MILEAGE PER YEAR	
CASH DUE AT DELIVERY $	

[redacted]

DEX ANTI-THEFT WINDOW ETCHING (VEHICLE THEFT GUARANTEE) (SEX REDUCTION NI GROUP INSURANCE) (OPTIONAL)	XXXXXXXXX
Less Trade-In	2100.00
TOTAL TAXABLE AMOUNT	18865.00
N.J. Sales Tax	1133.20
	N/A
Luxury Tax (If Applicable)	N/A
Registration/Title Fee (Estimated See Back #16)	57.50
Documentary Fee: Dealer 67.00; Administration 67.00; Wholesaler 45.00	$189.00
NET PAY-OFF ON TRADE-IN	N/A
TOTAL	20264.50
Down Payment	N/A
BALANCE DUE PRIOR TO CERTIFIED CHECK, OR OTHER ACCEPTABLE FORM OF PAYMENT, DUE ON DELIVERY.	800.00
I HAVE RECEIVED COPIES OF ALL DOCUMENTS FOR ABOVE TRANSACTION	
BALANCE DUE	
CUSTOMER'S INITIALS	19464.50

IF A NEW VEHICLE SALE

The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranties are not affected by this disclaimer of warranties by the selling dealer.

IF USED VEHICLE SALE CHECK APPROPRIATE BOX

☐ This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or refund the full purchase price to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 7 days from the date of delivery of such vehicle.

Date — Customer's Signature

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection upon inspection is covered by New Jersey's Used Car Lemon Warranty Law (P.L.1988, Chpt.373).

MAY 31 03 X

Date — Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year: 96 — Make: TOYOTA — Model: TERCEL

VIN: JT2AC52L7T0194432 — Mileage: 83376

Trade-In Value: 2100.00 — Date of: 05/31/2003

Less Balance Owed: N/A

Net Trade-In Allowance: 2100.00

Balance Owed to:

Address:

Account No.:

Info. From — Good Thru

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage is correct and accurate.

X — Customer's Signature — 05/31/2003 — Date

NO TITLE

Customer agrees that this Order on the face and reverse side, and any attachments to it, is subject to the terms and conditions, the sale, lease and/or agreed to cancel and supersedes any prior agreements and as of the date signed by Dealer, is the entire agreement between the parties and is a complete statement of the terms of the agreement between Customer and Dealer. If applicable, Customer and Dealer agree to execute a lease contract which shall contain no discrepancy or inconsistency with this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer hereby acknowledges receipt of a true copy of the Order. YOU HAVE THE RIGHT TO A WRITTEN INVOICE FOR EACH SPECIFIC DEALER SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR ANY OF THE AUTOMOTIVE DEALER'S REIMBURSED BY THE MANUFACTURER. I AM 18 YEARS OF AGE OR OLDER AND OF FULL LEGAL CAPACITY TO ENTER INTO THIS CONTRACT.

Accepted By: 05/31/2003 X — Date — Dealer or His Authorized Representative

Date — X — Customer's Signature

FORM GT-1 — Reynolds and Reynolds RO22607 (07/02)

THIS ORDER NOT SUBJECT TO CANCELLATION—DEPOSIT NON-REFUNDABLE

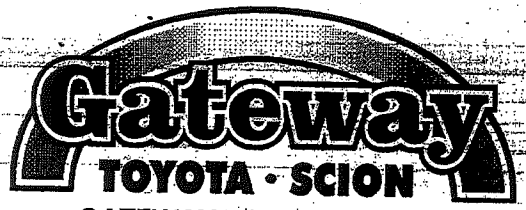
PLAINTIFF'S EXHIBIT A

*Customer 1*Copy*

INVOICE DUPLICATE 1 PAGE 1

VIN# 4T1BF32KX3U560706 TAG# T250

RO# 273412



GATEWAY TOYOTA - SCION
Route 37 & Batchelor St. · Toms River, NJ 08753
Telephone (732) 240-2001

SERVICE HOURS:
Mon - Fri
7:30 AM to 5:30 PM
Sat.
7:00 AM to 5:00 PM

SERVICE & PARTS HOTLINE
(732) 240-2001
Visit us on the Web!
www.GATEWAYTOYOTA.com

CUSTOMER DETAIL INFORMATION

CUST. NUMBER	OPEN DATE	CLOSED DATE	LICENSE	YEAR	MAKE AND MODEL
8056845	23DEC03	03NOV2004		03	TOYOTA CAMRY

STOCK NUMBER	MILEAGE IN/OUT	WRITTEN BY	PAYMENT TYPE	P.O. #
3U560706	11459/11462	9496 MITCH SPERLING	FREE	M106

NAME	HOME PHONE	BUSINESS PHONE	CELL PHONE
DENISE BARA	732-701-6969	732-221-6189	

EMAIL ADDRESS

ADDRESS: 2103 GLENWOOD DRIVE

CITY/STATE/ZIP: POINT PLEASANT, NJ 08742

ADDITIONAL INFORMATION: STK:3U560706 DLR:29092 ENG:3.L TRN:AUTO

JOB LINE	OPERATION CODE / LABOR INSTRUCTIONS	NET	TOTAL
A	OPCODE TECH TYPE HOURS 03 FREE OIL & FILTER CHANGE LOC 03 FREE OIL & FILTER CHANGE 8331 DEFILIPPO,RON LIC#: 8331 C		
	1 08922-02011 FILTER S/A, OIL	6.75	6.75
	1 90430-12028 GASKET	3.22	3.22
	5 OIL MOTOR OIL	0.56	0.56
		1.28	6.40
	PARTS: 10.18 LABOR: 6.75 OTHER: 0.00 TOTAL LINE A:		16.93
	**********		
B	CUSTOMER STATES HESITATES WHEN STEPPING ON GAS VOM VEHICLE OPERATING TO MANUFACTURERS SPECS 8331 DEFILIPPO,RON LIC#: 8331 CRT		
	PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:	0.00	0.00
			0.00
	**********		

The staff at Gateway thanks you for all of your business. The best compliment we can get is the referrals of your friends and family.

DESCRIPTION	TOTALS
LABOR AMOUNT	6.75
PARTS AMOUNT	10.18
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	16.93
LESS COUPONS/DISC.	16.93
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS WITH UNLIMITED MILEAGE FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM - WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY ANY OTHER PERSON.

DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO CUSTOMER, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF ANY DEFECT IN LABOR PERFORMED WHILE COMPLETING THE REPAIRS LISTED ON THIS REPAIR ORDER.

TO OBTAIN REPAIRS UNDER THIS LIMITED WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO THE FACILITY AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED TOGETHER [illegible] UPON COMPLETION OF SUCH REPAIRS.

[illegible] ANTIES, INCLUDING THE IMPLIED WARRANTIES OF [illegible] D FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO [illegible] IOD OF THIS LIMITED WARRANTY. UNDER NO [illegible] THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY [illegible] QUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, [illegible] F PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS [illegible] S, INCONVENIENCE OR COMMERCIAL LOSS.

[illegible] "AS IS". THE ONLY WARRANTIES APPLYING TO THIS [illegible] HICH MAY BE OFFERED BY THE MANUFACTURER(S). THE [illegible] BY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER [illegible] D, INCLUDING ANY IMPLIED WARRANTIES OF [illegible] FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER [illegible] RIZES ANY OTHER PERSON TO ASSUME FOR IT ANY [illegible] N WITH THE SALE OF THIS PART(S) AND/OR SERVICE. [illegible] NTITLED TO RECOVER FROM THE SELLING DEALER ANY [illegible] ES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF [illegible] S OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL [illegible] , EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR [illegible] PERTAINING TO SAFETY OR PER- FORMANCE BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

tabbies PLAINTIFF'S EXHIBIT B

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TOY-RQ-05E-00000223

*Customer 1*Copy*

INVOICE DUPLICATE 1 PAGE 1

VIN# 4T1BF32KX3U560706 TAG# T481

RO# 301189

GATEWAY TOYOTA - SCION
Route 37 & Batchelor St. · Toms River, NJ 08753
Telephone (732) 240-2001

SERVICE HOURS:
Mon - Fri
7:30 AM to 5:30 PM
Sat.
7:00 AM to 5:00 PM

SERVICE & PARTS HOTLINE
(732) 240-2001

Visit us on the Web!
www.GATEWAYTOYOTA.com

CUSTOMER DETAIL INFORMATION

CUST. NUMBER	OPEN DATE	CLOSED DATE	LICENSE	YEAR	MAKE AND MODEL
8056845	26AUG04	03NOV2004		03	TOYOTA CAMRY

STOCK NUMBER	MILEAGE IN/OUT	WRITTEN BY	PAYMENT TYPE	P.O. #
3U560706	21695/21695	2349 PAUL STARNES	FREE	SPOT112

NAME: DENISE BARA
HOME PHONE: 732-701-6969
BUSINESS PHONE: 732-221-6189
CELL PHONE:
EMAIL ADDRESS:
ADDRESS: 2103 GLENWOOD DRIVE
CITY/STATE/ZIP: POINT PLEASANT, NJ 08742
ADDITIONAL INFORMATION: STK:3U560706 DLR:29092 ENG:3.L TRN:AUTO

JOB LINE	OPERATION CODE / LABOR INSTRUCTIONS	NET	TOTAL
A	OPCODE TECH TYPE HOURS CUSTOMER STATES SOMETHING HANGING FROM UNDER CAR,CK AND ADVISE MISC REPLACE CLIPS FOR SPLASH SHIELD 8331 DEFILIPPO,RON LIC#: 8331 C		
	4 90467-07201 CLIP	0.00 0.69	0.00 2.76
	PARTS: 2.76 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:		**2.76**
	**********		
B	FREE OIL AND FILTER CHANGE,TOP FLUIDS AND RESET MAINT. LIGHT LOC FREE OIL AND FILTER CHANGE,TOP FLUIDS AND RESET MAINT. LIGHT 8331 DEFILIPPO,RON LIC#: 8331 C		
	1 08922-02011 FILTER S/A, OIL 1 90430-12028 GASKET 5 OIL MOTOR OIL	7.05 3.22 0.56 1.10	7.05 3.22 0.56 5.50
	PARTS: 9.28 LABOR: 7.05 OTHER: 0.00 TOTAL LINE B:		**16.33**
	**********		
C	CUST ADV WHEN ACCELERATING THE CAR SEEMS TO JERK CAUSE: 99 TC3001 RECALIBRATE ECM ENGINE & TSB 8331 DEFILIPPO,RON LIC#: 8331 W93T FC: 99 PART#: COUNT: CLAIM TYPE: RG AUTH CODE:		(N/C)
	PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:		**0.00**

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

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS WITH UNLIMITED MILEAGE FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM - WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY ANY OTHER PERSON.

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[illegible] ANTIES, INCLUDING THE IMPLIED WARRANTIES OF [illegible] ND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO [illegible] RIOD OF THIS LIMITED WARRANTY. UNDER NO [illegible] THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY [illegible] EQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, [illegible] F PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS [illegible] TS, INCONVENIENCE OR COMMERCIAL LOSS.

[illegible] "AS IS". THE ONLY WARRANTIES APPLYING TO THIS [illegible] HICH MAY BE OFFERED BY THE MANUFACTURER(S). THE [illegible] EBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER [illegible] ED, INCLUDING ANY IMPLIED WARRANTIES OF [illegible] FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER [illegible] RIZES ANY OTHER PERSON TO ASSUME FOR IT ANY [illegible] ON WITH THE SALE OF THIS PART(S) AND/OR SERVICE. [illegible] ENTITLED TO RECOVER FROM THE SELLING DEALER ANY [illegible] GES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF [illegible] SS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL [illegible] N, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR [illegible] TO SAFETY OR PER- FORMANCE BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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VIN# 4T1BF32KX3U560706 TAG# T481

RO# 301189

Gateway TOYOTA • SCION

GATEWAY TOYOTA - SCION
Route 37 & Batchelor St. · Toms River, NJ 08753
Telephone (732) 240-2001

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Mon - Fri
7:30 AM to 5:30 PM
Sat.
7:00 AM to 5:00 PM

SERVICE & PARTS HOTLINE
(732) 240-2001
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www.GATEWAYTOYOTA.com

CUSTOMER DETAIL INFORMATION

CUST. NUMBER	OPEN DATE	CLOSED DATE	LICENSE	YEAR	MAKE AND MODEL
8056845	26AUG04	03NOV2004		03	TOYOTA CAMRY

STOCK NUMBER	MILEAGE IN/OUT	WRITTEN BY	PAYMENT TYPE	P.O. #
3U560706	21695/21695	2349 PAUL STARNES	FREE	SPOT112

NAME: DENISE BARA
HOME PHONE: 732-701-6969
BUSINESS PHONE: 732-221-6189
CELL PHONE:
EMAIL ADDRESS:
ADDRESS: 2103 GLENWOOD DRIVE
CITY/STATE/ZIP: POINT PLEASANT, NJ 08742
ADDITIONAL INFORMATION: STK:3U560706 DLR:29092 ENG:3.L TRN:AUTO

JOB LINE	OPERATION CODE OPCODE	TECH	TYPE	HOURS	LABOR INSTRUCTIONS	NET	TOTAL

****

The staff at Gateway thanks you for all of your business. The best compliment we can get is the referrals of your friends and family.

DESCRIPTION	TOTALS
LABOR AMOUNT	7.05
PARTS AMOUNT	12.04
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	19.09
LESS COUPONS/DISC.	19.09
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

LIMITED LABOR WARRANTY

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E (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C)
AIR FACILITY TO MAKE THE REPAIRS REQUIRED TOGETHER
K UPON COMPLETION OF SUCH REPAIRS.
RANTIES, INCLUDING THE IMPLIED WARRANTIES OF
ND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO
ERIOD OF THIS LIMITED WARRANTY. UNDER NO
LL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY
SEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO,
OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS
FITS, INCONVENIENCE OR COMMERCIAL LOSS.
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WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE
REBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER
LIED, INCLUDING ANY IMPLIED WARRANTIES OF
R FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER
HORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY
TION WITH THE SALE OF THIS PART(S) AND/OR SERVICE.
E ENTITLED TO RECOVER FROM THE SELLING DEALER ANY
MAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF
USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PER- FORMANCE BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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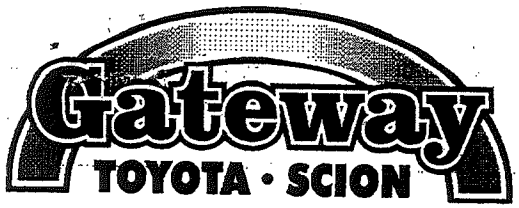
INVOICE

VIN# 4T1BF32KX3U560706 TAG# T040

RO# 304894



GATEWAY TOYOTA - SCION
Route 37 & Batchelor St. · Toms River, NJ 08753
Telephone (732) 240-2001

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7:00 AM to 5:00 PM

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(732) 240-2001

Visit us on the Web!
www.GATEWAYTOYOTA.com

CUSTOMER DETAIL INFORMATION

CUST. NUMBER	OPEN DATE	CLOSED DATE	LICENSE	YEAR	MAKE AND MODEL
8056845	24SEP04	28SEP2004		03	TOYOTA CAMRY

STOCK NUMBER	MILEAGE IN/OUT	WRITTEN BY	PAYMENT TYPE	P.O. #
3U560706	23093/23111	7097 KEVIN CHESLEY	CASH	P E02

NAME	HOME PHONE	BUSINESS PHONE	CELL PHONE
DENISE BARA	732-701-6969	732-221-6189	

EMAIL ADDRESS

ADDRESS: 2103 GLENWOOD DRIVE

CITY/STATE/ZIP: POINT PLEASANT, NJ 08742

ADDITIONAL INFORMATION: STK:3U560706 DLR:29092 ENG:3.L TRN:AUTO

JOB / OPERATION CODE / LABOR INSTRUCTIONS

LINE	OPCODE TECH TYPE HOURS	NET	TOTAL
A	CUST ADV AS STARTING IN LOW SPEEDS THE CAR SURGES & SPEEDS UP OK TECH CHECKED ECU FOR CODES NONE FOUND/ROAD TESTED THE VEHICLE MULTIPULE TIMES NO ABNORMAL CONDITION FOUND AT THIS TIME 124 KEEFE,MICHAEL LIC#: 124 CPT	0.00	0.00
	PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:		0.00
	**********		
B**	RENTAL CHARGES RENTAL RENTAL CHARGES 99 CTRAC	0.00	0.00
	PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:		0.00
	**********		

TECH CK'D FOR CODES AND ABNORMAL OPERATION/CK'D OK/ROAD TESTED MULTIPUL TIMES/NO ABNORMAL CONDI TION FOUND AT THIS TIME

The staff at Gateway thanks you for all of your business. The best compliment we can get is the referrals of your friends and family.

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

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ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFITS, INCONVENIENCE OR COMMERCIAL LOSS.

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TOY-RQ-05E-00000226

1976

JOHNNY MUFFLERS AUTOMOTIVE REPAIR

3121 LAKEWOOD RD.
POINT PLEASANT, NJ 08742
(732) 458-4949

QUANTITY	PART NUMBER AND DESCRIPTION	UNIT PRICE	
	vehicle [redacted] road tested car with customer. 8:30 AM The vehicle at low speed 3 to 4 mph has a delay in acceleration upon accelerating vehicle. Vehicle speed up when finally catches! No codes found Possibly Transmission Problem or computer fault. recomend to drive this vehicle with caution!		

ADDITIONAL PARTS ON BACK

ESTIMATED SERVICE DATE: / /

TOTAL PARTS →

SUBLET REPAIRS

TOTAL SUBLET REPAIRS →

RECEIVED AM PM Waity | PROMISED AM PM

DATE 11/17/09 | CALL WHEN READY? YES NO

CUSTOMER NOTIFIED / / TIME AM PM

NAME Denise Barn.

ADDRESS 2103 Glenwood Drive

CITY Point Pleasant STATE NJ ZIP 08741

PHONES #1 #2

LICENSE TAG NO. MDK 61K UNIT # CUSTOMER ORDER #

YEAR 2003 MAKE Toyota MODEL Camry LE ODOMETER 24506

VIN

#	DESCRIPTION	SERVICE (LABOR)
	LUBE ○	
	CHANGE OIL ○	
	FLUSH TRANS DIFF. ○	

OPER #		SERVICE DESCRIPTION	
1	1	Diagnostic fee 1/2 hr.	30.00
	2		
	3		
	4	Paid cash gph	
	5		
	6		

TECHNICIAN #1 TECHNICIAN #2

If repair commencement is authorized but completion is not authorized a charge will be imposed for disassembly, reassembly or partially completed work.

HAZARDOUS WASTE (ENVIRO.)

QUANTITY		$ AMOUNT		
	GALLONS GAS OCTANE		TOTAL SERVICE	
	QUARTS OIL DETERGENT NON DETERGENT		TOTAL PARTS	
	SOLVENT		OUTSIDE REPAIRS	
✓	☑ CASH ☐ CHARGE	TOTAL GAS, OIL SOLVENT	GAS, OIL SOLVENT ENVIRO. CHG.	
			SUB-TOTAL	
			TAX	1.80
			TOTAL	31.80

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency and/or an attorney to collect this account, I the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee.

X [signature]

"The limited warranties applying to the parts listed hereon are those which may be offered by the manufacturer. We hereby expressly disclaim all warranties, either expressed or implied, including any implied warranties of the merchantability or fitness for a particular purpose and neither assume, nor authorize any other person to assume for the company any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the company any consequential damages, to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages."

A-N/C U.S.

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DROP

TOY-RQ-05E-00000227

BARA, DENISE

PLEADINGS

TOY-RQ-05E-00000228

FILE START

ORIGINAL

238

COMP

ROBERT W. COTTLE, ESQ.
Nevada Bar No. 004576
DAVID A. FRANCIS, ESQ.
Nevada Bar No. 007705
MAINOR EGLET COTTLE
City Centre Place
400 South Fourth Street, Ste. 600
Las Vegas, Nevada 89101
(702) 450-5400
Attorneys for Plaintiffs

FILED
OCT 27 5 04 PM '05
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * *

GEORGE YAGO III, Individually and as Personal Administrator of the Estate of GEORGE YAGO JR. (DECEASED) and MAUREEN YAGO (DECEASED), VIOLET KRYWINSKI, as an Individual, and JOANN PASSER as the Administratrix of the Estate EDWARD MARCINKOWSKI (DECEASED) Plaintiffs, vs. GNLV, CORP. dba GOLDEN NUGGET HOTEL and CASINO; TOYOTA MOTOR SALES, U.S.A., INC.; TOYOTA MOTOR CORPORATION of JAPAN; FINDLAY AUTOMOTIVE OF NEVADA L.L.C. dba FINDLAY TOYOTA; SIERRA CONSTRUCTION CORPORATION; and DOES I through X; ROE Contractors/Corporations I through X; inclusive Defendants.	CASE NO. A 512309 DEPT. NO. I COMPLAINT Wrongful Death Arbitration Exemption Claimed Damages in Excess of $40,000.00

MAINOR EGLET COTTLE
TRIAL LAWYERS

RECEIVED
OCT 24 2005
COMMUNITY CLERK

MAINOR EGLET COTTLE
TRIAL LAWYERS

COMPLAINT

Wrongful Death
Arbitration Exemption Claimed
Damages In Excess of $40,000

COMES NOW, Plaintiffs, GEORGE YAGO III, Individually and as Administrator of the Estate of GEORGE YAGO, JR. (DECEASED) and MAUREEN YAGO (DECEASED), as well as VIOLET KRYWINSKI, as an individual and JOANN PASSER, Administratrix of the Estate of EDWARD MARCINKOWSKI (DECEASED), by and through their attorneys, ROBERT W. COTTLE, ESQ. and DAVID A. FRANCIS ESQ., of the law firm MAINOR EGLET COTTLE, and for their causes of action against the Defendants, each of them, complain and allege as follows:

PARTIES AND JURISDICTION

1. This is a wrongful death case with an amount in controversy in excess of Forty Thousand Dollars ($40,000.00), exclusive of interest and costs, thereby exempting this case from arbitration.

2. The incidents complained of herein occurred in Clark County, Nevada, on January 22, 2004 and October 25, 2004, respectfully, granting jurisdiction upon this Honorable Court.

3. The Plaintiff, GEORGE YAGO III, at all times herein relevant, was a resident of the State of California.

4. The Plaintiff, GEORGE YAGO III, is the natural child of Decedents, GEORGE YAGO, JR. and MAUREEN YAGO.

5. The Plaintiff, VIOLET KRYWINSKI, at all times herein relevant, was a resident of the State of Connecticut.

6. The Plaintiff, JOANN PASSER, the Special Administratrix of the Estate of EDWARD MARCINKOWSKI, at all times herein relevant was, resident of Clark County, State of Nevada.

7. Defendant GLNV, CORP. dba GOLDEN NUGGET HOTEL and CASINO herein after referred to as "GOLDEN NUGGET", is a Nevada corporation, at all times herein relevant, is licensed and doing business in the State of Nevada.

8. Defendants TOYOTA MOTOR SALES, U.S.A, INC. and TOYOTA MOTOR CORPORATION of JAPAN herein after will be referred to as "TOYOTA" are, and at all times herein relevant were, licensed and conducting business in the State of Nevada.

9. Defendant, FINDLAY AUTOMOTIVE OF NEVADA L.L.C. dba FINDLAY TOYOTA herein after referred to as "FINDLAY" is, and at all times herein relevant was, an automobile dealership licensed by the City of Henderson and doing business in Clark County, State of Nevada.

10. Defendant, SIERRA CONSTRUCTION CORP. herein after referred to as "SIERRA" is and at all times herein relevant were, licensed and conducting business in the State of Nevada.

11. That the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants herein designated as DOE I through X, are unknown to Plaintiffs at this time who therefore sue said Defendants by pseudonyms. Plaintiffs allege that each named Defendant herein designated as DOE is negligently, willfully, contractually, or otherwise legally responsible for the events and happenings herein referred to and proximately caused injury and damages thereto Plaintiffs as herein alleged. Plaintiffs will seek leave of Court to amend this

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Complaint to insert the true names and capacities of such Defendants when same has been ascertained and will further seek leave to join said Defendants in these proceedings.

12. That the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants herein designated as ROE Contractors/Corporations I through X, are unknown to Plaintiffs at this time who therefore sue said Defendants by pseudonyms. Plaintiffs allege that each named Defendant herein designated as ROE Contractors/Corporations I through X are negligently, willfully, contractually, or otherwise legally responsible for the events and happenings herein referred to and proximately caused injury and damages thereto Plaintiffs as herein alleged. Plaintiffs will seek leave of Court to amend this Complaint to insert the true names and capacities of such Defendants when same has been ascertained and will further seek leave to join said Defendants in these proceedings.

FIRST CAUSE OF ACTION

(NEGLIGENCE AS TO GOLDEN NUGGET AND SIERRA CONSTRUCTION)

13. That on or about January 22, 2004, Decedents GEORGE YAGO JR. was the operator and MAUREEN YAGO the passenger of a Toyota Camry hardtop 4-door sedan, vehicle identification number JTDBF30K720091823.

14. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOES and ROE Contractors I through X, were the owners, managers, developers, builders, maintainers, inspectors, supervisors and controllers of the premises and subject parking structure.

15. That on or about October 25, 2004, Decedents EDWARD MARCINKOWSKI was the operator and Plaintiff VIOLET KRYWINSKI the passenger of a 2005 Chevy Malibu 4-door sedan, vehicle identification number 1G1ND52F45M121907.

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16. That on or about the January 22, 2004, Decedent GEORGE YAGO JR. attempted to park his vehicle at the GOLDEN NUGGET parking structure, located at 129 East Fremont, Las Vegas, Nevada 89101. As a result of the unlawful conduct of the Defendants, the Yago vehicle exited the side of the parking structure and fell several floors causing injuries and death to the Yago decedents.

17. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOE and ROE Contractors, were the owners, managers, developers, builders, maintainers, inspectors, supervisors and controllers of the premises and subject parking structure.

18. That on or about the January 22, 2004, Decedent MARCINKOWSKI attempted to park his vehicle at the GOLDEN NUGGET parking structure. Defendant, GOLDEN NUGGET, located at 129 East Fremont, Las Vegas, Nevada 89101.

19. As a result of the unlawful conduct of the Defendants the Marcinkowski vehicle exited the side of the parking structure and fell several floors causing injuries and death to the Marcinkowski decedent and Plaintiff, Krywinski.

20. Defendants GOLDEN NUGGET and SIERRA CONSTRUCTION, DOE and ROE Contractors breached their duty of due care by their negligent, careless, wanton, willful and indifferent failure to act including, but not limited to:

a. The negligent and improper design, testing, manufacture, assembly and inspection of the subject parking structure and cement restraining walls;

b. The failure to provide adequate, accurate and effective warnings, instructions and deterrents to vehicle operators and/or visitors of the said parking structure regarding proper speed limits in accordance with the restraining

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capabilities of subject parking structure walls.

21. As a direct and proximate result of the negligence and breaches by aforementioned Defendants, Decedents, YAGO and MARCINKOWSKI, sustained catastrophic injuries which eventually caused his death, and hereby entitles Plaintiff's estate to an amount to be determined at trial, and special damages for medical expenses in amount to be determined at trial and Plaintiff, VIOLET KRYWINSKI sustained catastrophic injuries and incurred expenses for medical care and treatment, all sustained damages in excess of Ten Thousand Dollars ($10,000.00).

SECOND CAUSE OF ACTION

(PREMISES LIABILITY AS TO GOLDEN NUGGET)

22. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 21 of the Plaintiffs' Complaint, and further alleges as follows:

23. That all the facts and circumstances that give rise to the subject lawsuit occurred at the GOLDEN NUGGET, 129 East Fremont Street Las Vegas, Nevada 89101.

24. At all times mentioned herein; the Defendants, GOLDEN NUGGET and DOES and ROE Contractors/Corporations I through X, were the designers, contractors, maintainers, owners, managers, inspectors, supervisors and controllers of the premises and subject parking structure at the GOLDEN NUGGET.

25. At all times mentioned herein, said Defendants, failed to take certain safety precautions to reduce the speed of patrons operating vehicles within the multi-level GOLDEN NUGGET parking structure, including but not limited to:

a. Failure to install speed reducing road bumps;

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b. Failure to post speed limit signs that reflect reasonably safe driving speeds.

26. At all times mentioned, said Defendants, had the duty to make known any hazards or dangers that could potentially cause harm, serious injury or death to anyone on or around the premises of subject parking structure.

27. As a direct and proximate result, the YAGO and MARCINKOWSKI/ KRYWINSKI vehicles fell from the GOLDEN NUGGET parking structure causing catastrophic injury and/or death, entitling Plaintiffs to general damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

THIRD CAUSE OF ACTION

(STRICT PRODUCT LIABILITY AS TO GOLDEN NUGGET and SIERRA CONTRUCTION)

28. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 27 of the First and Second Causes of Action, and further allege as follows.

29. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOES and ROE Contractors/Corporations I through X,.. failed to warn of the danger posed as a result of the design, manufacture, construction, maintenance and inspection of subject parking structure and cement restraining walls.

30. Defendants, aforementioned, are strictly liable for the design, construction, manufacture, maintenance and inspection of the subject parking structure and cement restraining walls.

31. On or about the date of January 22, 2004, the vehicle of Decedents GEORGE YAGO, JR. and MAUREEN YAGO struck a cement restraining wall causing the wall to break away, and fall from the parking structure to the ground. Further allowing Decedents' vehicle to

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fall from the parking structure and land on its roof, resulting in catastrophic injuries which caused their death.

32. Moreover, on or about the date of October 25, 2004, the vehicle of, Decedent EDWARD MARCINKOWSKI and Plaintiff VIOLET KRYWINSKI struck a cement restraining wall causing the wall to break away, falling from the parking structure to the ground. Further allowing Plaintiffs' vehicle to fall from the parking structure, resulting in catastrophic injuries and/or death.

33. As a direct and proximate result of the defects in the design, manufacture, construction maintenance and inspection by aforementioned Defendants, regarding the GOLDEN NUGGET parking structure, the structure was unreasonably dangerous when used as intended which defects caused the injuries and deaths described herein, entitling Plaintiffs to an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

FOURTH CAUSE OF ACTION

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

34. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 33 of Plaintiffs' Complaint, and further allege as follows.

35. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOES and ROE Contractors I through X, has negligently inflicted emotional distress to the Plaintiff, VIOLET KRYWINSKI.

36. Such negligent infliction of emotional distress entitles the Plaintiff, VIOLET KRYWINSKI, to recover separate and distinct damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

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FIFTH CAUSE OF ACTION

(NEGLIGENCE AS TO TOYOTA)

37. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 36 of Plaintiff's Complaint, and further allege as follows.

38. That on or about January 22, 2004, Decedents GEORGE YAGO JR. was the operator and MAUREEN YAGO the passenger of a Toyota Camry hardtop 4-door sedan, vehicle identification number JTDBF30K720091823. The Toyota Camry was being driven in the parking structure at the Golden Nugget, 129 East Fremont Street Las Vegas, Nevada 89101.

39. At the same time and place, the subject TOYOTA vehicle unintentionally accelerated and collided with the cement restraining wall causing it to break away and fall to the ground. Furthermore, allowing the subject vehicle to fall four (4) stories to the ground, landing on its roof.

40. Defendants, TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION OF JAPAN and FINDLAY TOYOTA, DOES and ROE Corporations I through X, designed, tested, manufactured, assembled, marketed, and placed in the stream of commerce, the subject Toyota Camry. Defendant FINDLAY TOYOTA was the vendor of the subject Toyota Camry.

41. Defendants, aforementioned, owed a duty of due care to the Plaintiffs, and other similarly situated, in the design, testing, manufacture, assembly, marketing and sale of the Toyota Camry 4-door sedan line of vehicles.

42. Defendants, aforementioned, breached its duty of due care by its negligent, careless, wanton, willful and indifferent failure to act including, but not limited to the negligent and improper design, testing, manufacture, assembly and inspection of the acceleration system of

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the subject 2002 Toyota Camry.

43. Upon information and belief, at the time of the previously mentioned incident, the Toyota Camry, and more particularly the acceleration system, was in the same condition as it was when it left the control of the Defendants, aforementioned, and was being operated accordingly without any substantial change or alteration to its condition.

44. As a direct and proximate result of the negligence and breach of due care by the aforementioned Defendants, and the failure of the acceleration system, Decedents, GEORGE YAGO and MAUREEN YAGO, suffered catastrophic injuries that caused their death. As a result of the incident, Plaintiff GEORGE YAGO III is entitled to damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

SIXTH CAUSE OF ACTION

(STRICT PRODUCTS LIABILITY AS TO TOYOTA)

45. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 44 of Plaintiffs' Complaint, and further allege as follows.

46. Defendants, TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION OF JAPAN and FINDLAY TOYOTA, DOES and ROE Corporations I through X, designed, manufactured, distributed, and sold the subject Toyota Camry. The said vehicle of decedents was not in a condition to be operated and further TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION OF JAPAN and FINDLAY TOYOTA, DOES and ROE Corporations I through X, and each of them, failed to warn of the defective condition of the subject vehicle.

47. On or about the January 22, 2004, the subject vehicle was being operated in the manner in which it was intended, when it failed to perform as intended it caused decedents,

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GEORGE YAGO JR. and MAUREEN YAGO, to collide with a cement restraining wall and fall four (4) stories from the Golden Nugget parking structure, landing on its roof.

48. As a direct and proximate result of the defects in the subject vehicle, which rendered it unreasonably dangerous, Decedents GEORGE YAGO, JR. and MAUREEN YAGO suffered catastrophic injuries which caused their death. As a result GEORGE YAGO, III is entitled to damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

49. Defendants, aforementioned, are strictly liable for the unreasonably dangerous and defective condition of the subject vehicle.

50. Defendants, aforementioned, breached its express and implied warranties with respect to the subject vehicle.

51. Defendants, aforementioned, knew that the subject vehicle constituted a threat and danger to human life, but nevertheless with a conscious disregard for the safety of the occupants and with fraud, oppression and/or malice, willfully, wantonly, and maliciously, concealed information and failed to correct the defects, all with the intention to deceive the consumer, including Decedents, GEORGE YAGO, JR. and MAUREEN YAGO.

52. Defendants, aforementioned, should be punished for its conduct by an award of punitive or exemplary damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

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SEVENTH CAUSE OF ACTION

(NEGLIGENT FAILURE TO INSPECT AND WARN AS TO TOYOTA)

53. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 52 of Plaintiffs' Complaint, and further allege as follows.

54. Defendants, TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION OF JAPAN and FINDLAY TOYOTA, DOES and ROE Corporations I through X, have inspected the subject model/vehicle Toyota Camry before January 22, 2004, and knew or should have known that the acceleration system was defective in design and/or manufacture and failed to warn the Decedents, GEORGE YAGO, JR. and MAUREEN YAGO of the dangerous condition, as to their detriment and damages as heretofore alleged.

55. The failure to inspect and warn was a proximate cause of the injuries and damages heretofore alleged and was, further, a willful and conscious disregard of known safety procedures, thereby entitling Plaintiff, GEORGE YAGO III, an award of general and punitive damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

WHEREFORE, Plaintiffs pray for judgment of this court as follows:

1. General damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

2. Special damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

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3. Punitive damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

4. For cost of suit incurred herein; and

5. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 26th day of October, 2005

MAINOR EGLET COTTLE, LLP

By _____

ROBERT W. COTTLE, ESQ.
Nevada Bar No. 004576
DAVID A. FRANCIS, ESQ.
Nevada Bar No. 007705
City Centre Place
400 South Fourth Street, Ste. 600
Las Vegas, Nevada 89101
Attorneys for Plaintiffs

MAINOR EGLET COTTLE
TRIAL LAWYERS

AMCOMP
ROBERT W. COTTLE, ESQ.
Nevada Bar No. 004576
DAVID A. FRANCIS, ESQ.
Nevada Bar No. 007705
MAINOR EGLET COTTLE
City Centre Place
400 South Fourth Street, Ste. 600
Las Vegas, Nevada 89101
(702) 450-5400
Attorneys for Plaintiffs

FILED
Nov 18 4 41 PM '05
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

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GEORGE YAGO III, Individually and as Personal Administrator of the Estate of GEORGE YAGO JR. (DECEASED) and MAUREEN YAGO (DECEASED), VIOLET KRYWINSKI, as an Individual, and JOANN PASSER as the Administratrix of the Estate EDWARD MARCINKOWSKI (DECEASED)	
Plaintiffs,	
vs.	CASE NO. A512309 DEPT. NO. I
GNLV, CORP. dba GOLDEN NUGGET HOTEL and CASINO; TOYOTA MOTOR SALES, U.S.A., INC.; TOYOTA MOTOR CORPORATION; FINDLAY AUTOMOTIVE OF NEVADA, LLC dba FINDLAY TOYOTA; SIERRA CONSTRUCTION CORPORATION; and DOES I through X; ROE Contractors/Corporations I through X; inclusive	AMENDED COMPLAINT Wrongful Death Arbitration Exemption Claimed Damages in Excess of $40,000.00
Defendants.	

. . .

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TOY-RQ-05E-00000243

AMENDED COMPLAINT

Wrongful Death
Arbitration Exemption Claimed
Damages In Excess of $40,000

COMES NOW, Plaintiffs, GEORGE YAGO III, Individually and as Administrator of the Estate of GEORGE YAGO, JR. (DECEASED) and MAUREEN YAGO (DECEASED), as well as VIOLET KRYWINSKI, as an individual and JOANN PASSER, Administratrix of the Estate of EDWARD MARCINKOWSKI (DECEASED), by and through their attorneys, ROBERT W. COTTLE, ESQ. and DAVID A. FRANCIS ESQ., of the law firm MAINOR EGLET COTTLE, and for their causes of action against the Defendants, each of them, complain and allege as follows:

PARTIES AND JURISDICTION

1. This is a wrongful death case with an amount in controversy in excess of Forty Thousand Dollars ($40,000.00), exclusive of interest and costs, thereby exempting this case from arbitration.

2. The incidents complained of herein occurred in Clark County, Nevada, on January 22, 2004 and October 25, 2004, respectfully, granting jurisdiction upon this Honorable Court.

3. The Plaintiff, GEORGE YAGO III, at all times herein relevant, was a resident of the State of California.

4. The Plaintiff, GEORGE YAGO III, is the natural child of Decedents, GEORGE YAGO, JR. and MAUREEN YAGO.

5. The Plaintiff, VIOLET KRYWINSKI, at all times herein relevant, was a resident of the State of Connecticut.

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TOY-RQ-05E-00000244

6. The Plaintiff, JOANN PASSER, the Special Administratrix of the Estate of EDWARD MARCINKOWSKI, at all times herein relevant was, resident of Clark County, State of Nevada.

7. Defendant GLNV, CORP. dba GOLDEN NUGGET HOTEL and CASINO herein after referred to as "GOLDEN NUGGET", is a Nevada corporation, at all times herein relevant, is licensed and doing business in the State of Nevada.

8. Defendants TOYOTA MOTOR SALES, U.S.A, INC. and TOYOTA MOTOR CORPORATION herein after will be referred to as "TOYOTA" are, and at all times herein relevant were, licensed and conducting business in the State of Nevada.

9. Defendant, FINDLAY AUTOMOTIVE OF NEVADA L.L.C. dba FINDLAY TOYOTA herein after referred to as "FINDLAY" is, and at all times herein relevant was, an automobile dealership licensed by the City of Henderson and doing business in Clark County, State of Nevada.

10. Defendant, SIERRA CONSTRUCTION CORP. herein after referred to as "SIERRA" is and at all times herein relevant were, licensed and conducting business in the State of Nevada.

11. That the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants herein designated as DOE I through X, are unknown to Plaintiffs at this time who therefore sue said Defendants by pseudonyms. Plaintiffs allege that each named Defendant herein designated as DOE is negligently, willfully, contractually, or otherwise legally responsible for the events and happenings herein referred to and proximately caused injury and damages thereto Plaintiffs as herein alleged. Plaintiffs will seek leave of Court to amend this

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TOY-RQ-05E-00000245

Complaint to insert the true names and capacities of such Defendants when same has been ascertained and will further seek leave to join said Defendants in these proceedings.

12. That the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants herein designated as ROE Contractors/Corporations I through X, are unknown to Plaintiffs at this time who therefore sue said Defendants by pseudonyms. Plaintiffs allege that each named Defendant herein designated as ROE Contractors/Corporations I through X are negligently, willfully, contractually, or otherwise legally responsible for the events and happenings herein referred to and proximately caused injury and damages thereto Plaintiffs as herein alleged. Plaintiffs will seek leave of Court to amend this Complaint to insert the true names and capacities of such Defendants when same has been ascertained and will further seek leave to join said Defendants in these proceedings.

FIRST CAUSE OF ACTION

(NEGLIGENCE AS TO GOLDEN NUGGET AND SIERRA CONSTRUCTION)

13. That on or about January 22, 2004, Decedents GEORGE YAGO JR. was the operator and MAUREEN YAGO the passenger of a Toyota Camry hardtop 4-door sedan, vehicle identification number JTDBF30K720091823.

14. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOES and ROE Contractors I through X, were the owners, managers, developers, builders, maintainers, inspectors, supervisors and controllers of the premises and subject parking structure.

15. That on or about October 25, 2004, Decedents EDWARD MARCINKOWSKI was the operator and Plaintiff VIOLET KRYWINSKI the passenger of a 2005 Chevy Malibu 4-door sedan, vehicle identification number 1G1ND52F45M121907.

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16. That on or about the January 22, 2004, Decedent GEORGE YAGO JR. attempted to park his vehicle at the GOLDEN NUGGET parking structure, located at 129 East Fremont, Las Vegas, Nevada 89101. As a result of the unlawful conduct of the Defendants, the Yago vehicle exited the side of the parking structure and fell several floors causing injuries and death to the Yago decedents.

17. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOE and ROE Contractors, were the owners, managers, developers, builders, maintainers, inspectors, supervisors and controllers of the premises and subject parking structure.

18. That on or about the January 22, 2004, Decedent MARCINKOWSKI attempted to park his vehicle at the GOLDEN NUGGET parking structure. Defendant, GOLDEN NUGGET, located at 129 East Fremont, Las Vegas, Nevada 89101.

19. As a result of the unlawful conduct of the Defendants the Marcinkowski vehicle exited the side of the parking structure and fell several floors causing injuries and death to the Marcinkowski decedent and Plaintiff, Krywinski.

20. Defendants GOLDEN NUGGET and SIERRA CONSTRUCTION, DOE and ROE Contractors breached their duty of due care by their negligent, careless, wanton, willful and indifferent failure to act including, but not limited to:

a. The negligent and improper design, testing, manufacture, assembly and inspection of the subject parking structure and cement restraining walls;

b. The failure to provide adequate, accurate and effective warnings, instructions and deterrents to vehicle operators and/or visitors of the said parking structure regarding proper speed limits in accordance with the restraining

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capabilities of subject parking structure walls.

21. As a direct and proximate result of the negligence and breaches by aforementioned Defendants, Decedents, YAGO and MARCINKOWSKI, sustained catastrophic injuries which eventually caused his death, and hereby entitles Plaintiff's estate to an amount to be determined at trial, and special damages for medical expenses in amount to be determined at trial and Plaintiff, VIOLET KRYWINSKI sustained catastrophic injuries and incurred expenses for medical care and treatment, all sustained damages in excess of Ten Thousand Dollars ($10,000.00).

SECOND CAUSE OF ACTION

(PREMISES LIABILITY AS TO GOLDEN NUGGET)

22. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 21 of the Plaintiffs' Complaint, and further alleges as follows:

23. That all the facts and circumstances that give rise to the subject lawsuit occurred at the GOLDEN NUGGET, 129 East Fremont Street Las Vegas, Nevada 89101.

24. At all times mentioned herein; the Defendants, GOLDEN NUGGET and DOES and ROE Contractors/Corporations I through X, were the designers, contractors, maintainers, owners, managers, inspectors, supervisors and controllers of the premises and subject parking structure at the GOLDEN NUGGET.

25. At all times mentioned herein, said Defendants, failed to take certain safety precautions to reduce the speed of patrons operating vehicles within the multi-level GOLDEN NUGGET parking structure, including but not limited to;

a. Failure to install speed reducing road bumps;

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TOY-RQ-05E-00000248

b. Failure to post speed limit signs that reflect reasonably safe driving speeds.

26. At all times mentioned, said Defendants, had the duty to make known any hazards or dangers that could potentially cause harm, serious injury or death to anyone on or around the premises of subject parking structure.

27. As a direct and proximate result, the YAGO and MARCINKOWSKI/ KRYWINSKI vehicles fell from the GOLDEN NUGGET parking structure causing catastrophic injury and/or death, entitling Plaintiffs to general damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

THIRD CAUSE OF ACTION

(STRICT PRODUCT LIABILITY AS TO GOLDEN NUGGET and SIERRA CONTRUCTION)

28. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 27 of the First and Second Causes of Action, and further allege as follows.

29. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOES and ROE Contractors/Corporations I through X, failed to warn of the danger posed as a result of the design, manufacture, construction, maintenance and inspection of subject parking structure and cement restraining walls.

30. Defendants, aforementioned, are strictly liable for the design, construction, manufacture, maintenance and inspection of the subject parking structure and cement restraining walls.

31. On or about the date of January 22, 2004, the vehicle of Decedents GEORGE YAGO, JR. and MAUREEN YAGO struck a cement restraining wall causing the wall to break away, and fall from the parking structure to the ground. Further allowing Decedents' vehicle to

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fall from the parking structure and land on its roof, resulting in catastrophic injuries which caused their death.

32. Moreover, on or about the date of October 25, 2004, the vehicle of, Decedent EDWARD MARCINKOWSKI and Plaintiff VIOLET KRYWINSKI struck a cement restraining wall causing the wall to break away, falling from the parking structure to the ground. Further allowing Plaintiffs' vehicle to fall from the parking structure, resulting in catastrophic injuries and/or death.

33. As a direct and proximate result of the defects in the design, manufacture, construction maintenance and inspection by aforementioned Defendants, regarding the GOLDEN NUGGET parking structure, the structure was unreasonably dangerous when used as intended which defects caused the injuries and deaths described herein, entitling Plaintiffs to an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

FOURTH CAUSE OF ACTION

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

34. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 33 of Plaintiffs' Complaint, and further allege as follows.

35. Defendants, GOLDEN NUGGET and SIERRA CONSTRUCTION, DOES and ROE Contractors I through X, has negligently inflicted emotional distress to the Plaintiff, VIOLET KRYWINSKI.

36. Such negligent infliction of emotional distress entitles the Plaintiff, VIOLET KRYWINSKI, to recover separate and distinct damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

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TOY-RQ-05E-00000250

FIFTH CAUSE OF ACTION

(NEGLIGENCE AS TO TOYOTA)

37. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 36 of Plaintiff's Complaint, and further allege as follows.

38. That on or about January 22, 2004, Decedents GEORGE YAGO JR. was the operator and MAUREEN YAGO the passenger of a Toyota Camry hardtop 4-door sedan, vehicle identification number JTDBF30K720091823. The Toyota Camry was being driven in the parking structure at the Golden Nugget, 129 East Fremont Street Las Vegas, Nevada 89101.

39. At the same time and place, the subject TOYOTA vehicle unintentionally accelerated and collided with the cement restraining wall causing it to break away and fall to the ground. Furthermore, allowing the subject vehicle to fall four (4) stories to the ground, landing on its roof.

40. Defendants, TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION and FINDLAY TOYOTA, DOES and ROE Corporations I through X, designed, tested, manufactured, assembled, marketed, and placed in the stream of commerce, the subject Toyota Camry. Defendant FINDLAY TOYOTA was the vendor of the subject Toyota Camry.

41. Defendants, aforementioned, owed a duty of due care to the Plaintiffs, and other similarly situated, in the design, testing, manufacture, assembly, marketing and sale of the Toyota Camry 4-door sedan line of vehicles.

42. Defendants, aforementioned, breached its duty of due care by its negligent, careless, wanton, willful and indifferent failure to act including, but not limited to the negligent and improper design, testing, manufacture, assembly and inspection of the acceleration system of

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the subject 2002 Toyota Camry.

43. Upon information and belief, at the time of the previously mentioned incident, the Toyota Camry, and more particularly the acceleration system, was in the same condition as it was when it left the control of the Defendants, aforementioned, and was being operated accordingly without any substantial change or alteration to its condition.

44. As a direct and proximate result of the negligence and breach of due care by the aforementioned Defendants, and the failure of the acceleration system, Decedents, GEORGE YAGO and MAUREEN YAGO, suffered catastrophic injuries that caused their death. As a result of the incident, Plaintiff GEORGE YAGO III is entitled to damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

SIXTH CAUSE OF ACTION

(STRICT PRODUCTS LIABILITY AS TO TOYOTA)

45. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 44 of Plaintiffs' Complaint, and further allege as follows.

46. Defendants, TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION and FINDLAY TOYOTA, DOES and ROE Corporations I through X, designed, manufactured, distributed, and sold the subject Toyota Camry. The said vehicle of decedents was not in a condition to be operated and further TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION and FINDLAY TOYOTA, DOES and ROE Corporations I through X, and each of them, failed to warn of the defective condition of the subject vehicle.

47. On or about the January 22, 2004, the subject vehicle was being operated in the manner in which it was intended, when it failed to perform as intended it caused decedents,

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GEORGE YAGO JR. and MAUREEN YAGO, to collide with a cement restraining wall and fall four (4) stories from the Golden Nugget parking structure, landing on its roof.

48. As a direct and proximate result of the defects in the subject vehicle, which rendered it unreasonably dangerous, Decedents GEORGE YAGO, JR. and MAUREEN YAGO suffered catastrophic injuries which caused their death. As a result GEORGE YAGO, III is entitled to damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

49. Defendants, aforementioned, are strictly liable for the unreasonably dangerous and defective condition of the subject vehicle.

50. Defendants, aforementioned, breached its express and implied warranties with respect to the subject vehicle.

51. Defendants, aforementioned, knew that the subject vehicle constituted a threat and danger to human life, but nevertheless with a conscious disregard for the safety of the occupants and with fraud, oppression and/or malice, willfully, wantonly, and maliciously, concealed information and failed to correct the defects, all with the intention to deceive the consumer, including Decedents, GEORGE YAGO, JR. and MAUREEN YAGO.

52. Defendants, aforementioned, should be punished for its conduct by an award of punitive or exemplary damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

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TOY-RQ-05E-00000253

SEVENTH CAUSE OF ACTION

(NEGLIGENT FAILURE TO INSPECT AND WARN AS TO TOYOTA)

53. That Plaintiffs repeat and reallege each and every allegation set forth in Paragraphs 1 through 52 of Plaintiffs' Complaint, and further allege as follows.

54. Defendants, TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR CORPORATION and FINDLAY TOYOTA, DOES and ROE Corporations I through X, have inspected the subject model/vehicle Toyota Camry before January 22, 2004, and knew or should have known that the acceleration system was defective in design and/or manufacture and failed to warn the Decedents, GEORGE YAGO, JR. and MAUREEN YAGO of the dangerous condition, as to their detriment and damages as heretofore alleged.

55. The failure to inspect and warn was a proximate cause of the injuries and damages heretofore alleged and was, further, a willful and conscious disregard of known safety procedures, thereby entitling Plaintiff, GEORGE YAGO III, an award of general and punitive damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

WHEREFORE, Plaintiffs pray for judgment of this court as follows:

1. General damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

2. Special damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

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3. Punitive damages in an amount in excess of TEN THOUSAND DOLLARS ($10,000.00).

4. For cost of suit incurred herein; and

5. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 15 day of November, 2005

MAINOR EGLET COTTLE, LLP

By _____
ROBERT W. COTTLE, ESQ.
Nevada Bar No. 004576
DAVID A. FRANCIS, ESQ.
Nevada Bar No. 007705
City Centre Place
400 South Fourth Street, Ste. 600
Las Vegas, Nevada 89101
Attorneys for Plaintiffs

MAINOR EGLET COTTLE
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TOY-RQ-05E-00000255

YAGO, GEORGE PLEADINGS

1 of 2

TOY-RQ-05E-00000256

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NO. GN504096

Thomas & Mary Lou Pevehouse	}	IN THE _____ COURT
v.	}	TRAVIS COUNTY, TEXAS
Lexus of Austin and Toyota Motor Motor Sales, USA, Inc.	}	200 JUDICIAL DISTRICT

05 NOV 15

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE COURT:

1. Thomas and Mary Lou Pevehouse, plaintiffs, complain of Lexus of Austin and Toyota Motor Sales, USA, Inc. defendants, and for cause of action show:

A. Discovery Control Plan

2. Plaintiff intends that discovery be conducted under Level 2 of the Texas Rule of Civil Procedure 190.3, because this suit involves only monetary relief aggregating more than $50,000.

B. Parties

3. The plaintiffs are Thomas and Mary Lou Pevehouse, a married couple who reside in Williamson County and possess both the standing and capacity to file suit in this court. Defendant Lexus of Austin is an assumed name for a limited partnership called John Roberts Austin I, L.P, and does business in Travis County. Their registered agent for service of process is John H. Roberts, at 9910 Stonelake Blvd, Austin, TX, 78759. Defendant Toyota Motor Sales, USA is a foreign business corporation from California, whose registered agent for service of process is Prentice Corporation System, at 701 Brazos Street, Austin TX, 78701.

C. Facts

4. On November 9th, 2004, plaintiff, a consumer within the meaning of a consumer referenced in the Texas Deceptive Trade Practices Act, purchased a brand-new 2005 Lexus RX 330, VIN #JTJGA31U850045187 (hereinafter "RX 330"), from Lexus of Austin, defendant (hereinafter "Lexus"), which was manufactured by Toyota Motor

TOY-RQ-05E-00000258

Sales, USA (hereinafter "Toyota"), defendant, for a retail price of $40,217.88. Defendants represented to plaintiffs that the RX 330 was a reliable, safe vehicle that was fit for the ordinary purpose of its intended use. However, in a period of less than three (3) months, beginning on March 17th, 2005, the RX 330 had to be taken in three times for the same problem with a prolonged and dangerous delay in acceleration. Defendants first stated that new software had been ordered to remedy the problem, but then changed their stance and began to claim that nothing else could be done to repair the RX 330. It now seems apparent that the problem is not fixable.

5. From the time plaintiffs first took home the RX 330, they noticed a drastic and dangerous delay in the vehicle's acceleration. Specifically, when the accelerator is pressed down, plaintiffs' vehicle first responds with a slight decrease in speed, then with an uncontrollable and violent jerk forward, and then finally begins to accelerate. The dangerous kick that is experienced each time plaintiffs attempt to accelerate has nearly caused numerous car accidents, as the vehicle has proven extremely difficult to operate and is a hazard because of this acceleration issue.

6. Plaintiffs immediately contacted Joe Oswald (hereinafter "Mr. Oswald"), one Lexus of Austin's service representatives, and informed him of the acceleration problem. Mr. Oswald assured plaintiffs that Lexus was aware of the problem and new software had been ordered to address the issue. Mr. Oswald told plaintiffs that he would contact them as soon as the software package arrived, which he estimated would take a couple of months. Plaintiffs waited over two months and never heard back from any of defendants' representatives. When plaintiffs called again to inquire about the software package, Mr. Oswald referred them to Randy P. Hoff (hereinafter "Mr. Hoff"), a Certified Senior Diagnostic Specialists with Lexus of Austin.

7. On March 17th, 2005, plaintiffs had brought the RX 330 to Lexus of Austin for scheduled maintenance. During that visit, Mr. Oswald made an appointment for plaintiffs to bring the car back on March 31st, 2005 because that was when Mr. Hoff would be present. As instructed, plaintiffs brought the RX 330 back on March 31st, 2005, and it was worked on by Mr. Hoff. Mr. Hoff informed plaintiffs that he had erased everything from the vehicle's computer because he did not like what he had seen. Mr. Hoff advised my clients to drive the car hard and begin using high-octane gasoline. Plaintiffs followed the advice of Mr. Hoff, but after going through three full tanks of the highest-octane gasoline with no improvements plaintiffs again contacted Lexus if Austin, expressing their desire to have their car fixed. On May 20, 2005, defendants' agents recalibrated the engine and transmission ECU. Again, the acceleration problem was not remedied, and on June 6th, 2005 plaintiffs left a message on Mr. Oswald's answering machine informing him that the problem had not gone away. On June 7th, 2005, Mr. Oswald contacted plaintiffs and informed them that nothing else could be done to repair the RX 330, and to contact Lexus so that a file could be made on the RX 330.

8. At present, the dangerous acceleration problem is still not corrected. Plaintiffs have spent a great deal of time driving the RX 330 back and forth to the dealership for

repairs, resulting in lost time from work and the loss of the use of his vehicle. As the acceleration problem seems to be unfixable, the RX 330 will continue to require frequent, major maintenance that will cause further losses to plaintiffs. Ultimately, after defendants' ongoing and repeated failures to conform the RX 330, plaintiffs rejected the vehicle for non-conformity and non-merchantability, noticed defendants of their damages and various claims under negligence, breach of contract, breach of warranty, and DTPA theories of liability, including 60 day notice, under the Texas Deceptive Trade Practices Act – attached as Exhibit A and incorporated herein by reference as if set forth herein in its entirety – and demanded a full buy-back from defendants, which defendants refused, resulting in the present suit.

D. Causes of Action

9. At the time of the transaction described above, Toyota Motor Sales and Lexus of Austin, their authorized dealer, represented that the RX 330 was new, that it was of the best quality and reliability, and that it would be a dependable vehicle that plaintiffs could count on. The representations by the defendants were false, misleading, and deceptive in that, as recounted in the preceding paragraphs, the RX 330 has proven to be of inferior quality, extremely unreliable, and not dependable at all. The foregoing representations violate Section 17.46(b) of the Deceptive Trade Practices – Consumer Protection Act in that they constitute representations that (1) goods have characteristics, uses, or benefits that they do not have; (2) goods are of a particular standard, quality, or grade when they are another. The foregoing facts also give rise to causes of action under contract, negligence, and fraud theories of liability, in addition to breach of express or implied warranties and unconscionability under the DTPA, §17.50(a)(2) & (3) of the Tex. Bus. & Com. Code.

10. At the time of the plaintiffs' purchase of the RX 330 in question defendants produced vehicles and held themselves out to the public as having knowledge or skill particular to that business or trade. Accordingly, defendants implied and expressly warranted that the RX 330 would be merchantable, that it was reasonably fit for the ordinary purpose for which it was to be used, and could pass without objection in the trade under its contract description. However, the warranty was breached in that the RX 330 was not as warranted but was defective in that it was not fit for the ordinary purpose for which it was to be used, was not merchantable, and would not pass without objection in the trade under its contract description due to the ongoing and unremedied dangerous problems with the acceleration, resulting in plaintiffs' economic injuries.

11. Defendants owed duties to plaintiffs to produce for delivery under contract for sale a serviceable and merchantable new RX 330 free of defects and conforming to industry standards and to exercise reasonable care in a good and workmanlike manner in performing their contractual duties of servicing the vehicle under express and implied warranties and seeking to bring the non-conforming RX 330 into conformity, under

applicable theories of negligence and contractual law, and a duty to deal fairly and meet implied warranties for serviceability, merchantability, and good and workmanlike performance under the Texas Deceptive Trade Practices Act.

12. Defendants breached their duties owed to plaintiffs to produce for delivery under contract for sale a serviceable and merchantable new TL free of defects and conforming to industry standards and to exercise reasonable care in a good and workmanlike manner in performing their contractual duties of servicing the vehicle under express and implied warranties and seeking to bring the non-conforming RX 330 into conformity. This was an unconscionable action, and a producing cause of economic injuries and damages and mental anguish for the plaintiff.

13. In the sale of the RX 330 and subsequent servicing, warranty dealings, and negotiations with plaintiffs, defendants engaged in an unconscionable action or course of action by refusing to adequately buy back, exchange, or properly repair the defective and dangerous RX 330 which made so many fruitless and unsuccessful trips to the shop for servicing. By such conduct, defendants took advantage of the lack of knowledge, ability, experience or capacity of the plaintiffs, to the plaintiffs' detriment, to a grossly unfair degree.

14. The conduct of the defendants as described in this petition was committed knowingly and intentionally. Defendants were actually aware, at the time of the conduct, of the falsity, deception, and unfairness of the conduct about which plaintiffs complain. Defendants were also aware of the act, practice, condition, defect, or failure constituting the breach of warranty described above. As a direct result of defendants' knowing misconduct, plaintiffs suffered mental anguish and personal injuries. In particular, plaintiffs suffered intense feelings of humiliation and belittlement, an abnormal sense of inferiority and accompanying panic attacks, and loss of sleep and appetite, all of which commenced on the date that plaintiffs learned of defendants' knowing misconduct and all of which have continued through this date. Accordingly, defendants are liable to plaintiffs for mental anguish damages suffered by plaintiffs and additional damages of up to three times the amount of economic damages as permitted by the Deceptive Trade Practices – Consumer Protection Act.

15. As the direct and proximate result of defendants' conduct in either deliberately or negligently failing to produce for delivery upon contract for sale a conforming RX 330, or bring the non-conforming RX 330 into conformity within a reasonable amount of time, all in breach of the contractual duties owed by defendant to plaintiffs, which foreseeably and proximately caused plaintiffs to ill-advisedly and unwittingly purchase the non-conforming RX 330 that, but for defendants' actions and misrepresentations, plaintiffs would not have purchased, resulting in and causing economic losses, general damages, and mental anguish to plaintiffs, as set forth below.

E. Damages & Exemplary Damages

16. Plaintiffs seek actual and special or consequential unliquidated damages that are within the jurisdictional limits of the court, including specifically the contractual remedy for breach of contract of rescission. Rescission in this case would involve the full refund of all monies paid by plaintiffs, including down payment, monthly payments plus interest, and insurance payments. Because defendants acted either knowingly or with malicious negligence, plaintiffs seek three times the amount of damages under the DTPA provisions, Bus. & Com. C. § 17.50(b)(1), and/or exemplary damages for harm caused by defendant's malice under Texas Civil Practice & Remedies Code Section 41.003(a)(2).

F. Attorney Fees

17. Plaintiffs also seeks to recover attorney's fees, and is entitled to recover such fees under Texas Civil Practice & Remedies Code Chapter 38 because this is a suit for a claim listed in Section 38.001(8) for an oral or written contract. Plaintiffs retained counsel, who presented plaintiffs' claim to defendants, and defendants did not tender the amount owed within 30 days of the date the claim was presented. In the alternative, Plaintiffs are also entitled to recover attorney's fees under the DTPA, another claim within this suit, and defendants did not tender the amount owed within 60 days of the date the claim was presented.

G. Conditions Precedent

18. All conditions precedent have been performed or have occurred.

H. Demand for Jury

19. Plaintiff demands a jury trial and tenders the appropriate fee with this petition.

I. Request for Disclosure

20. Under the authority of Texas Rule of Civil Procedure 194, plaintiffs request that the defendants disclose, within 50 days of the service of this petition and request, the information or material described in Rule 194.2 (a)-(k).

J. Prayer for Relief

21. For the reason's stated, plaintiffs request that defendants be cited to appear and answer, and that on final trial, plaintiffs have the following:

1. Actual damages.

2. Special damages.
3. Prejudgment interest as provided by law.
4. Attorney's fees.
5. Awards of exemplary damages against each defendant in a sum determined by the trier of fact.
6. Mental anguish awards in a sum determined by the trier of fact.
7. Triple damages and mental anguish awards under the DTPA.
8. Postjudgment interest as provided by law.
9. Costs of suit.
10. A demand for judgment for all the relief sought.
11. All such other and further relief, in law and in equity, to which plaintiffs may be justly entitled.

Respectfully submitted,

By: _____
Brian Cooper Guequierre: Texas Bar# 24029375

The Law Offices of Brian Cooper Guequierre, PLLC
PO Box 4944
Austin, TX 78765-4944
Ph#(512)454-7900
Fax#(512)454-7905
Attorney for Plaintiff

TOY-RQ-05E-00000263

EXHIBIT
A

THE LAW OFFICES OF
BRIAN COOPER GUEQUIERRE, PLLC

ATTN: Legal Dept / A107
Toyota Motor Sales
19001 Southwestern Ave.
Torrance, CA 90509

June 15th, 2005

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED: 7004 0750 0003 3295 8775

DEMAND LETTER: RE: Mr. Thomas Pevehouse and Mrs. Mary Lou Pevehouse, 2005 Lexus RX 330.
VIN # JTJGA31U850045187

To Whom It May Concern:

You, Toyota Motor Sales, are hereby advised that Mr. Thomas Pevehouse and Mrs. Mary Lou Pevehouse have retained my services, and are now represented by counsel; henceforth, all communications concerning this matter and this vehicle should flow through this office and myself exclusively.

You are hereby advised that the 2005 Lexus RX 330, VIN #JTJGA31U850045187 (hereinafter "RX 330"), which you manufactured and which your authorized dealership sold to my clients and has been servicing does not conform with express and implied warranties and is at this point being rejected for nonconformity and non-merchantability. In a period of less than three (3) months, beginning on March 17th, 2005, this vehicle has been examined three times by your authorized dealership to try and diagnose the source of a prolonged and dangerous delay in vehicle acceleration. While at first your authorized dealership stated that they were aware of the issue and new software had been ordered to remedy the problem, they have now changed their stance and are claiming that there is nothing else they can do to repair my clients' vehicle.

My clients first purchased the RX 330 on November 9th, 2004, after consulting various advertising materials and taking a look at the different Lexus's sold by your authorized dealership. They were assured both by your advertising materials and your authorized dealership that the vehicle was of the best quality, and would be a reliable vehicle that they could count on. When my clients were shopping for a new vehicle and inquired about an RX 330, your authorized dealership had them test drive a different vehicle from the one eventually sold to them. Your authorized dealership informed my clients that the RX 330 that was sold to them was brought from another location.

PO BOX 4944 • AUSTIN, TX 78765-4944
TEL:(512) 454-7900 FAX: (512) 454-7905
-briangueguierre@justice.com

From the moment my clients purchased the RX 330 from you, they noticed a drastic and dangerous delay in the vehicle's acceleration. More specifically, when the accelerator is pressed down, my clients' vehicle first responds with a slight decrease in speed, then with an uncontrollable and violent jerk forward, and finally begins to accelerate. This hazardous defect has left my clients in harm's way on more than one occasion, particularly when entering freeways and attempting to drive in traffic delays. The dangerous kick that is experienced each time my clients attempt to accelerate has nearly caused numerous car accidents, as the vehicle has proven extremely difficult to operate and is a hazard because of this acceleration issue, resulting in ongoing mental anxiety and distress.

My clients immediately contacted Joe Oswald (hereinafter "Mr. Oswald"), a service representative for your authorized dealership, and informed him of the acceleration problem. Mr. Oswald assured my clients that Lexus was aware of the problem and new software had been ordered to address the issue. Mr. Oswald told my clients that he would contact them as soon as the software package arrived, which he estimated would take a couple of months. My clients waited over two months and never heard from Mr. Oswald or your authorized dealership. When my clients called again to inquire about the software package, Mr. Oswald referred them to Randy P. Hoff (hereinafter "Mr. Hoff"), a Certified Senior Diagnostic Specialist.

On March 17th, 2005, my clients had taken the RX 330 to your authorized dealership for scheduled maintenance. During that visit, Mr. Oswald made an appointment for my clients to bring the car back on March 31st, 2005 because that was when Mr. Hoff would be present. As instructed, my clients brought the RX 330 back on March 31st, 2005, and it was worked on by Mr. Hoff. Mr. Hoff informed my clients that he had erased everything from the vehicle's computer because he did not like what he had seen. Mr. Hoff advised my clients to drive the car hard and begin using high-octane gasoline. My clients followed the advice of Mr. Hoff, but after going through three full tanks of the highest-octane gasoline with no improvements my clients again contacted your authorized dealership, expressing their desire to have their car fixed. On May 20, 2005, your authorized dealership recalibrated the engine and transmission ECU. Again, the acceleration problem was not remedied, and on June 6th, 2005 my clients left a message on Mr. Oswald's answering machine informing him that the problem had not gone away. On June 7th, 2005, Mr. Oswald contacted my clients and informed them that nothing else could be done to repair the RX 330, and to contact Lexus so that a file could be made on my client's car.

The practices perpetrated by your authorized dealership and yourself have resulted in much inconvenience and stress to my clients. The RX 330 remains non-conforming and non-merchantable, and you and your agents have not offered to buy back the nonconforming vehicle and compensate my clients for their losses. These deceptive, reckless and grossly negligent acts on your part give rise to potential causes of action under the Deceptive Trade Practices Act and common-law causes of action for breach of contract, breach of warranties both express and implied, and for negligence and potential gross negligence- claims which

could result in awards for not only my clients' actual losses and expenses here, but also three times that amount, exemplary damages, and potential awards for their emotional distress and mental anguish, court costs, and attorney's fees.

However, my clients are very good-natured and peaceful individuals, and as an act of good faith they are willing to accept, at this juncture only, a straight contract theory restitutionary measure for their damages and attorney's fees to date, as follows:

You are hereby advised and on notice that my clients hereby reject the RX 330 for non-conformity and demand that they be compensated for all monies they have paid toward the RX 330 at this time, which total $41,217.88, plus interest since November 9th, 2004– immediately, in addition to their $1,500 dollars in reasonable and necessary attorney's fees to date. Failure to tender said payment within sixty (60) days will result in the revocation of this settlement offer and in us bringing all available legal remedies under the Texas Deceptive Trade Practices Act, including, but not limited to, causes of action for breach of contract, breach of warranty, the implied warranty of merchantability, negligence and a Texas Deceptive Trade Practices Act claim, which will also include the demand for damage awards for my clients' lost time from work, and all other special and consequential damages flowing from this suit.

Thank you for your time and consideration regarding these matters.

Yours Truly,

Brian Cooper Guequierre, Esq.

PEVEHOUSE, THOMAS

PLEADING

FILE START

61118-S

The Law Offices Of
STEPHEN E. GERTLER
1350 CAMPUS PARKWAY
P. O. BOX 1447
WALL, NJ 07719
(732) 919-1110
ATTORNEYS FOR PLAINTIFF

LEGAL SERVICES
MAY - 9 2006
GROUP RECEIVED

Plaintiff NEW JERSEY SKYLANDS INSURANCE COMPANIES a/s/o JEROME STICH and EILEEN STICH vs. Defendant TOYOTA MOTOR SALES, USA INC., WARNOCK AUTOMOTIVE GROUP, TOYOTA MOTOR CORPORATION, ABC INSURANCE CO. (1-10), XYZ CORP. (1-10), and JOHN DOE (1-10)	:SUPERIOR COURT OF NEW JERSEY :LAW DIVISION: ESSEX COUNTY :DOCKET NUMBER ESX-L-001682-06 : CIVIL ACTION :**AMENDED COMPLAINT**

MAR - 8 2006

Plaintiffs, by way of complaint, say:

FIRST COUNT

1. Upon information and belief, Defendant, Toyota Motor Sales, U.S.A. Inc., and/or TOYOTA MOTOR CORPORATION is a corporation organized and existing under the laws of the State of California, and licensed to do business in the State of New Jersey, with an office located at 205 Jefferson Road, Parsippany, New Jersey 07054.

2. Upon information and belief, Defendant Warnock Automotive Group, Inc. is a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business located in Livingston, New Jersey.

3. At all times mentioned herein, Defendant Toyota Motor Sales, U.S.A. and/or TOYOTA MOTOR CORPORATION is engaged in the manufacture,

assembly, design and distribution of motor vehicles to the general public

4. At all times mentioned herein, Defendant Toyota Motor Sales, U.S.A. and/or TOYOTA MOTOR CORPORATION designed, manufactured, assembled and distributed the 2003 Lexus ES 300 with Vehicle Identification Number JTHBF30G830116653, which is the subject of this action.

5. At all times mentioned in this Complaint, Warnock Automotive Group, Inc. owned and operated an automobile and sales lot located in Livingston, New Jersey. Warnock was engaged in the business of selling new and used automobiles to the general public at its dealership and was an authorized franchise dealer of Lexus automobiles. Warnock sold the vehicle that is the subject of this matter to the Plaintiff's insured, Jerome Stich.

6. On or about July 10, 2004, the motor vehicle owned by plaintiff's insured was lawfully proceeding west on Claridge Drive towards Route 23 in Verona, New Jersey, when suddenly and without warning the vehicle began to accelerate, due to a malfunction caused by the Defendants, causing Plaintiff's insured's vehicle to lose control of the vehicle, which in turn caused him to run a red light, striking a curb and a grass embankment, causing the car to become airborne, striking a parked vehicle and eventually coming to rest on top of the parked vehicle against a utility pole.

7. As a result thereof, plaintiff's motor vehicle was severely damaged, required extensive repairs, was depreciated in value and the plaintiff lost the use of said vehicle.

4. As a result of defendant's negligence, Jerome Stich made a claim for property damage caused to said vehicle, repair of said vehicle, depreciation in

value of the vehicle, and loss of use of said vehicle, thereby subrogating plaintiff to the interest of New Jersey Skylands Insurance Companies for the monies paid for losses incurred

WHEREFORE, judgment is demanded against defendant for damages together with costs of suit.

SECOND COUNT

1. The plaintiff repeats each and every allegation of the First Count above and incorporates the same by reference as though more specifically set forth at length herein.

2. As a result of the negligence of the defendant, Jerome Stich was thrown about violently inside motor vehicle and sustained severe painful bodily injuries.

4. In an effort to cure Jerome Stich of his injuries, medical expenses were incurred.

5. Pursuant to the Personal Injury Protection provision of its policy of insurance with New Jersey Skylands Insurance Companies, New Jersey Skylands Insurance Companies was obligated to pay Jerome Stich the medical expenses he incurred, thereby becoming subrogated to the rights of New Jersey Skylands Insurance Companies, as against the Defendants.

WHEREFORE, the plaintiff demands judgment against the defendant for damages together with costs of suit.

THIRD COUNT

1. The plaintiff repeats each and every allegation of the First Count and Second Count above and incorporates the same by reference as though more

specifically set forth at length herein.

2. As a result of the negligence of the defendant, Eileen Stich was thrown about violently inside motor vehicle and sustained severe painful bodily injuries.

4. In an effort to cure Eileen Stich of her injuries, medical expenses were incurred.

5. Pursuant to the Personal Injury Protection provision of its policy of insurance with New Jersey Skylands Insurance Companies, New Jersey Skylands Insurance Companies was obligated to pay Eileen Stich the medical expenses she incurred, thereby becoming subrogated to the rights of New Jersey Skylands Insurance Companies, as against the Defendants.

WHEREFORE, the plaintiff demands judgment against the defendant for damages together with costs of suit.

FOURTH COUNT

1. The plaintiff repeats each and every allegation of the First Count, Second Count and Third Count above and incorporates the same by reference as though more specifically set forth at length herein.

2. As a result of the motor vehicle accident, JOHN DOES 1-10 were injured and New Jersey Skylands Insurance Companies was caused to pay Personal Injury Protection Benefits under the insurance policy in effect on the date of loss.

3. Pursuant to N.J.S.A. 39:6A-9.1, defendant is liable to plaintiff for reimbursement of personal injury protection benefits paid for plaintiff's treatment as a result of defendant's negligence.

WHEREFORE, Judgment is demanded for the plaintiff and against

defendant(s), together with costs of suit.

FIFTH COUNT

1. Plaintiff incorporates by reference all of the allegations contained in the First, Second, Third and Fourth Counts as if set forth at length herein.

2. By way of N.J.S.A. 39:6A-9.1, plaintiff's PIP reimbursement claim is subject to mandatory Arbitration if applicable.

3. Plaintiff by way of this Complaint against defendant demands mandatory Arbitration with defendant's carrier pursuant to said statute.

WHEREFORE, judgment is demanded against defendant(s) together with costs of suit.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Steven I. Greenberg is hereby designated as trial counsel for the plaintiff in the within designated matter.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matter in controversy is the same subject matter as Perry v. Stich, filed in the Essex County Superior Court under Docket Number ESX-L-756-05.

THE LAW OFFICES OF STEPHEN E. GERTLER, P.C.
Attorneys for Plaintiff

BY:_____
STEVEN I. GREENBERG

DATED: March 6, 2006

NEW JERSEY SKYLANDS PLEADINGS

TOY-RQ-05E-00000274

FILE START

PAZIR MOHAMMAD *
6120 FAIRDEL AVENUE, APT 2-G
BALTIMORE, MARYLAND 21206 *

Plaintiff *

v *

TOYOTA MOTOR SALES, U S A , INC *
SERVE ON PRENTICE HALL CORPORATION SYSTEM,
MARYLAND *
11 E CHASE STREET
BALTIMORE, MARYLAND 21202 *

and *

ACTION TOYOTA, INC *
SERVE ON STEPHEN C. HOSEA, RESIDENT AGENT
6411 IVY LANE, SUITE 200 *
GREENBELT, MARYLAND 20770
*

and
*

DARCARS IMPORTS, INC
SERVE ON STEPHEN C HOSEA, RESIDENT AGENT *
6411 IVY LANE, SUITE 200
GREENBELT, MARYLAND 20770 *

and *

DARCARS OF CHERRY HILL ROAD, INC *
SERVE ON· STEPHEN C HOSEA, RESIDENT AGENT
6411 IVY LANE, SUITE 200 *
GREENBELT, MARYLAND 20770
*

and
*

DARCARS MOTORS OF SILVER SPRING, INC.
SERVE ON STEPHEN C HOSEA, RESIDENT AGENT *
6411 IVY LANE, SUITE 200
GREENBELT, MARYLAND 20770 *

and *

DARCARS ENTERPRISES, INC. *
SERVE ON· STEPHEN C HOSEA, RESIDENT AGENT
6411 IVY LANE, SUITE 200 *
GREENBELT, MARYLAND 20770
*

and
*

ASEER MOHAMMAD
6120 FAIRDEL AVENUE, APT. 2-G *
BALTIMORE, MARYLAND 21206
*

Defendants
*

IN THE

CIRCUIT COURT

FOR

MONTGOMERY COUNTY

CASE NO. _____

LEGAL SERVICES
MAR - 7 2006
GROUP RECEIVED

RECEIVED
FEB 10 2005
Clerk of the Circuit Court
Montgomery County, Md.

* * * * * * * * * * * * *

COMPLAINT

Pazir Mohammad, Plaintiff, files this Complaint against the Defendants, Toyota Motor Sales, U.S.A., Inc., Action Toyota, Inc., Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc., Darcars Enterprises, Inc. and Aseer Mohammad, stating as follows:

PARTIES

1 The Plaintiff, Pazir Mohammad, is a resident of Baltimore City, Maryland.

2. The Defendant, Toyota Motor Sales, U.S.A., Inc. (hereinafter "Toyota"), is a California Corporation whose principal office is located at 2055 W. 190th Street, Torrance, California 90504.

3. The Defendant, Action Toyota, Inc. (hereinafter "Action Toyota"), is a Maryland Corporation whose principal place of business is located in Montgomery County at 12210 Cherry Hill Road, Silver Spring, Maryland 20904.

4. The Defendant, Darcars Imports, Inc. (hereinafter "Darcars Imports"), is a Maryland Corporation whose principal place of business is located in Montgomery County at 12210 Cherry Hill Road, Silver Spring, Maryland 20904.

5. The Defendant, Darcars of Cherry Hill Road, Inc. (hereinafter "Darcars of Cherry Hill"), is a Maryland Corporation whose principal place of business is located in Montgomery County at 12210 Cherry Hill Road, Silver Spring, Maryland 20904.

6. The Defendant, Darcars Motors of Silver Spring, Inc. (hereinafter "Darcars of Silver Spring"), is a Maryland Corporation whose principal place of business is located in Montgomery County at 12210 Cherry Hill Road, Silver Spring, Maryland 20904.

7. The Defendant, Darcars Enterprises, Inc. (hereinafter "Darcars Enterprises"), is a Maryland Corporation whose principal place of business is located in Montgomery County at 12210 Cherry Hill Road, Silver Spring, Maryland 20904

8. The Defendant, Aseer Mohammad, is a resident of Baltimore City. He is the brother of the Plaintiff

FACTS

9 On December 4, 2002 the Defendant, Aseer Mohammad. purchased a new 2003 Toyota Tundra, VIN No.: 5TBBT44103S366917 (hereinafter "the motor vehicle") from a business operating under the trade name of Darcars Toyota located at 12210 Cherry Hill Road, Silver Spring, Maryland 20904. The purchase price including tags, title and taxes was $30,913.76.

10. One or more of the corporate Defendants, Action Toyota, Darcars Imports, Darcars of Cherry Hill, Darcars of Silver Spring and/or Darcars Enterprises was using the trade name of Darcars Toyota and was the seller of the motor vehicle to the Defendant, Aseer Mohammad.

11. After the vehicle was purchased, it was driven on various occasions by the Plaintiff and his brother, Aseer Mohammad.

12. On December 27, 2002, the Plaintiff took the motor vehicle to Darcars Toyota's maintenance department located at 12210 Cherry Hill Road, Silver Spring, Maryland 20904 on behalf of Aseer Mohammad to report that the vehicle seemed to be pulling towards the left hand side.

13. The vehicle was inspected by one or more mechanics who were employed by Darcars Toyota and/or the aforesaid corporate Defendants who advised the Plaintiff that there were no mechanical, structural or other defects with the motor vehicle. Based on the aforesaid

statements and reassurances, the Defendant, Aseer Mohammad and the Plaintiff continued to drive the subject motor vehicle.

14. On February 15, 2003 at approximately 3:50 p.m., the Plaintiff was leaving the Dulles Airport and driving eastbound on the Dulles Access Road when the motor vehicle began to accelerate without warning. The motor vehicle then sharply and without warning pulled to the left, crossed the median, collided with the jersey wall barrier and rolled over

15. The Plaintiff was injured as a result of the aforesaid collision and was airlifted to Fairfax Hospital for emergency medical treatment. The Plaintiff's injuries include a left arm amputation; spinal fracture, spinal cord contusions, fractured ribs and fractured pelvis. The Plaintiff's passenger, Khalid Mahmood was killed as a result of the accident.

16. In August, 2005 the Defendant, Toyota, issued a safety recall notice concerning the front suspension lower ball joints for 2002 through 2004 Toyota Tundra and Sequoia vehicles (Safety Recall Notice SSC 50J). This recall notice was received by the Plaintiff shortly after it was issued in August, 2005.

17. The safety recall notice provides that during the manufacturing process, the surface of the ball portion of the front suspension ball joint may have been scratched. In this condition, the front suspension lower ball joint may experience excessive wear and looseness, causing increased steering effort, reduced vehicle self centering, noise in the front suspension and in certain cases, the front suspension lower ball joint may separate causing a loss of vehicle steering control, thus increasing the possibility of a crash.

COUNT ONE
(PRODUCTS LIABILITY)

18. The Plaintiff incorporates Paragraphs 1 through 17 of the Complaint.

19. The Defendant, Toyota, is the manufacturer, wholesaler and/or distributor of the subject motor vehicle.

20. One or more of the following corporate Defendants. Action Toyota, Darcars Imports, Darcars of Cherry Hill, Darcars of Silver Spring and/or Darcars Enterprises were trading as Darcars Toyota and acted as the retail sales representative of the Defendant. Toyota, and/or were the seller of the subject motor vehicle when it was sold to Aseer Mohammad on December 4, 2002.

21. The December 4, 2002 transaction as described above constitutes a sale of a motor vehicle.

22. At the time of sale, the motor vehicle was in a defective condition which was unreasonably dangerous due to manufacture and/or design defects.

23. Said defects were present in the motor vehicle at the time when it left the Defendants' control.

24. The Plaintiff was an ultimate user and/or consumer of the subject motor vehicle. His use of the motor vehicle was known and foreseeable by each of the Defendants.

25. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, the Plaintiff was unable to properly steer the vehicle on February 15, 2003 while traveling eastbound on the Dulles Access Road. This resulted in the Plaintiff losing control of the motor vehicle, causing it to cross the median, collide with the jersey wall barrier and roll over.

26. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, the Plaintiff has been, is now, and will in the future be compelled to present himself to various physicians for medical care and treatment and has, is and will incur expenses for medical care and treatment.

27. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, the Plaintiff lost time from his employment, suffered a loss of income and other economic losses

28. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, the Plaintiff received severe, painful and permanent injuries to his body all of which have caused him and will continue to cause him great pain and mental anguish including, but not limited to, the amputation of his left arm, spinal fracture, spinal cord contusions, fractured ribs and a fractured pelvis.

29. All of the Plaintiff's injuries, wounds and losses were, are and will be solely, directly, and proximately caused by the unreasonably dangerous and defective condition of the subject motor vehicle.

WHEREFORE, the Plaintiff, Pazir Mohammad request judgment against the Defendants, Toyota Motor Sales, U.S.A., Inc., Action Toyota, Inc., Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., jointly and severally, and claims damages in the amount of $5,000,000.00, plus costs.

COUNT TWO
(NEGLIGENCE)

30. The Plaintiff incorporates Paragraphs 1 through 29 of the Complaint.

31. The Defendants, Toyota, Action Toyota, Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., owed the Plaintiff a duty to design, manufacture, test, inspect, produce, sell and distribute a motor vehicle which was safe for use without an unreasonable risk of harm to others.

32. The Defendants, Toyota, Action Toyota, Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc., Darcars Enterprises, Inc., breached that duty of care by failing to design, manufacture, test, inspect, produce, sell and distribute a motor

vehicle that was safe to operate without unreasonable risk of harm to others including, but not limited to, the aforementioned defect to the lower ball joint as set forth in Safety Recall Notice SSC 50J and failing to repair and/or warn the Plaintiff of the defective and unsafe condition after he reported it to the Defendants' agents, servants and/or employees.

33. As a result of the aforesaid defects in the subject motor vehicle and other negligent acts or omissions, the Plaintiff was unable to properly steer the vehicle on February 15, 2003 while he was traveling eastbound on the Dulles Access Road. This resulted in the Plaintiff losing control of the subject motor vehicle, causing it to cross the median, collide with the jersey wall barrier and roll over.

34. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, as well as the Defendants' other negligent acts or omissions, the Plaintiff has been, is now, and will in the future be compelled to present himself to various physicians for medical care and treatment and has, is and will incur expenses for medical care and treatment.

35. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, as well as the Defendants' other negligent acts or omissions, the Plaintiff lost time from his employment, suffered a loss of income and other economic losses

36. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, as well as the Defendants' other negligent acts or omissions, the Plaintiff received severe, painful and permanent injuries to his body all of which have caused him and will continue to cause him great pain and mental anguish including, but not limited to, the amputation of his left arm spinal fracture, spinal cord contusions, fractured ribs and a fractured pelvis.

37. All of the Plaintiff's injuries, wounds and losses were, are and will be solely, directly, and proximately caused by the negligence of the Defendants, jointly and severally, without any negligence on the part of the Plaintiff.

WHEREFORE, the Plaintiff, Pazir Mohammad request judgment against the Defendants.Toyota Motor Sales, U.S A., Inc., Action Toyota, Inc., Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc and Darcars Enterprises, Inc., jointly and severally, in the amount of $5,000,000.00, plus costs.

COUNT THREE
(BREACH OF EXPRESS WARRANTY)

38. The Plaintiff incorporates Paragraphs 1 through 37 of the Complaint.

39 The Defendants, Toyota, Action Toyota, Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., owed the Plaintiff a duty to design, manufacture, test, inspect, produce, sell and distribute a motor vehicle which was safe for use without an unreasonable risk of harm to others.

40. The Defendants, Toyota, Action Toyota, Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., individually or jointly, made various statements of fact and/or promises relating to the quality and workmanship of the subject motor vehicle.

41. The Plaintiff is a natural person who was in the family or household of the purchaser, Aseer Mohammad. In addition, he is an ultimate consumer or user of the motor vehicle and it is reasonable to expect that he would use and/or operate the subject motor vehicle. As such, he is a beneficiary of any expressed or implied warranty made from the seller to the buyer.

42. The Defendants breached their express warranties by selling a motor vehicle that was in an unreasonably dangerous and defective condition including, but not limited to, but not limited to, the aforementioned defect to the lower ball joint as set forth in Safety Recall Notice SSC 50J.

43. As a direct and proximate result of the Defendants' breach of their express warranties, the Plaintiff was unable to properly steer the vehicle on February 15, 2003 while he was traveling eastbound on the Dulles Access Road. This resulted in the Plaintiff losing control of the subject motor vehicle, causing it to cross the median, collide with the jersey wall barrier and roll over.

44. As a direct and proximate result of the Defendants' breach of their express warranties, the Plaintiff has been, is now, and will in the future be compelled to present himself to various physicians for medical care and treatment and has, is and will incur expenses for medical care and treatment.

45. As a direct and proximate result of the Defendants' breach of their express warranties, the Plaintiff lost time from his employment, suffered a loss of income and other economic losses

46. As a direct and proximate result of the Defendants' breach of their express warranties, the Plaintiff received severe, painful and permanent injuries to his body all of which have caused him and will continue to cause him great pain and mental anguish including, but not limited to, the amputation of his left arm spinal fracture, spinal cord contusions, fractured ribs and a fractured pelvis.

47. All of the Plaintiff's injuries, wounds and losses were, are and will be solely, directly, and proximately caused by the breach of the express warranties by the Defendants, jointly and severally.

WHEREFORE, the Plaintiff, Pazir Mohammad request judgment against the Defendants, Toyota Motor Sales, U.S.A., Inc., Action Toyota, Inc., Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., jointly and severally, in the amount of $5,000,000.00, plus costs.

COUNT FOUR
(BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY)

48. The Plaintiff incorporates Paragraphs 1 through 47 of the Complaint.

49. The Defendants, Toyota Motor Sales, U S.A., Inc., Action Toyota, Inc , Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., were a "merchant" of goods as defined by Md. Code Ann., Com Law § 2-314 since they individually, and/or jointly were the manufacturer, distributor, dealer, wholesaler, retailer, seller or other middleman of the subject motor vehicle.

50. The subject motor vehicle was not merchantable because it was not fit for its ordinary purposes and was defective when it left the manufacturer's control and at the time of sale due to one or more unreasonable dangerous and defective conditions.

51. The Defendants Toyota Motor Sales, U.S.A., Inc., Action Toyota, Inc., Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., had actual and/or constructive knowledge of the unreasonably dangerous and defective condition of the subject motor vehicle.

52. As a direct and proximate result of the Defendants' breach of the implied warranty of merchantability, the Plaintiff was unable to properly steer the vehicle on February 15, 2003 while he was traveling eastbound on the Dulles Access Road This resulted in the Plaintiff losing control of the subject motor vehicle, causing it to cross the median, collide with the jersey wall barrier and roll over

53. As a direct and proximate result of the Defendants' breach of the implied warranty of merchantability the Plaintiff has been, is now, and will in the future be compelled to present himself to various physicians for medical care and treatment and has, is and will incur expenses for medical care and treatment.

54 As a direct and proximate result of the Defendants' breach of the implied warranty of merchantability the Plaintiff lost time from his employment, suffered a loss of income and other economic losses

55. As a direct and proximate result of the Defendants' breach of the implied warranty of merchantability the Plaintiff received severe, painful and permanent injuries to his body all of which have caused him and will continue to cause him great pain and mental anguish including, but not limited to, the amputation of his left arm spinal fracture, spinal cord contusions, fractured ribs and a fractured pelvis.

56. All of the Plaintiff's injuries, wounds and losses were, are and will be solely, directly, and proximately caused by the breach of the implied warranty of merchantability by the Defendants, jointly and severally.

WHEREFORE, the Plaintiff, Pazir Mohammad request judgment against the Defendants, Toyota Motor Sales, U.S.A., Inc., Action Toyota, Inc., Darcars Imports, Inc., Darcars of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc., jointly and severally, in the amount of $5,000,000.00, plus costs.

COUNT FIVE
(BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE)

57. The Plaintiff incorporates Paragraphs 1 through 56 of the Complaint

58. At the time of the sale, the Defendants individually and/or jointly knew or had reason to know of the particular purpose for which the buyer was relying on the seller's skill or judgment to select a suitable motor vehicle.

59 The Defendants breached their implied warranty of fitness for a particular purpose by selling Aseer Mohammad, an unsuitable motor vehicle with one or more unreasonably dangerous and defective conditions including, but not limited to, the aforementioned defect to the lower ball joint as set forth in Safety Recall Notice SSC 50J.

60. As a direct and proximate result of the Defendants' breach of the implied warranty of fitness for a particular purpose, the Plaintiff was unable to properly steer the vehicle on February 15, 2003 while he was traveling eastbound on the Dulles Access Road This resulted in the Plaintiff losing control of the subject motor vehicle, causing it to cross the median, collide with the jersey wall barrier and roll over.

61. As a direct and proximate result of the Defendants' breach of the implied warranty of fitness for a particular purpose, the Plaintiff has been, is now, and will in the future be compelled to present himself to various physicians for medical care and treatment and has, is and will incur expenses for medical care and treatment.

62. As a direct and proximate result of the Defendants' breach of the implied warranty of fitness for a particular purpose, the Plaintiff lost time from his employment, suffered a loss of income and other economic losses

63. As a direct and proximate result of the Defendants' breach of the implied warranty of fitness for a particular purpose, the Plaintiff received severe, painful and permanent injuries to his body all of which have caused him and will continue to cause him great pain and mental anguish including, but not limited to, the amputation of his left arm spinal fracture, spinal cord contusions, fractured ribs and a fractured pelvis.

64 All of the Plaintiff's injuries, wounds and losses were, are and will be solely, directly, and proximately caused by their breach of the implied warranty of fitness for a particular purpose by the Defendants, jointly and severally, without any negligence on the part of the Plaintiff.

WHEREFORE, the Plaintiff, Pazir Mohammad request judgment against the Defendants, Toyota Motor Sales, U.S.A., Inc., Action Toyota, Inc., Darcars Imports, Inc., Darcars

of Cherry Hill Road, Inc., Darcars Motors of Silver Spring, Inc. and Darcars Enterprises, Inc , jointly and severally, in the amount of $5,000,000.00, plus costs.

COUNT SIX
(NEGLIGENCE - ASEER MOHAMMAD)

65. The Plaintiff incorporates Paragraphs 1 through 64 of the Complaint.

66. The Defendant, Aseer Mohammad, was the owner of the subject motor vehicle that he lent to the Plaintiff to drive at all times relevant hereto

67. As owner of a motor vehicle and as a bailor, the Defendant, Aseer Mohammad, owed the Plaintiff a duty to provide the Plaintiff with a motor vehicle that was safe for use without an unreasonable risk of harm to the Plaintiff or others. The Defendant, Aseer Mohammad, breached that duty of care by failing to inspect or maintain the subject vehicle and by other negligent acts or omissions providing the Plaintiff with a motor vehicle that was not safe to operate without unreasonable risk of harm including, but not limited to the aforementioned defect to the lower ball joint as set forth in Safety Recall Notice SSC 50J.

68. As a result of the aforesaid defects in the subject motor vehicle and other negligent acts or omissions, the Plaintiff was unable to properly steer the vehicle on February 15, 2003 while he was traveling eastbound on the Dulles Access Road. This resulted in the Plaintiff losing control of the subject motor vehicle, causing it to cross the median, collide with the jersey wall barrier and roll over.

69. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, as well as the Defendants' other negligent acts or omissions, the Plaintiff has been, is now, and will in the future be compelled to present himself to various physicians for medical care and treatment and has, is and will incur expenses for medical care and treatment.

70. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, as well as the Defendants' other negligent acts or omissions, the Plaintiff lost time from his employment, suffered a loss of income and other economic losses

71. As a direct and proximate result of the motor vehicle's unreasonably dangerous and defective condition, as well as the Defendants' other negligent acts or omissions, the Plaintiff received severe, painful and permanent injuries to his body all of which have caused him and will continue to cause him great pain and mental anguish including, but not limited to, the amputation of his left arm spinal fracture, spinal cord contusions, fractured ribs and a fractured pelvis.

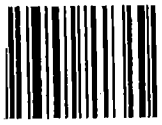
71. All of the Plaintiff's injuries, wounds and losses were, are and will be solely, directly, and proximately caused by the negligence of the Defendants, jointly and severally, without any negligence on the part of the Plaintiff.

WHEREFORE, the Plaintiff, Pazir Mohammad request judgment against the Defendant, Aseer Mohammad, in the amount of $5,000,000.00, plus costs.

Anthony T. Bartlett
MISTER, WINTER & BARTLETT, LLC
30 E. Padonia Road, Suite 404
Timonium, Maryland 21093
410-561-3000

Attorneys for Plaintiff

E TO THE RIGHT
T DOTTED LINE
AIL™



UNITED STATES POSTAGE

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A MOTOR SALES, U.S.A., INC.
ON: PRENTICE HALL CORPORATION SYSTEM.
AND
IASE STREET
IORE, MARYLAND 21202

MOHAMMAD, Fazir

1 of 3

PLEADINGS

TOY-RQ-05E-00000291

FILE START

Printed by RBrown 06/06/2006 11:47:59 AM

Case Report - 200601121256

Customer/Caller Summary:

Customer Name/Address: [redacted]

Tampa , FL [redacted]

Caller Phone:
Caller Alt. Phone:

Case Summary:

REDACTED

Case History:

Customer Seeks: to have veh rprd.
CAC Stated: NCR sent IN 20

*** PHONE LOG 01/12/2006 05:43:12 PM MMendoza
LETTER
Cust sts has had concerns regarding her veh. Sts current concern has been w/the transmission. Sts the trans would rev very high & not move then suddenly lurch forward. Sts has contacted the dlrship who adv this is normal for the veh. Sts fls this is not normal. Sts has test driven other avalons and not had this happen. Sts would liek to knolw what could be done.>>>

*** NOTES 01/12/2006 05:43:12 PM MMendoza
OUTGOING CALL:::NCR contacted cust day time # and was adv had received the wrong number.

*** NOTES 01/12/2006 05:46:26 PM MMendoza
NEXT REP: if cust c/b please probe for CRM involvment and handle accordingly.

*** CASE CLOSE 01/12/2006 05:51:43 PM MMendoza
NCR sent IN 20

*** NOTES 01/19/2006 08:44:20 AM SArreola
Cust will pursue ARB. Please refer to case #200601190378.

Activity Summary:

Activity	Date/Time	Originator	Additional Information

REDACTED

REDACTED

Case Report - 200601121256

Customer/Caller Summary:

Customer Name/Address: [redacted]

Tampa , FL [redacted]

Caller Phone: [redacted]
Caller Alt. Phone:

Case Summary:

REDACTED

Case History:

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Cust will pursue ARB. Please refer to case #200601190378.

Activity Summary:

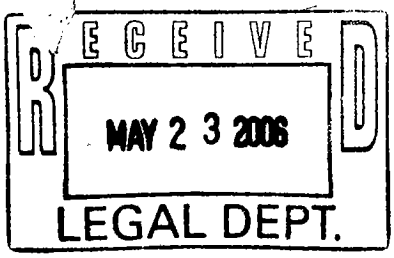
Activity	Date/Time	Originator	Additional Information

REDACTED

REDACTED

5-23-06 SA

CORPORATION SERVICE COMPANY®



Notice of Service of Process

WCE / ALL
Transmittal Number: 4501984
Date Processed: 05/22/2006

Primary Contact: Eric Taira
Toyota Motor Sales, U.S.A., Inc
19001 S. Western Ave.
Torrance, CA 90501

Copy of transmittal only sent to: Dorothy Sutton

Entity:	Toyota Motor Sales, U.S.A., Inc. Entity ID Number 0290437
Entity Served:	Toyota Motor Sales, U.S.A., Inc.
Title of Action:	[redacted] vs. Toyota Motor Sales, U.S.A., Inc.
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court:	Leon County Circuit Court, Florida
Case Number:	06CC4758
Jurisdiction Served:	Florida
Date Served on CSC:	05/22/2006
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Personal Service
Plaintiff's Attorney:	Aldo Bolliger 813-870-2525

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

IN THE COUNTY COURT FOR THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL SMITH and his wife,

RACHEL SMITH,

Plaintiff,

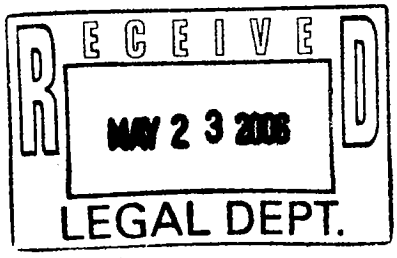
vs.

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

Defendant

Case No.: 06cc4758

RECEIVED
MAY 23 2006
LEGAL DEPT.



SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

Sent 5/22/bat 1120am
by cmc 4/3 #101

STATE SERVICE

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition, in this action on:

TOYOTA MOTOR SALES, U.S.A., INC.
By serving its Registered Agent:
Pretense Hall Corporation System, Inc.
1201 Hays Street

Each Defendant is required to serve written defenses to the complaint or petition on Consumer Legal Services, P.C., Plaintiff's attorney, whose address is 1915 N. Dale Mabry Highway, Suite 303, Tampa, Florida 33607, within twenty (20) days after service of this summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

DATED on May 19, 2006.

Clerk of the Court

By: [signature]
Deputy Clerk

ALDO BOLLIGER, ESQ.
Consumer Legal Services, P.C.
1915 N. Dale Mabry Higway
Suite 303
Tampa, Florida 33607
(813) 870-2525
Florida Bar # 486973

STATE SERVICE
#73427

RECEIVED
MAY 2 3
LEGAL DEPT.

IN THE COUNTY COURT FOR THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL SMITH and his wife, RACHEL SMITH, Plaintiff, vs. TOYOTA MOTOR SALES, U.S.A., INC., Defendant	Case No.: 06cc 4758 COMPLAINT AND JURY DEMAND

The Plaintiff, MICHAEL and RACHEL SMITH (Hereinafter " PLAINTIFF"), through CONSUMER LEGAL SERVICES, P.C., and the undersigned counsel, files this complaint and sues defendant TOYOTA MOTOR SALES U.S.A. INC. (Hereinafter MANUFACTURER) for violations of the Magnuson Moss Warranty Act 15 U.S.C 2301 et al. for defects associated with a 2006 TOYOTA AVALON VIN 4T1BK36BX6UD69529 (hereinafter "VEHICLE") warranted by the MANUFACTURER PURCHASED from CENTRAL FLORIDA TOYOTA an agent of the MANUFACTURER.

JURISDICTION AND PARTIES

1. PLAINTIFF is a resident of the city TALLAHASSEE, LEON County, Florida.

2. MANUFACTURER is a Foreign Corporation authorized to do business in the State of Florida and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in LEON, County Florida.

3. The property that is the subject of this litigation is located in city of TALLAHASSEE, LEON County, Florida.

4. The amount in controversy DOES NOT exceed FIFTEEN THOUSAND DOLLARS ($15,000.00), exclusive of interest and costs.

TOY-RQ-05E-00000299

FACTS COMMON TO ALL COUNTS

5. On or about SEPTEMBER 17, 2005 the VEHICLE from the MANUFACTURE'S seller/ agent CENTRAL FLORIDA TOYOTA. (See EX. A).

6. Along with the PURCHASE of the VEHICLE, PLAINTIFF received written warranties and other express and implied warranties from the MANUFACTURER. (See EX. B).

7. PLAINTIFF has taken the VEHICLE to the MANUFACTURER'S seller/ agent on at least SIX (6) separate occasions. (See EX C).

8. By way of example, and not by way of limitation, the defects with PLAINTIFF'S VEHICLE include the following:

A. TRANSMISSION DEFECT: The transmission does not shift properly causing the engine to rev excessively and causes the car to violently lurch forward upon deceleration.

B. SAFETY DEFECT: The car's passenger side airbag sensor does not operate properly causing an alarm to sound even when the passenger seat is empty.

C. OTHER DEFECTS: The vehicle has also exhibited other defects including but not limited to: interior trim defects, headlight malfunction and seat belt malfunctions.

9. The EXPRESS and IMPLIED warranties given as part of the PURCHASE have failed their essential purpose due to the MANUFACTURER failure to remedy the defects of the VEHICLE.

A. The plaintiff

ALLEGATIONS OF APPARENT AGENCY

10. Upon information and belief MANUFACTURER made representations that the DEALER had authority to act as the MANUFACTURER'S agent by allowing it or requiring it to:

(a) Call itself "authorized dealer,"

(b) Display MANUFACTURER logo and other MANUFACTURER materials in its showrooms and on salesperson's business cards.

(c) Receive technical bulletins detailing potential car problems from MANUFACTURER;

(d) Train its technicians with MANUFACTURER;

(e) Use only MANUFACTURER-trained technicians to repair and maintain cars under MANUFACTURER warranties;

(f) Create an impression that DEALER sells cars for MANUFACTURER; and

(g) Holding it out as the seller of cars and provider of car repair services without informing its patrons that DEALER, whom MANUFACTURER considers to be a non-agent, provides the seller of the goods.

(h) Requiring the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

(i) Requiring the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

11. PLAINTIFF reasonably concluded that DEALER was an agent of MANUFACTURER, in that PLAINTIFF thought that the transaction took place between PLAINTIFF and MANUFACTURER.

(a) Based on this reliance the PLAINTIFF purchased the VEHICLE from the MANUFACTURER thus undertaking a large financial expenditure.

12. PLAINTIFF'S reliance was justified, and PLAINTIFF suffered harm as a result of the actions or inactions of DEALER as an agent of MANUFACTURER.

FACTS ALLEGING ACTUAL AGENCY RELATIONSHIP BETWEEN MANUFACTURER AND DEALER

13. Upon information and belief pursuant to the franchise agreement between DEALER and MANUFACTURER, MANUFACTURER exercises control over DEALER with respect to:

(a) Reporting of sales;

(b) Computer network connection with MANUFACTURER;

(c) Training of DEALER'S sales and technical personnel;

(d) Use of the MANUFACTURER-supplied computer software;

(e) Participation in MANUFACTURER training programs;

(f) Other areas, as enumerated in the franchise agreement;

(g) Reporting to MANUFACTURER with respect to the car delivery, including reporting PLAINTIFF'S name, address, preferred title, primary and business phone numbers, e-mail address, car's VIN number, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, car's odometer reading, extended service contract sale designation, if any, MANUFACTURER contact language preference, and names of delivering dealership employees; and

(h) Displaying MANUFACTURER logos upon signs, literature, products, and brochures within the dealership.

14. DEALER binds MANUFACTURER with respect to:

(a) Warranty repairs on the cars DEALER sells; and

(b) Issuing service contracts administered by MANUFACTURER.

15. MANUFACTURER further exercises control over DEALER with respect to:

(a) Financial incentives given to DEALER'S employees;

(b) Prizes given to DEALER'S employees;

(c) Number of bathrooms DEALER must make available to the public;

(d) Location of DEALER;

(e) Size and number of DEALER'S logos bearing MANUFACTURER name;

(f) Testing and certification of the sales and service personnel in MANUFACTURER policies and procedures; and

(g) Customer satisfaction surveys, pursuant to which MANUFACTURER allocates the number of cars to DEALER, thus directly controlling DEALER'S profits.

16. DEALER is not an independent merchant who buys cars from MANUFACTURER and resells them to third parties; rather, DEALER sells cars on MANUFACTURER behalf, pursuant to a "floor plan," and MANUFACTURER does not receive payment for its cars until DEALER sells them.

17. DEALER bears MANUFACTURER brand name, uses its logo in advertising and on its warranty repair orders, posts its sign for the public to see, and enjoys a franchise to sell MANUFACTURER products, including the subject car.

18. MANUFACTURER required DEALER to follow the rules and policies of MANUFACTURER in conducting all aspects of its business, including the delivery of the MANUFACTURER warranties described above, and the servicing of defective cars, such as PLAINTIFF'S car.

19. MANUFACTURER required DEALER to post MANUFACTURER name, logo, and signs at DEALER, including its service department, and to identify itself to the public as an authorized dealer and servicing outlet for MANUFACTURER cars.

20. MANUFACTURER required DEALER to use service and repair forms that contained MANUFACTURER name and logo.

21. MANUFACTURER required DEALER to perform MANUFACTURER warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by MANUFACTURER.

22. MANUFACTURER required DEALER to use parts and tools either provided by MANUFACTURER, or approved by MANUFACTURER, and to inform MANUFACTURER when DEALER discovered that unauthorized parts had been installed on one of MANUFACTURER cars.

23. MANUFACTURER required DEALER'S service and repair employees to be trained by MANUFACTURER in the methods of repair of MANUFACTURER cars.

24. MANUFACTURER audited DEALER'S service department and directly contacted the customers of DEALER to determine their level of satisfaction with the repair services provided by DEALER.

TOY-RQ-05E-00000303

25. MANUFACTURER required DEALER to provide it with monthly statements and records pertaining, in part, to DEALER'S servicing of MANUFACTURER cars.

26. MANUFACTURER reserved the right at all times to enter upon DEALER'S business premises and to audit the records and operations of DEALER'S service department.

27. MANUFACTURER provided DEALER with, or required it to obtain, computer programs that would display the repair and title history of MANUFACTURER cars.

28. MANUFACTURER provided technical service bulletins and messages to DEALER detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.

29. MANUFACTURER provided DEALER with specially trained service and repair consultants with whom DEALER was required by MANUFACTURER to consult when DEALER was unable to correct a defect on its own.

30. MANUFACTURER required its customers to go to DEALER or other authorized dealers to obtain servicing under its warranties.

31. MANUFACTURER required DEALER to consult with MANUFACTURER before voiding a consumer warranty or making a decision to decline a warranty repair.

32. DEALER was required to notify MANUFACTURER whenever a car was sold or put into warranty service.

33. MANUFACTURER required, in its owner manual, furnished to PLAINTIFF by DEALER, that any questions first be referred to DEALER, not MANUFACTURER, and that if warranty service is required, the car should be taken to DEALER or other authorized MANUFACTURER dealer.

COUNT I
VIOLATION OF MAGNUSON MOSS WARRANTY ACT EXPRESS WARRANTY

34. PLAINTIFF incorporates paragraphs 1-33 as though fully restated and realleged.

35. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

36. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

37. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

38. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

39. The express warranty given by the MANUFACTURER pertaining to the VEHICLE is a "written warranty" as defined in the Warranty Act, 15 U.S.C. 2301(6).

40. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the MANUFACTURER under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

A. For the difference in value of VEHICLE as promised and as actually delivered;

B. For consequential, incidental and actual damages;

C. For costs, interest and actual attorneys' fees; pursuant to 15 U.S.C 2310 (d)(2)

D. Such other relief this Court deems appropriate.

COUNT II
VIOLATION OF MAGNUSON MOSS WARRANTY ACT IMPLIED WARRANTY

41. PLAINTIFF incorporates paragraphs 1-33 as though herein fully restated and realleged.

42. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

43. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

44. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

45. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

46. The MANUFACTURER supplied the PLAINTIFF with an implied warranty as defined in 15 U.S.C. 2301(7).

47. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the implied warranty, constitute a breach of the written warranty by the MANUFACTURER because the vehicle is not fit for its ordinary purpose under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

A. For the difference in value of the VEHICLE as promised and as actually delivered

B. For consequential, incidental and actual damages;

C. For costs, interest and actual attorneys' fees; pursuant to 15 U.S.C 2310(d)(2).

D. Such other relief this Court deems appropriate.

JURY DEMAND

48. PLAINTIFF hereby demands trial by jury on all Counts.

ALDO BOLLIGER
FLA BAR 486973
RICHARD DENNO
FLA BAR 883336
KURT D. MITCHELL J.D.
FLA BAR 12860
CONSUMER LEGAL SERVICES, P.C.
1915 N. DALE MABRY STE 303
TAMPA FL 33607
P: 813 870 2525
F: 813 870 2524

TOY-RQ-05E-00000307

[redacted] **UnitedAuto**

Publicly traded on the New York Stock Exchange

11020 S. Orange Blossom Trail
Orlando, Florida 32837
(407) 472-5200

A UnitedAuto Dealership
www.centralfloridatoyota.com
www.centralfloridascion.com

Retail Order Contract

DATE [redacted] CONTROL NO. [redacted]
VIN NO. [redacted]

CONSUMER [redacted]	ADDRESS [redacted]		CITY [redacted]	STATE FL	ZIP [redacted]
HOME [redacted]	BUSINESS PHONE [redacted]	CONSUMER SSN	CONSUMER [redacted]		DOB [redacted]
CO-CONSUMER [redacted]	ADDRESS [redacted]		CITY [redacted]	STATE FL	[redacted]
HOME [redacted]	BUSINESS PHONE [redacted]	CO-CONSUMER SSN	CO-CONSUMER [redacted]		DOB [redacted]

SALESPERSON	STOCK NO.	YEAR	MAKE	MODEL	COLOR	MILEAGE	
[illegible]	[illegible]	2006	TOYOTA	AVALON	BLUE	36	☐ NEW ☐ USED ☐ DEMO

TRADE-IN

YEAR	MAKE	MODEL	MILEAGE

VIN NO. | PHONE #
1ST LIENOR | ACCT. #

GUEST EMAIL ADDRESS

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.
CONSUMER ☺

DEALER FINANCING / LEASING

If Consumer executes a retail installment contract ("RIC") or lease in connection with the acquisition of the Vehicle, Dealer may terminate this Agreement if Dealer cannot obtain credit approval for Consumer or if Dealer is unable to sell Consumer's RIC / lease on terms of no less than par value (these approvals shall be collectively referred to as "Necessary Approvals"). Dealer's right of termination cannot be waived unless in writing. Necessary Approvals are not typically obtained at the time of delivery of the Vehicle and are beyond Dealer's control. Should Consumer take delivery of the Vehicle prior to Dealer's obtaining the Necessary Approvals, Consumer understands and acknowledges that pending the Necessary Approvals, delivery of the Vehicle to Consumer serves as a convenience to Consumer only and Consumer does not have, nor will acquire any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked at any time without cause, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Consumer. Additionally, the obtaining of the Necessary Approvals by Dealer and the complete payment by Consumer to Dealer of all moneys due at the inception of the RIC or lease serve as conditions precedent to the enforcement and validity of the RIC / lease, which shall be deemed null and void if such condition[redacted]

Consumer: ☺

NEW VEHICLE

Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The only warranties applying to this Vehicle are those offered by the Manufacturer. The manufacturer's warranty is not affected by this disclaimer of warranties by Dealer. The Consumer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE

This Vehicle has been previously driven and the manufacturer warranty, if any, has been fully explained. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any Contrary provisions in the Contract of sale. Consumer acknowledges that no representation has been made by any agent of Dealer that the Vehicle has or has not ever sustained damages prior to this purchase, nor does dealer have the obligation to make any such disclosure.

Unless otherwise noted immediately below, this Vehicle is sold "as is with all faults," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of profits or income, or any other incidental damages.

CHECK IF APPROPRIATE:

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this Contract.

☐ Previously leased or rented vehicle. I acknowledge I have been advised that the vehicle I am today purchasing is a used lease or hire, previously delivered that was returned, or manufacturer buy-back.

PRICE

ACCESSORIES/OPTIONS		
		N/A
		N/A
LESS TRADE-IN ALLOWANCE AND/OR DISCOUNT		N/A
DIFFERENCE	2531	21
Pre-delivery Fees (These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.)		N/A
DELIVERY FEES	699	50
DOCUMENTATION FEES	149	50
NEW CAR FLA WASTE TIRE FEE & LEAD ACID BATTERY FEE	6	50
USED CAR LEAD ACID BATTERY FEE	XXXX	50
SUBTOTAL	2617	71
SALES TAX	151	49
LOCAL OPTION SALES TAX	75	00
LEMON LAW-WARRANTY ENFORCEMENT ACT (New Cars Only)	2	00
FLORIDA TITLE, REGISTRATION, TAG AGENCY FEE & LICENSE FEES	450	00
SUBTOTAL	2796	21
BALANCE DUE ON TRADE (Consumer does grant, bargain, convey, sell, assign and transfer to Dealer all of Consumer's right, title and interest in the Trade-in described below)		N/A
TOTAL AMOUNT DUE	2796	21
REBATE		N/A
DEPOSIT		N/A
TOTAL BALANCE DUE	[redacted]	

This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. Deposits are non-refundable.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to the agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or are related to the purchase or lease of the automobile identified in this Motor Vehicle Retail Order and the financing thereof, including the validity of this agreement. The Arbitration Agreement is made pursuant to a transaction involving interstate commerce and should be governed by the Federal Arbitration Act, 9 U.S.C. §§1, and not by state law regarding arbitration. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. State Consumer Fraud Act claims, Used Car Lemon Law claims and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action, either in arbitration or through a court action. There are no limitations on the type of claims that must be arbitrated except for new car lemon law claims, Magnusson-Moss Warranty Act claims, and small claims filed as a court action, unless such small claim is then removed, transferred or appealed to a different court. The arbitration shall be conducted in accordance with this agreement and with the Rules of JAMS Mediation (the "Rules") before a single arbitrator. If a conflict exists between the terms of this Arbitration Agreement and the Rules, then this Arbitration Agreement shall govern. The costs incurred in the arbitration process shall be shared as provided by the Rules. The arbitration shall take place in Florida at a mutually agreed upon location. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.
THIS ARBITRATION AGREEMENT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION, HAVE A JURY TRIAL, OR PURSUE YOUR CLAIM AS A CLASS ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER AND THAT I HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER IN CONNECTION WITH THIS TRANSACTION.

[redacted] ☺ Consumer's Signature | Co-Consumer's Signature | Sales Manager | Date 01/17/2005

Original and Reproducible Retention Copy

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·ttlement Program,
National Center for
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ess by which two
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fo request that your

case be reviewed through the program, complete the customer claim form in the *Owner's Warranty Rights Notification* booklet (found in your glove box) and mail it to:

National Center for Dispute Settlement
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to request a customer claim form, call the Toyota Customer Experience Center at (800) 331-4331. When you call, please have your vehicle identification number, the current mileage on your Toyota and the names of your selling and servicing dealerships.

California residents: Toyota offers you assistance through an arbitration program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call the Toyota Customer Experience Center at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

Important: You must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet for the requirements applicable to your state.

This information about the Dispute Settlement Programs is correct as of the date of printing. However, the programs may be changed without notice. For the most current information about the programs, call the Toyota Customer Experience Center at (800) 331-4331.

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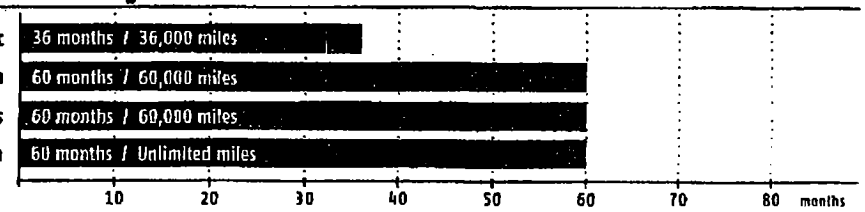
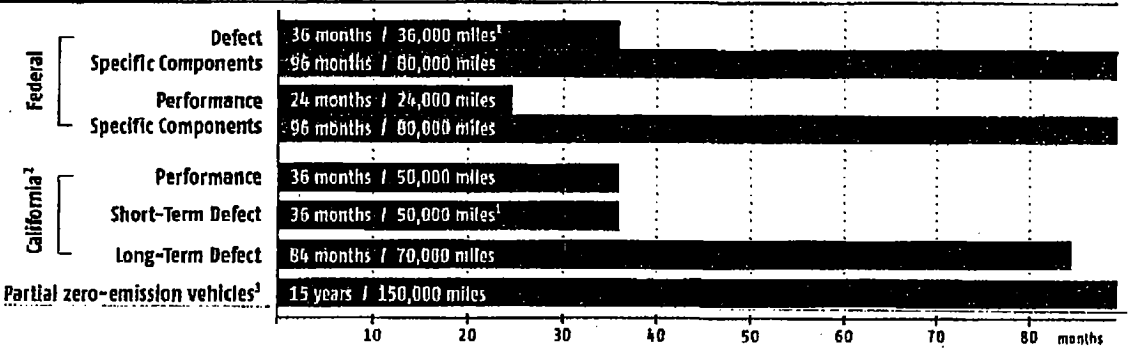
Warranty Coverages at a Glance

New Vehicle Limited Warranty



Emission Control Warranty



[1] Specific components may have longer coverage under terms of the Powertrain Warranty.
[2] Also applies to Maine, Massachusetts and Vermont vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

[3] For Camry 4-cylinder models certified as partial zero-emission vehicles (PZEV) that are sold, registered and operated in California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island or Vermont, all emissions components are covered for 15 years or 150,000 miles, whichever occurs first, for performance and defect.

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The warrantor f[redacted]
Inc. ("Toyota"),
90509-2991,

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Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. ("Toyota"), 19001 South Western Avenue, Torrance, California 90509-2991, a California corporation.

Which Vehicles Are Covered

These warranties apply to all 2006 model-year Toyota vehicles distributed by Toyota that are originally sold by an authorized dealer in the United States and normally operated or touring in the United States, U.S. territories or Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

Multiple Warranty Conditions

This booklet contains warranty terms and conditions that may vary depending on the part covered. A warranty for specific parts or systems, such as the Powertrain Warranty or Emission Performance Warranty, is governed by the coverage set forth in that warranty as well as the General Warranty Provisions.

When Warranty Begins

The warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator.

Repairs Made at No Charge

Repairs and adjustments covered by these warranties are made at no charge for parts and labor.

Parts Replacement

Any needed parts replacement will be made using new or remanufactured parts. The decision whether a part should be repaired or replaced will be made by the servicing Toyota dealership and/or Toyota. Parts scheduled to be replaced as required maintenance are warranted until their first replacement only.

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties. Some states do not allow restrictions on how long an implied warranty lasts, so this limitation may not apply to you.

Your Rights Under State Law

These warranties give you specific legal rights. You may also have other rights that vary from state to state.

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P.8
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WHAT IS COVERED AND HOW LONG

Basic Warranty

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 36 months or 36,000 miles, whichever occurs first, with the exception of wheel alignment and wheel balancing, which are covered for 12 months or 20,000 miles, whichever occurs first.

Powertrain Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any component listed in the next column and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

Engine

Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, flywheel, valve covers, oil pan, oil pump, engine mounts, turbocharger housing and all internal parts, supercharger housing and all internal parts, engine control computer, water pump, fuel pump, seals and gaskets.

Transmission and Transaxle

Case and all internal parts, torque converter, clutch cover, transmission mounts, transfer case and all internal parts, engine control computer, seals and gaskets.

Front-Wheel-Drive System

Final drive housing and all internal parts, axle shafts, drive shafts, constant velocity joints, front hub and bearings, seals and gaskets.

Rear-Wheel-Drive System

Axle housing and all internal parts, propeller shafts, U-joints, axle shafts, drive shafts, bearings, supports, seals and gaskets.

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Restraint Systems Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any seatbelt or air bag system supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

For vehicles sold and registered in the state of Kansas, the warranty for seatbelts and related components is 10 years, regardless of mileage.

Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, see the section entitled "Corrosion Prevention and Appearance Care" in the *Owner's Manual.*

Towing

When your vehicle is inoperable due to failure of a warranted part, towing service to the nearest authorized Toyota dealership is covered.

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WHAT IS NOT COVERED

This warranty does not cover damage or failures resulting directly or indirectly from any of the following:

- Fire, accidents or theft
- Abuse or negligence
- Misuse – for example, racing or overloading
- Improper repairs
- Alteration or tampering, including installation of non-Genuine Toyota Accessories
- Lack of or improper maintenance, including use of fluids other than those specified in the *Owner's Manual*
- Installation of non-Genuine Toyota Parts
- Airborne chemicals, tree sap, road debris (including stone chips), rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions
- Water contamination

This warranty also does not cover the following:

Tires

Tires are covered by a separate warranty provided by the tire manufacturer. See page 26.

Normal Wear and Tear

Noise, vibration, cosmetic conditions and other deterioration caused by normal wear and tear.

Maintenance Expense

Normal maintenance services such as:

- Engine tune-ups
- Replacement of fluids and filters
- Lubrication
- Cleaning and polishing
- Replacement of spark plugs and fuses
- Replacement of worn wiper blades, brake pads/linings and clutch linings

P.11

Vehicles With Altered Odometer

Failure of a vehicle on which the odometer has been altered so that actual vehicle mileage cannot be readily determined.

Salvage or Total-Loss Vehicles

Any vehicle that has ever been issued a "salvage" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by a financial institution or insurer, such as by payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the vehicle. This exclusion does not apply to the emission control warranties.

Incidental Damages

Incidental or consequential damages associated with a vehicle failure. Such damages include but are not limited to inconvenience; the cost of transportation, telephone calls and lodging; the loss of personal or commercial property; and the loss of pay or revenue.

Disclaimer of Extra Expenses and Damages

The performance of necessary repairs and adjustments is the exclusive remedy under this warranty or any implied warranty. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle. Toyota shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this written warranty, except in states where this limitation is not allowed.

DISPUTE

If a dispute a
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DISPUTE RESOLUTION

If a dispute arises regarding your warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4–5. Please note that you must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may *also be required* to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet (located in your glove box) for the requirements applicable to your state.

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P.13

Satisfaction Down the Road

At Toyota, our top priority is always our customers. We know your Toyota is an important part of your life and something you depend on every day. That's why we're dedicated to building products of the highest quality and reliability.

Our excellent warranty coverage is evidence that we stand behind the quality of our vehicles. We're confident — as you should be — that your Toyota will provide you with many years of enjoyable driving.

To further demonstrate our commitment to our customers' satisfaction, occasionally we may establish a special policy adjustment to pay for specific repairs that are no longer covered by warranty. When we establish such a policy adjustment, we mail details to all applicable owners we have on record. That's why it's important to send in the card at the back of this booklet if you change your address or if you've purchased this vehicle from a previous owner.

To provide you with added protection against unexpected service costs, we offer Toyota Extra Care vehicle service agreements and Toyota Auto Care pre-paid maintenance programs. Both offer plans to meet a wide variety of needs. Your dealership can help you select the plan that's best for you.

Our goal is for every Toyota customer to enjoy outstanding quality, dependability and peace of mind throughout their ownership experience. We want you to be a satisfied member of the Toyota family for many miles to come.

This booklet describes the terms of Toyota warranty coverage as well as general owner responsibilities. A separate publication found in your glove box, the *Scheduled Maintenance Guide*, describes your vehicle's maintenance requirements. Be sure to review this publication carefully, since proper maintenance is required to ensure that warranty coverage remains intact.

All information in this booklet is the latest available at the time of publication and, with the exception of the emission control warranties, is subject to change without notice.

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- The warrantable
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  and your vehicle i

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Transportation Assistance

We realize that your confidence in the quality and reliability of our products was a key factor in your decision to buy a Toyota. We also know how disruptive the loss of transportation can be to your daily routine. That's why we're pleased to offer you the benefits of our Transportation Assistance Policy.

Under this policy, you are eligible for transportation assistance if your Toyota must be kept overnight for warranty-covered repairs. The policy applies when your vehicle must be kept overnight for any of the following reasons:

- The warranty repairs will take longer than one day to complete.
- The warrantable condition requires extensive diagnosis.
- The parts needed for the warranty repairs are not readily available and your vehicle is inoperative or unsafe to drive.

The policy does not apply when warranty repairs can be completed in one day but the vehicle must be kept overnight due to dealer or owner scheduling conflicts.

The Transportation Assistance Policy applies for the duration of the New Vehicle Limited Warranty. The policy applies to all 2006 model-year Toyotas sold and serviced by authorized Toyota dealerships in the mainland United States and Alaska.

For further details, please consult your Toyota dealer.

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If You Need Assistance

Both Toyota and your Toyota dealer are dedicated to serving your automotive needs. Your complete satisfaction is our first priority. Should you have a problem or concern – either during or after the warranty period – please take the following steps to ensure the quickest possible response:

Step 1

Discuss the situation with a dealership manager, such as the service manager or customer relations manager. In most cases, a satisfactory solution can be reached at this step.

Step 2

If the dealership does not address your concern to your satisfaction, call the Toyota Customer Experience Center at **(800) 331-4331.** If you are hearing- or speech-impaired, call (800)443-4999 (TDD).

Please have the following information ready when you call:

- Your Toyota's vehicle identification number (located on the driver's side corner of the dashboard, under the window)
- Current mileage on your vehicle
- Name of your Toyota dealership

A Toyota customer relations representative will assist you in working with the dealership to find a satisfactory solution.

Step 3

If your concern has still not been resolved to your satisfaction, Toyota offers additional assistance through the Dispute Settlement Program, a dispute resolution program administered by the National Center for Dispute Settlement. The purpose of the Dispute Settlement Program is to resolve disputes through arbitration – a process by which two parties authorize an independent third party to hear and resolve a dispute. The program is informal and free of charge. To request that your case be reviewed through th
form in the *Owner's Warra*
glove box) and mail it to:

National Center for Dispu
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to reques
Customer Experience Center
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California residents: Toyota
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mation, call the Toyota Custo
You may also contact the CD
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INVOICE

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

www.legacytoy.com

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	INVOICE NO. TOCS162119
[redacted]	LABOR RATE / LICENSE NO / MILEAGE 560		COLOR 7	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 09/26/05	
RES. PHONE 644-2970	BUSINESS PHONE	COMMENTS		MO: 568

LABOR

J# 1 60TOZ INTERIOR TRIM HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51TOZ05 HEADLIGHTS HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):330 INTERNAL
[redacted]
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11TOZ01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
[redacted]
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51TOZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

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Reynolds and Reynolds ERA/NTS1MC CC63108 Q (0434)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO 6976	INVOICE DATE 10/21/05	INVOICE NO. TOCS163777	
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE	LICENSE NO.	MILEAGE 930	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	R.T.E. NO.	P.O. NO.		R.O. DATE 10/13/05	REPRINT# 1
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS			MO: 935

LABOR

J# 1 61TOZ EXTERIOR TRIM HOURS: 1.00 TECH(S):727 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51TOZ BODY ELECTRICAL HOURS: 0.50 TECH(S):345 WARRANTY
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
TECH RECALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51TOZ01 BODY ELECT CONCERN HOURS: 0.30 TECH(S):345 WARRANTY
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
TECH CONFIRMED RT REAR SEAT BELT WOULD NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 51TOZ12 WIPER/WASHER HOURS: 0.10 TECH(S):345 WARRANTY
C/STATES DRIVERS WIPER NOT CLEAN WATER & SMEARS
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09TOZ01 FUEL SYSTEM CONCERN HOURS: TECH(S):345 INTERNAL
CUST STATES VEHICLE GETS 20 MILES PER GALLON
TECH INSPECTED ENG DATA, ALL WITHIN SPECS

J# 6+30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):345 WARRANTY
CUSTOMER STATES VEHICLE TRANS PAUSES/SURGES DOES NOT SHIFT
SMOOTHLY ESPECIALLY WARMING UP
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED
TO VEHICLE 0078575 FROM LOT BOTH VEHICLES PERFORED IN LIKE
MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER
AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER,		WARRANTY

TOTAL - PARTS 0.00

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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 [CONTINUED ON NEXT PAGE] 11:24am

Reynolds and Reynolds CRANTSI4F CCS5Vlab O (04/04)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
117690	DONALD ENGLAND 3026	6976	10/21/05	TOCS163777

[redacted]
TALLAHASSEE, FL [redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		930	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
06/TOYOTA/AVALON		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 T 1 B K 3 6 B X 6 U [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE	
		10/13/05	REPRINT# 1

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
644-2770		MO: 935

TOTALS

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*************************************************
*                                               *
* [ ] CASH    [ ] CHECK    CK NO. [        ]    *
*                                               *
* [ ] VISA    [ ] MASTERCARD    [ ] DISCOVER    *
*                                               *
* [ ] AMER XPRESS    [ ] OTHER    [ ] CHARGE    *
*                                               *
*************************************************
```

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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Reynolds and Reynolds, ERAINTSIME CC631109 O (0104)

 CUSTOMER COPY [END OF INVOICE] 11:24am

www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,254	COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 11/01/05	
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS		MO: 1254

LABOR

J# 1 60TOZ01 INT TRIM CONCERN HOURS TECH(S) 3002 INTERNAL

CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

DISCLAIMER OF WARRANTIES

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Reynolds and Reynolds, ERUNTSI1E CO(31)49 0 (01/04)

 CUSTOMER COPY [END OF INVOICE] 10:35am

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954		INVOICE DATE 12/08/05	INVOICE NO. TOCS165201
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,186		COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 10/29/05	
RESIDENCE PHONE 644-2970	BUSINESS PHONE	COMMENTS			MO: 1186

LABOR

J# 1 51TOZ01 BODY ELECT CONCERN HOURS: TECH(S):3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95TOZ BODY REFINISH HOURS: TECH(S):3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 1 1 00258-008R5 PAINT BLUE INTERNAL
TOTAL - PARTS 0.00

G.O.G. & SUPPLIES----------
JOB # 2 1.0 PAINT AND MATERIALS @ /UNIT INTERNAL
TOTAL - GOG 0.00

TOTALS----------

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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Reynolds and Reynolds CDRINTSHE CC031499 Q (0104)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

[redacted]

Tallahassee,

Fl [redacted]

COMPLETE THIS SECTION ON DELIVERY

A [redacted] ssee

[redacted] Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FEB 14 2006 TALLAHASSEE FL

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7003 3110 0005 0218 8609

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

[redacted]

Tallahassee

Fl [redacted]

2. Ar
(Tr
PS F

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [redacted] ☐ Agent ☐ Addressee

[redacted] C. Date of Delivery 2-3-06

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Rad

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

09

102595-02-M-1540

TMS 0407

TOY-RQ-05E-00000326

RECEIVED
MAY 23
LEGAL DEPT.

IN THE COUNTY COURT FOR THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL SMITH and his wife, RACHEL SMITH, Plaintiff, vs. TOYOTA MOTOR SALES, U.S.A., INC., Defendant	Case No.: 06cc4758 COMPLAINT AND JURY DEMAND

The Plaintiff, MICHAEL and RACHEL SMITH (Hereinafter " PLAINTIFF"), through CONSUMER LEGAL SERVICES, P.C., and the undersigned counsel, files this complaint and sues defendant TOYOTA MOTOR SALES U.S.A. INC. (Hereinafter MANUFACTURER) for violations of the Magnuson Moss Warranty Act 15 U.S.C 2301 et al. for defects associated with a 2006 TOYOTA AVALON VIN 4T1BK36BX6UD69529 (hereinafter "VEHICLE") warranted by the MANUFACTURER PURCHASED from CENTRAL FLORIDA TOYOTA an agent of the MANUFACTURER.

JURISDICTION AND PARTIES

1. PLAINTIFF is a resident of the city TALLAHASSEE, LEON County, Florida.

2. MANUFACTURER is a Foreign Corporation authorized to do business in the State of Florida and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in LEON, County Florida.

3. The property that is the subject of this litigation is located in city of TALLAHASSEE, LEON County, Florida.

4. The amount in controversy DOES NOT exceed FIFTEEN THOUSAND DOLLARS ($15,000.00), exclusive of interest and costs.

TOY-RQ-05E-00000327

FACTS COMMON TO ALL COUNTS

5. On or about SEPTEMBER 17, 2005 the VEHICLE from the MANUFACTURE'S seller/ agent CENTRAL FLORIDA TOYOTA. (See EX. A).

6. Along with the PURCHASE of the VEHICLE, PLAINTIFF received written warranties and other express and implied warranties from the MANUFACTURER. (See EX. B).

7. PLAINTIFF has taken the VEHICLE to the MANUFACTURER'S seller/ agent on at least SIX (6) separate occasions. (See EX C).

8. By way of example, and not by way of limitation, the defects with PLAINTIFF'S VEHICLE include the following:

A. TRANSMISSION DEFECT: The transmission does not shift properly causing the engine to rev excessively and causes the car to violently lurch forward upon deceleration.

B. SAFETY DEFECT: The car's passenger side airbag sensor does not operate properly causing an alarm to sound even when the passenger seat is empty.

C. OTHER DEFECTS: The vehicle has also exhibited other defects including but not limited to: interior trim defects, headlight malfunction and seat belt malfunctions.

9. The EXPRESS and IMPLIED warranties given as part of the PURCHASE have failed their essential purpose due to the MANUFACTURER failure to remedy the defects of the VEHICLE.

A. The plaintiff

ALLEGATIONS OF APPARENT AGENCY

10. Upon information and belief MANUFACTURER made representations that the DEALER had authority to act as the MANUFACTURER'S agent by allowing it or requiring it to:

(a) Call itself "authorized dealer,"

(b) Display MANUFACTURER logo and other MANUFACTURER materials in its showrooms and on salesperson's business cards.

(c) Receive technical bulletins detailing potential car problems from MANUFACTURER;

(d) Train its technicians with MANUFACTURER;

(e) Use only MANUFACTURER-trained technicians to repair and maintain cars under MANUFACTURER warranties;

(f) Create an impression that DEALER sells cars for MANUFACTURER; and

(g) Holding it out as the seller of cars and provider of car repair services without informing its patrons that DEALER, whom MANUFACTURER considers to be a non-agent, provides the seller of the goods.

(h) Requiring the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

(i) Requiring the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

11. PLAINTIFF reasonably concluded that DEALER was an agent of MANUFACTURER, in that PLAINTIFF thought that the transaction took place between PLAINTIFF and MANUFACTURER.

(a) Based on this reliance the PLAINTIFF purchased the VEHICLE from the MANUFACTURER thus undertaking a large financial expenditure.

12. PLAINTIFF'S reliance was justified, and PLAINTIFF suffered harm as a result of the actions or inactions of DEALER as an agent of MANUFACTURER.

FACTS ALLEGING ACTUAL AGENCY RELATIONSHIP BETWEEN MANUFACTURER AND DEALER

13. Upon information and belief pursuant to the franchise agreement between DEALER and MANUFACTURER, MANUFACTURER exercises control over DEALER with respect to:

TOY-RQ-05E-00000329

(a) Reporting of sales;

(b) Computer network connection with MANUFACTURER;

(c) Training of DEALER'S sales and technical personnel;

(d) Use of the MANUFACTURER-supplied computer software;

(e) Participation in MANUFACTURER training programs;

(f) Other areas, as enumerated in the franchise agreement;

(g) Reporting to MANUFACTURER with respect to the car delivery, including reporting PLAINTIFF'S name, address, preferred title, primary and business phone numbers, e-mail address, car's VIN number, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, car's odometer reading, extended service contract sale designation, if any, MANUFACTURER contact language preference, and names of delivering dealership employees; and

(h) Displaying MANUFACTURER logos upon signs, literature, products, and brochures within the dealership.

14. DEALER binds MANUFACTURER with respect to:

(a) Warranty repairs on the cars DEALER sells; and

(b) Issuing service contracts administered by MANUFACTURER.

15. MANUFACTURER further exercises control over DEALER with respect to:

(a) Financial incentives given to DEALER'S employees;

(b) Prizes given to DEALER'S employees;

(c) Number of bathrooms DEALER must make available to the public;

(d) Location of DEALER;

(e) Size and number of DEALER'S logos bearing MANUFACTURER name;

(f) Testing and certification of the sales and service personnel in MANUFACTURER policies and procedures; and

(g) Customer satisfaction surveys, pursuant to which MANUFACTURER allocates the number of cars to DEALER, thus directly controlling DEALER'S profits.

16. DEALER is not an independent merchant who buys cars from MANUFACTURER and resells them to third parties; rather, DEALER sells cars on MANUFACTURER behalf, pursuant to a "floor plan," and MANUFACTURER does not receive payment for its cars until DEALER sells them.

17. DEALER bears MANUFACTURER brand name, uses its logo in advertising and on its warranty repair orders, posts its sign for the public to see, and enjoys a franchise to sell MANUFACTURER products, including the subject car.

18. MANUFACTURER required DEALER to follow the rules and policies of MANUFACTURER in conducting all aspects of its business, including the delivery of the MANUFACTURER warranties described above, and the servicing of defective cars, such as PLAINTIFF'S car.

19. MANUFACTURER required DEALER to post MANUFACTURER name, logo, and signs at DEALER, including its service department, and to identify itself to the public as an authorized dealer and servicing outlet for MANUFACTURER cars.

20. MANUFACTURER required DEALER to use service and repair forms that contained MANUFACTURER name and logo.

21. MANUFACTURER required DEALER to perform MANUFACTURER warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by MANUFACTURER.

22. MANUFACTURER required DEALER to use parts and tools either provided by MANUFACTURER, or approved by MANUFACTURER, and to inform MANUFACTURER when DEALER discovered that unauthorized parts had been installed on one of MANUFACTURER cars.

23. MANUFACTURER required DEALER'S service and repair employees to be trained by MANUFACTURER in the methods of repair of MANUFACTURER cars.

24. MANUFACTURER audited DEALER'S service department and directly contacted the customers of DEALER to determine their level of satisfaction with the repair services provided by DEALER.

TOY-RQ-05E-00000331

25. MANUFACTURER required DEALER to provide it with monthly statements and records pertaining, in part, to DEALER'S servicing of MANUFACTURER cars.

26. MANUFACTURER reserved the right at all times to enter upon DEALER'S business premises and to audit the records and operations of DEALER'S service department.

27. MANUFACTURER provided DEALER with, or required it to obtain, computer programs that would display the repair and title history of MANUFACTURER cars.

28. MANUFACTURER provided technical service bulletins and messages to DEALER detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.

29. MANUFACTURER provided DEALER with specially trained service and repair consultants with whom DEALER was required by MANUFACTURER to consult when DEALER was unable to correct a defect on its own.

30. MANUFACTURER required its customers to go to DEALER or other authorized dealers to obtain servicing under its warranties.

31. MANUFACTURER required DEALER to consult with MANUFACTURER before voiding a consumer warranty or making a decision to decline a warranty repair.

32. DEALER was required to notify MANUFACTURER whenever a car was sold or put into warranty service.

33. MANUFACTURER required, in its owner manual, furnished to PLAINTIFF by DEALER, that any questions first be referred to DEALER, not MANUFACTURER, and that if warranty service is required, the car should be taken to DEALER or other authorized MANUFACTURER dealer.

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COUNT I
VIOLATION OF MAGNUSON MOSS WARRANTY ACT EXPRESS WARRANTY

34. PLAINTIFF incorporates paragraphs 1-33 as though fully restated and realleged.

35. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

36. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

37. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

38. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

39. The express warranty given by the MANUFACTURER pertaining to the VEHICLE is a "written warranty" as defined in the Warranty Act, 15 U.S.C. 2301(6).

40. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the MANUFACTURER under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

A. For the difference in value of VEHICLE as promised and as actually delivered;

B. For consequential, incidental and actual damages;

C. For costs, interest and actual attorneys' fees; pursuant to 15 U.S.C 2310 (d)(2)

D. Such other relief this Court deems appropriate.

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COUNT II
VIOLATION OF MAGNUSON MOSS WARRANTY ACT IMPLIED WARRANTY

41. PLAINTIFF incorporates paragraphs 1-33 as though herein fully restated and realleged.

42. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

43. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

44. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

45. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

46. The MANUFACTURER supplied the PLAINTIFF with an implied warranty as defined in 15 U.S.C. 2301(7).

47. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the implied warranty, constitute a breach of the written warranty by the MANUFACTURER because the vehicle is not fit for its ordinary purpose under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

A. For the difference in value of the VEHICLE as promised and as actually delivered

B. For consequential, incidental and actual damages;

C. For costs, interest and actual attorneys' fees; pursuant to 15 U.S.C 2310(d)(2).

D. Such other relief this Court deems appropriate.

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JURY DEMAND

48. PLAINTIFF hereby demands trial by jury on all Counts.

ALDO BOLLIGER
FLA BAR 486973
RICHARD DENNO
FLA BAR 883336
KURT D. MITCHELL J.D.
FLA BAR 12860
CONSUMER LEGAL SERVICES, P.C.
1915 N. DALE MABRY STE 303
TAMPA FL 33607
P: 813 870 2525
F: 813 870 2524

TOY-RQ-05E-00000335

[redacted] **UnitedAuto**

Publicly traded on the New York Stock Exchange

CENTRAL FLORIDA TOYOTA / CENTRAL FLORIDA SCION

11020 S. Orange Blossom Trail
Orlando, Florida 32837
(407) 472-5200

A UnitedAuto Dealership
www.centralfloridatoyota.com
www.centralfloridascion.com

Retail Order Contract

DATE [illegible] CONTROL NO. [illegible]
VIN NO. [illegible] [redacted]

CON [redacted]	ADD [redacted]	CITY TALLAHASSEE	STATE FL	ZIP [redacted]	
HOM [redacted]	BUSINESS PHONE [redacted]	CONSUMER SSN	CONSUMER [redacted]	DOB [redacted]	
CO [redacted]	ADD [redacted]	CITY TALLAHASSEE	STATE FL	ZIP [redacted]	
HOME [redacted]	BUSI [redacted]	CO-CONSUMER SSN	CO-CONSUMER [redacted]	DOB [redacted]	

SALESPERSON	STOCK NO.	YEAR	MAKE	MODEL	COLOR	MILEAGE	
[illegible]	[illegible]	200[illegible]	TOYOTA	[illegible]	BLUE	36	☐ NEW ☐ USED ☐ DEMO

TRADE-IN

YEAR	MAKE	MODEL	MILEAGE

VIN NO. | PHONE #
1ST LIENOR | ACCT. #

GUEST EMAIL ADDRESS

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.
CONSUMER ☺

DEALER FINANCING / LEASING

If Consumer executes a retail installment contract ("RIC") or lease in connection with the acquisition of the Vehicle, Dealer may terminate this Agreement if Dealer cannot obtain credit approval for Consumer or if Dealer is unable to sell Consumer's RIC / lease on terms of no less than par value (these approvals shall be collectively referred to as "Necessary Approvals"). Dealer's right of termination cannot be waived unless in writing. Necessary Approvals are not typically obtained at the time of delivery of the Vehicle and are beyond Dealer's control. Should Consumer take delivery of the Vehicle prior to Dealer's obtaining the Necessary Approvals, Consumer understands and acknowledges that pending the Necessary Approvals, delivery of the Vehicle to Consumer serves as a convenience to Consumer only and Consumer does not have, nor will acquire any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked at any time without cause, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Consumer. Additionally, the obtaining of the Necessary Approvals by Dealer and the complete payment by Consumer to Dealer of all moneys due at the inception of the RIC or lease serve as conditions precedent to the enforcement and validity of the RIC / lease, which shall be deemed null and void if such conditi[redacted]

Consumer: ☺ [redacted]

NEW VEHICLE

Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The only warranties applying to this Vehicle are those offered by the Manufacturer. The manufacturer's warranty is not affected by this disclaimer of warranties by Dealer. The Consumer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE

This Vehicle has been previously driven and the manufacturer warranty, if any, has been fully explained. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any Contrary provisions in the Contract of sale. Consumer acknowledges that no representation has been made by any agent of Dealer that the Vehicle has or has not ever sustained damages prior to this purchase, nor does dealer have the obligation to make any such disclosure.

Unless otherwise noted immediately below, this Vehicle is sold "as is with all faults," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of profits or income, or any other incidental damages.

CHECK IF APPROPRIATE:

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this Contract.

☐ Previously leased or rented vehicle. I acknowledge I have been advised that the vehicle I am today purchasing is a used lease or hire, previously delivered that was returned, or manufacturer buy-back.

PRICE

ACCESSORIES/OPTIONS		
		N/A
		N/A
LESS TRADE-IN ALLOWANCE AND/OR DISCOUNT		N/A
DIFFERENCE	25310.31	
Pre-delivery Fees (These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.)		N/A
DELIVERY FEES	699	50
DOCUMENTATION FEES	149	50
NEW CAR FLA WASTE TIRE FEE & LEAD ACID BATTERY FEE	6	50
USED CAR LEAD ACID BATTERY FEE	XXXXXXXX	50
SUBTOTAL	26176.71	
SALES TAX	1761.60	
LOCAL OPTION SALES TAX	75.00	
LEMON LAW-WARRANTY ENFORCEMENT ACT (New Cars Only)	2	00
FLORIDA TITLE, REGISTRATION, TAG AGENCY FEE & LICENSE FEES	150.00	
SUBTOTAL	27761.11	
BALANCE DUE ON TRADE (Consumer does grant, bargain, convey, sell, assign and transfer to Dealer all of Consumer's right, title and interest in the Trade-In described below)		N/A
TOTAL AMOUNT DUE	27761.11	
REBATE		N/A
DEPOSIT		N/A
TOTAL BALANCE DUE	[redacted]	

This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. Deposits are non-refundable.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to the agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or are related to the purchase or lease of the automobile identified in this Motor Vehicle Retail Order and the financing thereof, including the validity of this agreement. The Arbitration Agreement is made pursuant to a transaction involving interstate commerce and should be governed by the Federal Arbitration Act, 9 U.S.C. §§1, and not by state law regarding arbitration. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. State Consumer Fraud Act claims, Used Car Lemon Law claims and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action, either in arbitration or through a court action. There are no limitations on the type of claims that must be arbitrated except for new car lemon law claims, Magnusson-Moss Warranty Act claims, and small claims filed as a court action, unless such small claim is then removed, transferred or appealed to a different court. The arbitration shall be conducted in accordance with this agreement and with the Rules of JAMS Mediation (the "Rules") before a single arbitrator. If a conflict exists between the terms of this Arbitration Agreement and the Rules, then this Arbitration Agreement shall govern. The costs incurred in the arbitration process shall be shared as provided by the Rules. The arbitration shall take place in Florida at a mutually agreed upon location. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.

THIS ARBITRATION AGREEMENT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION, HAVE A JURY TRIAL, OR PURSUE YOUR CLAIM AS A CLASS ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER AND THAT I HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER IN CONNECTION WITH THIS TRANSACTION.

☺ [redacted] 01/07/2005

Consumer's Signature | Co-consumer's Signature | Sales Manager | Date

Hepworth and Reynolds HOMEPAGE 0 (05/01)

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fo request that your

case be reviewed through the program, complete the customer claim form in the *Owner's Warranty Rights Notification* booklet (found in your glove box) and mail it to:

National Center for Dispute Settlement
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to request a customer claim form, call the Toyota Customer Experience Center at (800) 331-4331. When you call, please have your vehicle identification number, the current mileage on your Toyota and the names of your selling and servicing dealerships.

California residents: Toyota offers you assistance through an arbitration program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call the Toyota Customer Experience Center at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

Important: You must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet for the requirements applicable to your state.

This information about the Dispute Settlement Programs is correct as of the date of printing. However, the programs may be changed without notice. For the most current information about the programs, call the Toyota Customer Experience Center at (800) 331-4331.

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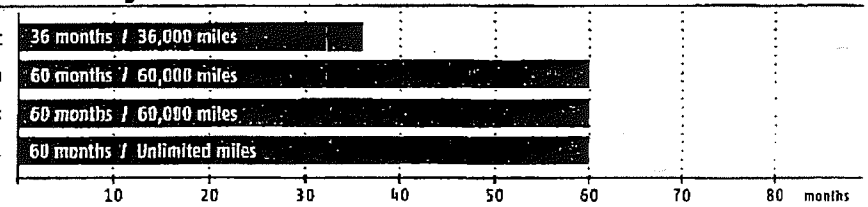
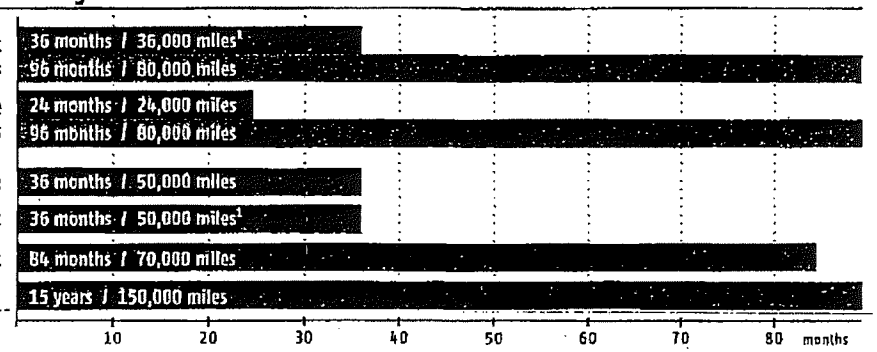
Warranty Coverages at a Glance

New Vehicle Limited Warranty



Emission Control Warranty



[1] Specific components may have longer coverage under terms of the Powertrain Warranty.
[2] Also applies to Maine, Massachusetts and Vermont vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.
[3] For Camry 4-cylinder models certified as partial zero-emission vehicles (PZEV) that are sold, registered and operated in California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island or Vermont, all emissions components are covered for 15 years or 150,000 miles, whichever occurs first, for performance and defect.

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Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. ("Toyota"), 19001 South Western Avenue, Torrance, California 90509-2991, a California corporation.

Which Vehicles Are Covered

These warranties apply to all 2006 model-year Toyota vehicles distributed by Toyota that are originally sold by an authorized dealer in the United States and normally operated or touring in the United States, U.S. territories or Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

Multiple Warranty Conditions

This booklet contains warranty terms and conditions that may vary depending on the part covered. A warranty for specific parts or systems, such as the Powertrain Warranty or Emission Performance Warranty, is governed by the coverage set forth in that warranty as well as the General Warranty Provisions.

When Warranty Begins

The warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator.

Repairs Made at No Charge

Repairs and adjustments covered by these warranties are made at no charge for parts and labor.

Parts Replacement

Any needed parts replacement will be made using new or remanufactured parts. The decision whether a part should be repaired or replaced will be made by the servicing Toyota dealership and/or Toyota. Parts scheduled to be replaced as required maintenance are warranted until their first replacement only.

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties. Some states do not allow restrictions on how long an implied warranty lasts, so this limitation may not apply to you.

Your Rights Under State Law

These warranties give you specific legal rights. You may also have other rights that vary from state to state.

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WHAT IS COVERED AND HOW LONG

Basic Warranty

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 36 months or 36,000 miles, whichever occurs first, with the exception of wheel alignment and wheel balancing, which are covered for 12 months or 20,000 miles, whichever occurs first.

Powertrain Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any component listed in the next column and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

Engine

Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, flywheel, valve covers, oil pan, oil pump, engine mounts, turbocharger housing and all internal parts, supercharger housing and all internal parts, engine control computer, water pump, fuel pump, seals and gaskets.

Transmission and Transaxle

Case and all internal parts, torque converter, clutch cover, transmission mounts, transfer case and all internal parts, engine control computer, seals and gaskets.

Front-Wheel-Drive System

Final drive housing and all internal parts, axle shafts, drive shafts, constant velocity joints, front hub and bearings, seals and gaskets.

Rear-Wheel-Drive System

Axle housing and all internal parts, propeller shafts, U-joints, axle shafts, drive shafts, bearings, supports, seals and gaskets.

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Restraint Systems Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any seatbelt or air bag system supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

For vehicles sold and registered in the state of Kansas, the warranty for seatbelts and related components is 10 years, regardless of mileage.

Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, see the section entitled "Corrosion Prevention and Appearance Care" in the *Owner's Manual.*

Towing

When your vehicle is inoperable due to failure of a warranted part, towing service to the nearest authorized Toyota dealership is covered.

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WHAT IS NOT COVERED

This warranty does not cover damage or failures resulting directly or indirectly from any of the following:

- Fire, accidents or theft
- Abuse or negligence
- Misuse – for example, racing or overloading
- Improper repairs
- Alteration or tampering, including installation of non-Genuine Toyota Accessories
- Lack of or improper maintenance, including use of fluids other than those specified in the *Owner's Manual*
- Installation of non-Genuine Toyota Parts
- Airborne chemicals, tree sap, road debris (including stone chips), rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions
- Water contamination

This warranty also does not cover the following:

Tires

Tires are covered by a separate warranty provided by the tire manufacturer. See page 26.

Normal Wear and Tear

Noise, vibration, cosmetic conditions and other deterioration caused by normal wear and tear.

Maintenance Expense

Normal maintenance services such as:

- Engine tune-ups
- Replacement of fluids and filters
- Lubrication
- Cleaning and polishing
- Replacement of spark plugs and fuses
- Replacement of worn wiper blades, brake pads/linings and clutch linings

P.11

Vehicles With Altered Odometer

Failure of a vehicle on which the odometer has been altered so that actual vehicle mileage cannot be readily determined.

Salvage or Total-Loss Vehicles

Any vehicle that has ever been issued a "salvage" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by a financial institution or insurer, such as by payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the vehicle. This exclusion does not apply to the emission control warranties.

Incidental Damages

Incidental or consequential damages associated with a vehicle failure. Such damages include but are not limited to inconvenience; the cost of transportation, telephone calls and lodging; the loss of personal or commercial property; and the loss of pay or revenue.

Disclaimer of Extra Expenses and Damages

The performance of necessary repairs and adjustments is the exclusive remedy under this warranty or any implied warranty. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle. Toyota shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this written warranty, except in states where this limitation is not allowed.

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DISPUTE RESOLUTION

If a dispute arises regarding your warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4–5. Please note that you must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet (located in your glove box) for the requirements applicable to your state.

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Satisfaction Down the Road

At Toyota, our top priority is always our customers. We know your Toyota is an important part of your life and something you depend on every day. That's why we're dedicated to building products of the highest quality and reliability.

Our excellent warranty coverage is evidence that we stand behind the quality of our vehicles. We're confident — as you should be — that your Toyota will provide you with many years of enjoyable driving.

To further demonstrate our commitment to our customers' satisfaction, occasionally we may establish a special policy adjustment to pay for specific repairs that are no longer covered by warranty. When we establish such a policy adjustment, we mail details to all applicable owners we have on record. That's why it's important to send in the card at the back of this booklet if you change your address or if you've purchased this vehicle from a previous owner.

To provide you with added protection against unexpected service costs, we offer Toyota Extra Care vehicle service agreements and Toyota Auto Care pre-paid maintenance programs. Both offer plans to meet a wide variety of needs. Your dealership can help you select the plan that's best for you.

Our goal is for every Toyota customer to enjoy outstanding quality, dependability and peace of mind throughout their ownership experience. We want you to be a satisfied member of the Toyota family for many miles to come.

This booklet describes the terms of Toyota warranty coverage as well as general owner responsibilities. A separate publication found in your glove box, the *Scheduled Maintenance Guide*, describes your vehicle's maintenance requirements. Be sure to review this publication carefully, since proper maintenance is required to ensure that warranty coverage remains intact.

All information in this booklet is the latest available at the time of publication and, with the exception of the emission control warranties, is subject to change without notice.

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- The warranty rep
- The warrantable c
- The parts needed
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Transportation Assistance

We realize that your confidence in the quality and reliability of our products was a key factor in your decision to buy a Toyota. We also know how disruptive the loss of transportation can be to your daily routine. That's why we're pleased to offer you the benefits of our Transportation Assistance Policy.

Under this policy, you are eligible for transportation assistance if your Toyota must be kept overnight for warranty-covered repairs. The policy applies when your vehicle must be kept overnight for any of the following reasons:

- The warranty repairs will take longer than one day to complete.
- The warrantable condition requires extensive diagnosis.
- The parts needed for the warranty repairs are not readily available and your vehicle is inoperative or unsafe to drive.

The policy does not apply when warranty repairs can be completed in one day but the vehicle must be kept overnight due to dealer or owner scheduling conflicts.

The Transportation Assistance Policy applies for the duration of the New Vehicle Limited Warranty. The policy applies to all 2006 model-year Toyotas sold and serviced by authorized Toyota dealerships in the mainland United States and Alaska.

For further details, please consult your Toyota dealer.

P.3

TOY-RQ-05E-00000348

If You Need Assistance

Both Toyota and your Toyota dealer are dedicated to serving your automotive needs. Your complete satisfaction is our first priority. Should you have a problem or concern – either during or after the warranty period – please take the following steps to ensure the quickest possible response:

Step 1

Discuss the situation with a dealership manager, such as the service manager or customer relations manager. In most cases, a satisfactory solution can be reached at this step.

Step 2

If the dealership does not address your concern to your satisfaction, call the Toyota Customer Experience Center at **(800) 331-4331.** If you are hearing- or speech-impaired, call (800)443-4999 (TDD).

Please have the following information ready when you call:

- Your Toyota's vehicle identification number (located on the driver's side corner of the dashboard, under the window)
- Current mileage on your vehicle
- Name of your Toyota dealership

A Toyota customer relations representative will assist you in working with the dealership to find a satisfactory solution.

Step 3

If your concern has still not been resolved to your satisfaction, Toyota offers additional assistance through the Dispute Settlement Program, a dispute resolution program administered by the National Center for Dispute Settlement. The purpose of the Dispute Settlement Program is to resolve disputes through arbitration – a process by which two parties authorize an independent third party to hear and resolve a dispute. The program is informal and free of charge. To request that your case be reviewed through th
form in the *Owner's Warran*
glove box) and mail it to:

National Center for Disput
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to request
Customer Experience Center
have your vehicle identificat
Toyota and the names of yo

California residents: Toyot
program called the Californi
chure about the program is
mation, call the Toyota Cust
You may also contact the CD
the CDSP may affect your rig
Laws."

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	INVOICE NO. TOCS162119	
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO	MILEAGE 560	COLOR 7	STOCK NO.	
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	RO DATE 09/26/05		
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS		MO: 568	

LABOR

J# 1 60TOZ INTERIOR TRIM HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51TOZ05 HEADLIGHTS HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES TRANS HOOGS CHANGE GEARS LOW SPEEDS
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11TOZ01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES VEH SURGES ON ACCEL FROM STOP WHILE IN TRAFFIC
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51TOZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Reynolds and Reynolds ERA/ITS/HC CC631188 Q (04/04)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO 6976	INVOICE DATE 10/21/05	INVOICE NO. TOCS163777
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO. / MILEAGE 930		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/13/05	REPRINT# 1
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS		MO: 935

LABOR

J# 1 61TOZ EXTERIOR TRIM HOURS: 1.00 TECH(S):727 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51TOZ BODY ELECTRICAL HOURS: 0.50 TECH(S):345 WARRANTY
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
TECH RECALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51TOZ01 BODY ELECT CONCERN HOURS: 0.30 TECH(S):345 WARRANTY
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
TECH CONFIRMED RT REAR SEAT BELT WOULD NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 51TOZ12 WIPER/WASHER HOURS: 0.10 TECH(S):345 WARRANTY
C/STATES DRIVERS WIPER WONT CLEAN WATER & SMEARS
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09TOZ01 FUEL SYSTEM CONCERN HOURS: TECH(S):345 INTERNAL
CUST STATES VEH ONLY GETS 20 MILES PER GALLON
TECH INSPECTED ENG DATA, ALL WITHIN SPECS

J# 6 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):345 WARRANTY
CUSTOMER STATES VEHICLE TRANS PAUSES/SURGES DOESNT SHIFT SMOOTHLY ESPECIALLY WHEN RANKING
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED TO VEHICLE U078575 FROM LOT BOTH VEHICLES PERFORED IN LIKE MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER.		WARRANTY

TOTAL - PARTS 0.00

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

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Reputable and Reputable CRAFTSMAN CORPORATION (9/05)

 [CONTINUED ON NEXT PAGE]

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

scion
www.scionoftallahassee.com

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
117690	DONALD ENGLAND 3026	6976	10/21/05	TOCS163777

[redacted]
TALLAHASSEE, FL [redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		930	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
06/TOYOTA/AVALON		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 T 1 B K 3 6 B X 6 U [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE	
		10/13/05	REPRINT# 1

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
644-2770		MO: 935

TOTALS

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*************************************************
*                                               *
* [ ] CASH    [ ] CHECK    CK NO. [        ]    *
*                                               *
* [ ] VISA    [ ] MASTERCARD    [ ] DISCOVER    *
*                                               *
* [ ] AMER XPRESS    [ ] OTHER    [ ] CHARGE    *
*                                               *
*************************************************
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TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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Reynolds and Reynolds ERANTSI4E CC631-09 Q (04/04)

 CUSTOMER COPY [END OF INVOICE] 11:24am

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,254	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.	R.O. DATE 11/01/05	
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS		MO: 1254

LABOR

J# 1 60TOZ01 INT TRIM CONCERN HOURS TECH(S) 3002 INTERNAL

CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS, VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS----------

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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Reynolds and Reynolds, BRAUNTSI14E CC0031459 Q (04/03)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
117690	DONALD ENGLAND 3026	8954	12/08/05	TOCS165201

[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,186	COLOR /
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE / DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO. / PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 10/29/05
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS	MO: 1186

LABOR

J# 1 51TOZ01 BODY ELECT CONCERN HOURS: TECH(S):3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95TOZ BODY REFINISH HOURS: TECH(S):3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 1 1 00258-008R5 PAINT BLUE INTERNAL
TOTAL - PARTS 0.00

G.O.G. & SUPPLIES----------
JOB # 2 1.0 PAINT AND MATERIALS @ /UNIT INTERNAL
TOTAL - GOG 0.00

TOTALS----------

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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Reprinted and Resonable EDMINTSINE CC031499 G (9/99)

TOYOTA

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
800 331-4331
310 468-7814 Fax

Dear Toyota Customer:

We are sorry that you were unhappy with the decision regarding your vehicle. Since we value you as our customer, we want to make every effort to ensure that you are given the opportunity to voice your concern. To do this, Toyota is offering additional assistance to you through a dispute settlement process administered by the National Center for Dispute Settlement (NCDS).

This service is available to you at no charge. Toyota is committed to accept and abide by the arbitration decision. However, you are not obligated to accept it and may pursue other courses of action. From the time NCDS receives your information, your dispute should be resolved within 40 days.

Should you decide to use this service, please complete the enclosed Customer Claim Form and return it in the self-addressed envelope to NCDS. Please include the following information:

- Vehicle year, make, model, Vehicle Identification Number (VIN—a 17-digit number located on top of the dash on the driver's side), mileage and date of purchase;
- Documents supporting amounts requested for reimbursement (if applicable);
- Copies of all available repair orders, receipts and your vehicle service history; and
- Copy of your vehicle registration.

Inclusion of all requested information will expedite this process. Upon receipt of your complaint, NCDS will contact you regarding the status of your case and supply you with additional details about the program.

We hope we can resolve our differences in a fair and equitable manner.

Sincerely,

TOYOTA CUSTOMER RELATIONS

Enclosure: NCDS Brochure

TOYOTA

Southeast Toyota Distributors, LLC
Parts and Service Support
201 Jim Moran Boulevard
Deerfield Beach, Florida 33442
(954) 429-2000

7003 3110 0005 0218 8636
7003 3110 0005 0219 9069
Mitchell
Cust

January 31, 2006

Mr. Curt Mitchell
1915 N. Dale Mabry Hwy
Suite 303
Tampa, FL 33607

RE: Motor Vehicle Defect Notification

Dear Mr. Mitchell:

This letter will confirm the receipt of [redacted] Motor Vehicle Defect Notification and that we were in contact with her on January 31, 2006 in accordance to Florida State Lemon Law.

During a phone conversation with [redacted] on January 31, 2006, I requested that her vehicle be made available for a final repair attempt at Legacy Toyota of Tallahassee on February 13, 2006. [redacted] agreed to the date, but asked me to inform you. However, you told us to disregard the notice of defect your client filed. You continued that your intention is to go forward with the arbitration process and then file suit against Toyota. Therefore, per your request, we are canceling the above referred final repair attempt.

Please be advised that in the event that your client decides to pursue Lemon Law in the future, Toyota will not waive the manufacturer's right to a final repair attempt in accordance with Florida State Lemon Law guidelines.

If this letter does not conform to your understanding of our conversation today, contact me immediately at (954) 420-4741.

Sincerely,

Craig Elias
Customer Loyalty Specialist

/CE

TOYOTA

Southeast Toyota Distributors, LLC
Parts and Service Support
201 Jim Moran Boulevard
Deerfield Beach, Florida 33442
(954) 429-2000

January 31, 2006

[redacted]
Tallahassee, FL [redacted]

RE: Motor Vehicle Defect Notification

Dear [redacted]

This letter will confirm the receipt of your Motor Vehicle Defect Notification and that we were in contact with you on January 31, 2006 in accordance to Florida State Lemon Law.

During our conversation on January 31, 2006, I requested that your vehicle be made available for your final repair attempt at Legacy Toyota of Tallahassee on February 13, 2006. However, your attorney, Mr. Curt Mitchell, told us to disregard the notice of defect you filed. He continued that his intention is to go forward with arbitration and then file a suit against Toyota. Therefore, we are canceling the Final Repair Attempt.

Please be advised that in the event that you decide to pursue Lemon Law in the future, Toyota will not waive the manufacturer's right to a final repair attempt in accordance with Florida State Lemon Law guidelines.

[redacted], we are genuinely sorry for any inconvenience this situation may have caused you, and thank you for allowing us the opportunity to keep you a satisfied Toyota owner.

Sincerely,

Craig Elias
Customer Loyalty Specialist

/CE

TOYOTA

Southeast Toyota Distributors, LLC
Parts and Service Support
201 Jim Moran Boulevard
Deerfield Beach, Florida 33442
(954) 429-2000

January 31, 2006

[redacted]
Tallahassee, FL[redacted]

RE: Motor Vehicle Defect Notification

Dear [redacted]

This letter will confirm the receipt of your Motor Vehicle Defect Notification and that we were in contact with you on January 31, 2006 in accordance to Florida State Lemon Law.

During our conversation on January 31, 2006, I requested that your vehicle be made available for your final repair attempt at Legacy Toyota of Tallahassee on February 13, 2006. We have arranged to have a representative from Toyota present during the final repair attempt. Please ask for Service Manager Rob Sloan when you arrive at the dealership. Legacy Toyota of Tallahassee is located at:

3705 West Tennessee Street
Tallahassee, FL 32304

[redacted]we are genuinely sorry for any inconvenience this situation may have caused you, and thank you for allowing us the opportunity to keep you a satisfied Toyota owner.

Sincerely,

Craig Elias
Customer Loyalty Specialist

/CE

TOYOTA

Toyota Motor Sales, U.S.A., Inc.
19001 South Western Avenue
Torrance, CA 90501
800 331-4331
310 468-7814 Fax

Dear Toyota Customer:

We are sorry that you were unhappy with the decision regarding your vehicle. Since we value you as our customer, we want to make every effort to ensure that you are given the opportunity to voice your concern. To do this, Toyota is offering additional assistance to you through a dispute settlement process administered by the National Center for Dispute Settlement (NCDS).

This service is available to you at no charge. Toyota is committed to accept and abide by the arbitration decision. However, you are not obligated to accept it and may pursue other courses of action. From the time NCDS receives your information, your dispute should be resolved within 40 days.

Should you decide to use this service, please complete the enclosed Customer Claim Form and return it in the self-addressed envelope to NCDS. Please include the following information:

- Vehicle year, make, model, Vehicle Identification Number (VIN—a 17-digit number located on top of the dash on the driver's side), mileage and date of purchase;
- Documents supporting amounts requested for reimbursement (if applicable);
- Copies of all available repair orders, receipts and your vehicle service history; and
- Copy of your vehicle registration.

Inclusion of all requested information will expedite this process. Upon receipt of your complaint, NCDS will contact you regarding the status of your case and supply you with additional details about the program.

We hope we can resolve our differences in a fair and equitable manner.

Sincerely,

TOYOTA CUSTOMER RELATIONS

Enclosure: NCDS Brochure

TOYOTA

Southeast Toyota Distributors, LLC
Parts and Service Support
201 Jim Moran Boulevard
Deerfield Beach, Florida 33442
(954) 429-2000

7003 3110 0005 0218 8636
7003 3110 0005 0219 9069

Mitchell
Cust

January 31, 2006

Mr. Curt Mitchell
1915 N. Dale Mabry Hwy
Suite 303
Tampa, FL 33607

RE: Motor Vehicle Defect Notification

Dear Mr. Mitchell:

This letter will confirm the receipt of [redacted] Motor Vehicle Defect Notification and that we were in contact with her on January 31, 2006 in accordance to Florida State Lemon Law.

During a phone conversation with [redacted] on January 31, 2006, I requested that her vehicle be made available for a final repair attempt at Legacy Toyota of Tallahassee on February 13, 2006. [redacted] agreed to the date, but asked me to inform you. However, you told us to disregard the notice of defect your client filed. You continued that your intention is to go forward with the arbitration process and then file suit against Toyota. Therefore, per your request, we are canceling the above referred final repair attempt.

Please be advised that in the event that your client decides to pursue Lemon Law in the future, Toyota will not waive the manufacturer's right to a final repair attempt in accordance with Florida State Lemon Law guidelines.

If this letter does not conform to your understanding of our conversation today, contact me immediately at (954) 420-4741.

Sincerely,

Craig Elias
Customer Loyalty Specialist

/CE

TOYOTA

Southeast Toyota Distributors, LLC
Parts and Service Support
201 Jim Moran Boulevard
Deerfield Beach, Florida 33442
(954) 429-2000

January 31, 2006

[redacted]
Tallahassee, FL [redacted]

RE: Motor Vehicle Defect Notification

Dear [redacted]

This letter will confirm the receipt of your Motor Vehicle Defect Notification and that we were in contact with you on January 31, 2006 in accordance to Florida State Lemon Law.

During our conversation on January 31, 2006, I requested that your vehicle be made available for your final repair attempt at Legacy Toyota of Tallahassee on February 13, 2006. However, your attorney, Mr. Curt Mitchell, told us to disregard the notice of defect you filed. He continued that his intention is to go forward with arbitration and then file a suit against Toyota. Therefore, we are canceling the Final Repair Attempt.

Please be advised that in the event that you decide to pursue Lemon Law in the future, Toyota will not waive the manufacturer's right to a final repair attempt in accordance with Florida State Lemon Law guidelines.

[redacted] we are genuinely sorry for any inconvenience this situation may have caused you, and thank you for allowing us the opportunity to keep you a satisfied Toyota owner.

Sincerely,

Craig Elias
Customer Loyalty Specialist

/CE

TOYOTA

Southeast Toyota Distributors, LLC
Parts and Service Support
201 Jim Moran Boulevard
Deerfield Beach, Florida 33442
(954) 429-2000

January 31, 2006

[redacted]
Tallahassee, FL [redacted]

RE: Motor Vehicle Defect Notification

Dear [redacted]:

This letter will confirm the receipt of your Motor Vehicle Defect Notification and that we were in contact with you on January 31, 2006 in accordance to Florida State Lemon Law.

During our conversation on January 31, 2006, I requested that your vehicle be made available for your final repair attempt at Legacy Toyota of Tallahassee on February 13, 2006. We have arranged to have a representative from Toyota present during the final repair attempt. Please ask for Service Manager Rob Sloan when you arrive at the dealership. Legacy Toyota of Tallahassee is located at:

3705 West Tennessee Street
Tallahassee, FL 32304

[redacted], we are genuinely sorry for any inconvenience this situation may have caused you, and thank you for allowing us the opportunity to keep you a satisfied Toyota owner.

Sincerely,

Craig Elias
Customer Loyalty Specialist

/CE

CONSUMER LEGAL SERVICES, P.C.

A PRIVATE LAW FIRM

-ATTORNEYS AND COUNSELORS-

www.LemonAuto.com

Aldo Bolliger
Kurt Mitchell
Richard Denno[1]
Christopher M. Lovasz[2]
Steven S. Toth[2]
Ronald J. Bolz[2]
Mark P. Romano[2]
Steven G. Stancroff[3]
1 - Licensed only in FL & MI
2 - Licensed only in MI & WI
3 - Licensed only in MI

1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607
(813) 870-2525 – Phone
(813) 870-2524 - Fax

February 7, 2006

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

RE: [redacted] **2006 Toyota Avalon**

To whom it may concern;

Enclosed please find the customer claim form. In addition, let this letter serve as notice [redacted] is a client of Consumer Legal Services, P.C., 1915 N. Dale Mabry Highway, Suite 303 Tampa, FL 33607. [redacted] does not wanted to be contacted by anyone concerning this matter. All communication or correspondence with [redacted] be directed to Consumer Legal Services, P.C. at the above address.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

James Mayer
Legal Assistant for Kurt Mitchell, Esq.

Enclosures:
Customer claim form
repair orders

Audixed DOM With Information

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the Arbitration Between

[redacted]

("Customer(s)")

and

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

DECISION

Case # 5006075

A Three-Person Board, consisting of Chris Lusk, Susan C. Legear and John Ross was appointed pursuant to NCDS rules as Arbitrators to determine disputes, which had arisen between the Customer(s), [redacted] and Toyota regarding a 2006 Avalon.

By a letter dated February 27, 2006, the Board advised the parties that a hearing based solely on documents would be conducted on March 28, 2006.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on February 21, 2006, and may be summarized as follows:

The Customer states that the vehicle surges on acceleration from a stop, the transmission has a rough gear change in low speeds, the front passenger seat air bag is not working properly, the right rear seat belt will not lock on hard braking. The Customer would like a repurchase or a replacement vehicle.

SUMMARY OF PRESENTATION:

According to the "Customer Claim Form" received by NCDS on February 21, 2006 the Customer purchased a 2006 Toyota Avalon on July 17, 2005. The vehicle currently has over 1,254 miles on the odometer.

In addition to the petition for arbitration, the Customer's Attorney submitted repair orders, a copy of the Bill of Sale, a copy of the registration and a letter from the Customer's Attorney.

The Customer states that the vehicle surges on acceleration from a stop, the transmission has a rough gear change in low speeds, the front passenger seat air bag is not working properly, and the right rear seat belt will not lock on hard braking. The Customer would like a repurchase or a replacement vehicle.

Toyota submitted a Manufacturer Response Form, which stated that according to the Legacy Toyota Service Department, the vehicle is currently operating as designed. On the Customer's October 13, 2005, service visit, the Customer's vehicle was compared to another like vehicle and it was determined that all function on both vehicles performed normally and in a like manner.

The Customer's Attorney submitted another letter with additional information. He also attached more copied of documents and repair orders.

Toyota submitted a letter with additional information.

DECISION:

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

The Customer's request for a repurchase or a replacement vehicle, plus incidental damages and Attorney's fees is hereby DENIED.

We have reached this conclusion because the Customer did not prove a Manufacturer's defect.

Further, this Board does not have the jurisdiction to rule on incidental damages and Attorney's fees.

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

3-28-06	
Date	Chris Lusk
3-28-06	
Date	Susan C. Legear
3-28-06	
Date	John Ross

NCDS

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

March 31, 2006

[redacted]
Tallahasee, FL [redacted]

Toyota Motor Sales, U.S.A., Inc.
Southeast Toyota Distributors, Llc
201 Nw 12Th Avenue
Deerfield Beach, FL 33442

RE: CASE # 5006075
RE: Your Client: [redacted]

Dear Parties:

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

Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has twenty (20) days from the date of this letter for NCDS to receive the "Acceptance of Decision" form. The form should be mailed to: National Center for Dispute Settlement, P. O. Box 561109, Dallas, Texas 75356-1109.

You may reject this decision and, if eligible, you may pursue arbitration with the Florida New Motor Vehicle Arbitration Board, administered by the Office of the Attorney General. To obtain information about eligibility for the state-run arbitration program, you should contact the Division of Consumer Services' Lemon Law Hotline at 1-800-321-5366. PLEASE BE ADVISED that section 681.109(4)F.S., provided that you must file the Request for Arbitration no later than sixty (60) days after the expiration of the Lemon law Rights period, or within thirty (30) days after the final action of the Certified Dispute Settlement procedure, whichever date occurs later.

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

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

Sincerely,

Chin Han
Case Administrator

Enclosures: as noted

Where interests converge, agreements emerge

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

DATE: March 31, 2006

CUSTOMER: [redacted]

CASE #: 5006075

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

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

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

I ACCEPT THE DECISION ( )

I DO NOT ACCEPT THE DECISION ( )

SIGNED: _____

DATE: _____

Where interests converge, agreements emerge

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

February 27, 2006

Mr. Kurt Mitchell
1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607

Toyota Motor Sales, U.S.A., Inc.
Southeast Toyota Distributors, LLC
201 Nw 12Th Avenue
Deerfield Beach, FL 33442

RE: CASE # 5006075

Dear Parties:

The above referenced case has been placed on the agenda for review of the Board's meeting on **March 28, 2006**, based solely on documents. If a decision is not rendered at this meeting, your case will be placed on the agenda for their following meeting.

If either party has any further documentation, including ALL SERVICE RECORDS, it must be received by NCDS no later than **March 21, 2006**, in order to be considered by the Board.

Finally, the Board may decide to have your vehicle inspected by an ASE Independent Technical Inspector, if so, he will be contacting you shortly to arrange for the inspection. In the event the Customer does not want the vehicle inspected, please put into writing to NCDS the specific reasons why within five (5) days of receipt of this letter.

Sincerely,

Chin Han
Case Administrator

cc: Board Members

Where interests converge, agreements emerge

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

February 27, 2006

Mr. Kurt Mitchell
1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607

RE: CASE # 5006075

Dear Mr. Kurt Mitchell:

This will confirm our telephone conversation in which you selected submission of your dispute to the "documents-only" Toyota Dispute Settlement Program administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have assigned your case to a regional three member Board, which will review your documents as well as those submitted by Toyota at its next scheduled hearing. The Board may decide to have your vehicle inspected by an Independent ASE Technical Inspector, who will contact you to arrange for the inspection.

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

While the "documents only" process is not a "Lemon Law" proceeding, the Board will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, to the Board prior to the hearing.

You may be contacted by NCDS prior to the hearing date in an attempt to help you and Toyota reach voluntary agreements to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, and may prove to be beneficial in resolving or narrowing your dispute and will not, in any event, preclude you from exercising you rights under the arbitration process.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS at 888-300-NCDS (6237).

Sincerely,

Chin Han
Case Administrator

Enclosures: as noted

cc: Southeast Toyota Distributors, LLC
Board Members

Where interests converge, agreements emerge

2006 Avalon and Its Many Problems

[redacted]

Tallahassee, Fl [redacted]

10-12-05

1. When you are going slowly, say going from 0-30 mph in a subdivision, it is still very noticeable when the car changes gears.

2. When you are stopped and want to start up just a little bit to ease forward, say when you're in bumper to bumper traffic, the transmission will pause and then surge forward. It also does this when you slow down to turn a corner and then press the gas pedal to speed back up again. Lately, it has also seemed like it's missing a gear and revving up before actually going forward. (Found engine hesitation forum online at edmunds.com discussing how only some other Toyota owners also experience this although Toyota doesn't acknowledge that the problem even exists.)

3. Flowers from a bush or crape myrtle fell on the hood of the car. I washed them off immediately upon arriving home with Armoral car wash and the dirt came off but little yellow stains were left all over the hood. I then used the Toyoguard sealant cleaner that came with the car with a clean cloth and the stains faded but didn't come off. My husband also cleaned it with a liquid wax and the stains didn't come off. The hood still has little yellow stains on it.

4. The sensor for the airbag in the passenger's seat isn't working correctly. My older son who weighs 108 pounds was riding up front wearing his seatbelt and it said "airbag OFF." He moved around put all of his weight in the seat but it never changed. He was sitting properly in the seat with his feet on the floor and his back against the back of the seat. It came on the next time he rode up front. My 74 pound son also tried sitting in the front seat but the sensor says "airbag off" every time we try it. The owner's manual doesn't say at what weight the sensors believe you to be an adult so it will turn on the airbags. I've been told by a Toyota salesman that it's supposed to turn on at 60 pounds. This is a dangerous sensor to have a problem with.

5. I was parked in a parking lot that is slightly downward towards the curb so the water will run off properly. I put the car in reverse and it surged forward! Scared me half to death. I looked down quickly to make sure I hadn't accidentally put it in drive but no, it was in reverse. When I pushed the gas peddle, it paused and then surged back quickly, causing more concern.

6. I was traveling 45 mph on a main road in town when some crazy person turned directly in front of me. I slammed on the brakes and laid on the horn and they actually worked very well in stopping the car and averting a major accident. Unfortunately, we found out that the back seat belts did not keep my 11-year old son in the seat. What stopped my son from flying forward was his head bumping the back of the passenger seat. This is NOT acceptable!

7. The front seatbelt latches get stuck between the seat and the wall of the car when they are not being used so they are hard to get to when you want to buckle your seatbelt.

The driver's side windshield wiper doesn't clear the water from the windshield when you use it. It just smears it around so you can't see out.

9. With my first tank of gas, driven mainly on the interstate, the car only got 27.9 miles per gallon. The computer said it got 29.9. With my second tank of gas, driven only in the city, the car only got 20 mpg although the computer said that it was getting 22.1. According to the window sticker, the car should be getting 22 mpg in the city and 31 on the highway.

CONSUMER LEGAL SERVICES, P.C.

A PRIVATE LAW FIRM

-ATTORNEYS AND COUNSELORS-

www.LemonAuto.com

Aldo Bolliger
Kurt Mitchell
Richard Denno[1]
Christopher M. Lovasz[2]
Steven S. Toth[2]
Ronald J. Bolz[3]
Mark P. Romano[2]
Steven G. Stancroff[3]
1 - Licensed only in FL & MI
2 - Licensed only in MI & WI
3 - Licensed only in MI

1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607
(813) 870-2525 – Phone
(813) 870-2524 - Fax

February 7, 2006

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

RE: [redacted] **2006 Toyota Avalon**

To whom it may concern;

Enclosed please find the customer claim form. In addition, let this letter serve as notice Ms. [redacted] is a client of Consumer Legal Services, P.C., 1915 N. Dale Mabry Highway, Suite 303 Tampa, FL 33607. [redacted] does not wanted to be contacted by anyone concerning this matter. All communication or correspondence with [redacted] be directed to Consumer Legal Services, P.C. at the above address.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

James Mayer

James Mayer
Legal Assistant for Kurt Mitchell, Esq.

Enclosures:
Customer claim form
repair orders

Audixed DOM With Information

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the
Arbitration Between

[redacted]
("Customer(s)")

and

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

DECISION
Case # 5006075

A Three-Person Board, consisting of Chris Lusk, Susan C. Legear and John Ross was appointed pursuant to NCDS rules as Arbitrators to determine disputes, which had arisen between the Customer(s), [redacted] and Toyota regarding a 2006 Avalon.

By a letter dated February 27, 2006, the Board advised the parties that a hearing based solely on documents would be conducted on March 28, 2006.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on February 21, 2006, and may be summarized as follows:

The Customer states that the vehicle surges on acceleration from a stop, the transmission has a rough gear change in low speeds, the front passenger seat air bag is not working properly, the right rear seat belt will not lock on hard braking. The Customer would like a repurchase or a replacement vehicle.

SUMMARY OF PRESENTATION:

According to the "Customer Claim Form" received by NCDS on February 21, 2006 the Customer purchased a 2006 Toyota Avalon on July 17, 2005. The vehicle currently has over 1,254 miles on the odometer.

In addition to the petition for arbitration, the Customer's Attorney submitted repair orders, a copy of the Bill of Sale, a copy of the registration and a letter from the Customer's Attorney.

The Customer states that the vehicle surges on acceleration from a stop, the transmission has a rough gear change in low speeds, the front passenger seat air bag is not working properly, and the right rear seat belt will not lock on hard braking. The Customer would like a repurchase or a replacement vehicle.

Toyota submitted a Manufacturer Response Form, which stated that according to the Legacy Toyota Service Department, the vehicle is currently operating as designed. On the Customer's October 13, 2005, service visit, the Customer's vehicle was compared to another like vehicle and it was determined that all function on both vehicles performed normally and in a like manner.

The Customer's Attorney submitted another letter with additional information. He also attached more copied of documents and repair orders.

Toyota submitted a letter with additional information.

DECISION:

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

The Customer's request for a repurchase or a replacement vehicle, plus incidental damages and Attorney's fees is hereby DENIED.

We have reached this conclusion because the Customer did not prove a Manufacturer's defect.

Further, this Board does not have the jurisdiction to rule on incidental damages and Attorney's fees.

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

3-28-06
Date

Chris Lusk

3-28-06
Date

Susan C. Legear

3-28-06
Date

John Ross

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

March 31, 2006

[redacted]
Tallahasee, FL[redacted]

Toyota Motor Sales, U.S.A., Inc.
Southeast Toyota Distributors, Llc
201 Nw 12Th Avenue
Deerfield Beach, FL 33442

RE: CASE # 5006075
RE: Your Client: [redacted]

Dear Parties:

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

Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has twenty (20) days from the date of this letter for NCDS to receive the "Acceptance of Decision" form. The form should be mailed to: National Center for Dispute Settlement, P. O. Box 561109, Dallas, Texas 75356-1109.

You may reject this decision and, if eligible, you may pursue arbitration with the Florida New Motor Vehicle Arbitration Board, administered by the Office of the Attorney General. To obtain information about eligibility for the state-run arbitration program, you should contact the Division of Consumer Services' Lemon Law Hotline at 1-800-321-5366. PLEASE BE ADVISED that section 681.109(4)F.S., provided that you must file the Request for Arbitration no later than sixty (60) days after the expiration of the Lemon law Rights period, or within thirty (30) days after the final action of the Certified Dispute Settlement procedure, whichever date occurs later.

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

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

Sincerely,

Chin Han
Case Administrator

Enclosures: as noted

Where interests converge, agreements emerge

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

DATE: March 31, 2006

CUSTOMER: [redacted]

CASE #: 5006075

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

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

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

I ACCEPT THE DECISION ( )

I DO NOT ACCEPT THE DECISION ( )

SIGNED: _____

DATE: _____

Where interests converge, agreements emerge

NCDS

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

February 27, 2006

Mr. Kurt Mitchell
1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607

Toyota Motor Sales, U.S.A., Inc.
Southeast Toyota Distributors, LLC
201 Nw 12Th Avenue
Deerfield Beach, FL 33442

RE: CASE # 5006075

Dear Parties:

The above referenced case has been placed on the agenda for review of the Board's meeting on **March 28, 2006**, based solely on documents. If a decision is not rendered at this meeting, your case will be placed on the agenda for their following meeting.

If either party has any further documentation, including ALL SERVICE RECORDS, it must be received by NCDS no later than **March 21, 2006**, in order to be considered by the Board.

Finally, the Board may decide to have your vehicle inspected by an ASE Independent Technical Inspector, if so, he will be contacting you shortly to arrange for the inspection. In the event the Customer does not want the vehicle inspected, please put into writing to NCDS the specific reasons why within five (5) days of receipt of this letter.

Sincerely,

Chin Han
Case Administrator

cc: Board Members

Where interests converge, agreements emerge

2006 Avalon and Its Many Problems

[redacted]

Tallahassee, FL [redacted]

10-12-05

1. When you are going slowly, say going from 0-30 mph in a subdivision, it is still very noticeable when the car changes gears.

2. When you are stopped and want to start up just a little bit to ease forward, say when you're in bumper to bumper traffic, the transmission will pause and then surge forward. It also does this when you slow down to turn a corner and then press the gas pedal to speed back up again. Lately, it has also seemed like it's missing a gear and revving up before actually going forward. (Found engine hesitation forum online at edmunds.com discussing how only some other Toyota owners also experience this although Toyota doesn't acknowledge that the problem even exists.)

3. Flowers from a bush or crape myrtle fell on the hood of the car. I washed them off immediately upon arriving home with Armoral car wash and the dirt came off but little yellow stains were left all over the hood. I then used the Toyoguard sealant cleaner that came with the car with a clean cloth and the stains faded but didn't come off. My husband also cleaned it with a liquid wax and the stains didn't come off. The hood still has little yellow stains on it.

4. The sensor for the airbag in the passenger's seat isn't working correctly. My older son who weighs 108 pounds was riding up front wearing his seatbelt and it said "airbag OFF." He moved around put all of his weight in the seat but it never changed. He was sitting properly in the seat with his feet on the floor and his back against the back of the seat. It came on the next time he rode up front. My 74 pound son also tried sitting in the front seat but the sensor says "airbag off" every time we try it. The owner's manual doesn't say at what weight the sensors believe you to be an adult so it will turn on the airbags. I've been told by a Toyota salesman that it's supposed to turn on at 60 pounds. This is a dangerous sensor to have a problem with.

5. I was parked in a parking lot that is slightly downward towards the curb so the water will run off properly. I put the car in reverse and it surged forward! Scared me half to death. I looked down quickly to make sure I hadn't accidentally put it in drive but no, it was in reverse. When I pushed the gas peddle, it paused and then surged back quickly, causing more concern.

6. I was traveling 45 mph on a main road in town when some crazy person turned directly in front of me. I slammed on the brakes and laid on the horn and they actually worked very well in stopping the car and averting a major accident. Unfortunately, we found out that the back seat belts did not keep my 11-year old son in the seat. What stopped my son from flying forward was his head bumping the back of the passenger seat. This is NOT acceptable!

7. The front seatbelt latches get stuck between the seat and the wall of the car when they are not being used so they are hard to get to when you want to buckle your seatbelt.

The driver's side windshield wiper doesn't clear the water from the windshield when you use it. It just smears it around so you can't see out.

9. With my first tank of gas, driven mainly on the interstate, the car only got 27.9 miles per gallon. The computer said it got 29.9. With my second tank of gas, driven only in the city, the car only got 20 mpg although the computer said that it was getting 22.1. According to the window sticker, the car should be getting 22 mpg in the city and 31 on the highway.

INVOICE

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MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254		INVOICE DATE 09/26/05	INVOICE NO. 10CS162119
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 560	COLOR 7	STOCK NO.
TALLAHASSEE, FL 32312	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4 T 1 B K 3 6 B X 6 U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		PROMISE 09/26/05	
REGISTRATION 6244 29970	BUSINESS PHONE	COMMENTS			MO: 568

LABOR

J# 1 60TOZ INTERIOR TRIM HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51TOZ05 HEADLIGHTS HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES TRANS ROUGH CHANGE GEARS LOW SPEEDS
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11TOZ01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES VEH SURGES ON ACCEL FROM STOP WHILE IN TRAFFIC
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51TOZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Reprinted and Reprinted, 07/04/2005 HC CCAT-UM CS (MASS)

INVOICE

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www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	DIG NO. 6976		INVOICE DATE 10/21/05	INVOICE NO. TOCS163777
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE	LICENSE NO.	MILEAGE 930	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 10/13/05	REPRINT# 1
RESPONSE PHONE 644-2770	BUSINESS PHONE	COMMENTS			MO: 935

LABOR

J# 1 61TOZ EXTERIOR TRIM HOURS: 1.00 TECH(S):727 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51TOZ BODY ELECTRICAL HOURS: 0.50 TECH(S):345 WARRANTY
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
TECH RECALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51TOZ01 BODY ELECT CONCERN HOURS: 0.30 TECH(S):345 WARRANTY
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
TECH CONFIRMED RT REAR SEAT BELT WOULD NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 51TOZ12 WIPER/WASHER HOURS: 0.10 TECH(S):345 WARRANTY
C/STATES DRIVERS WIPER WONT CLEAN WATER / SMEARS
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09TOZ01 FUEL SYSTEM CONCERN HOURS: TECH(S):345 INTERNAL
CUST STATES VEH ONLY GETS 20 MILES PER GALLON
TECH INSPECTED ENG DATA. ALL WITHIN SPECS

J# 6 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):345 WARRANTY
CUSTOMER STATES VEHICLE TRANS PAUSES/SURGES DOESNT SHIFT
SMOOTHLY ESPECIALLY IN PARKING LOTS.
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED
TO VEHICLE U078575 FROM LOT BOTH VEHICLES PERFORED IN LIKE
MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER
AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER,		WARRANTY

TOTAL - PARTS 0.00

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Repaired and Repaired CRA0170148 (05/01/05 U 01/01)

 [CONTINUED ON NEXT PAGE] 11:24am

INVOICE

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3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO 117690	ADVISOR DONALD ENGLAND 3026		TAG NO. 6976	INVOICE DATE 10/21/05	INVOICE NO. TOCS163777
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 930	COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4 T 1 B K 3 6 B X 6 U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 10/13/05	REPRINT# 1
RESIDENCE PHONE 644-2770 / BUSINESS PHONE	COMMENTS				MO: 935

TOTALS

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*****************************************************
*                                                   *
* [ ] CASH    [ ] CHECK    CK NO. [        ]        *
*                                                   *
* [ ] VISA    [ ] MASTERCARD    [ ] DISCOVER        *
*                                                   *
* [ ] AMER XPRESS    [ ] OTHER    [ ] CHARGE        *
*                                                   *
*****************************************************
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TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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Reynolds and Reynolds ERA/ITSHAE CCA31409 O (04/04)

 CUSTOMER COPY [END OF INVOICE] 11:24am

TMS 0429

INVOICE

LEGACY TOYOTA
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TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO. / MILEAGE 1,254		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4 T 1 B K 3 6 B X 6 U [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO. / P.O. NO.		R.O. DATE 11/01/05	
RESIDENCE PHONE 644-2770 / BUSINESS PHONE	COMMENTS			

MO: 1254

LABOR
J# 1 60T0Z01 INT TRIM CONCERN HOURS TECH(S) 3002 INTERNAL
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME. WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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 CUSTOMER COPY [END OF INVOICE] 10:35am

TMS 0430

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MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 12/08/05	INVOICE NO. TOCS165201	
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,186	COLOR /	STOCK NO.	
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/29/05		
644-2770	BUSINESS PHONE	COMMENTS			

MO: 1186

LABOR

J# 1 51T0Z01 BODY ELECT CONCERN HOURS: TECH(S):3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95T0Z BODY REFINISH HOURS: TECH(S):3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	00258-008R5	PAINT BLUE		INTERNAL
			TOTAL - PARTS		0.00

G.O.G. & SUPPLIES

JOB # 2	1.0	PAINT AND MATERIALS	@	/UNIT	INTERNAL
				TOTAL - GOG	0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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Hayneedle and Reynolds ITAUTB1H1 CC031400 0 (RHH)

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 10:35am

TMS 0431

TOIS165450

3705 WEST TENNESSEE STREET

TALLAHASSEE, FLORIDA 32304
(850) 575-0166
MV-47590

TOIS165450

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
117690	DONALD ENGLAND 3026	8954	11/03/05	TOIS165450
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO. / MILEAGE 1,254		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]		BILLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 11/01/05	
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS		

LABOR----------

[redacted]
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS----------

CONTROL# ACCOUNT# AMOUNT..

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

APPROVED BY SIGNATURE

MO: MO: 1254

All parts for repair work completed are guaranteed for 12,000 miles or 12 months, whichever comes first.

DISCLAIMER OF WARRANTIES
THE ONLY WARRANTIES, IF ANY, APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPREBBLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

TERMS: CASH UNLESS ARRANGEMENTS MADE. A FINANCE CHARGE OF % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS. ANNUAL PERCENTAGE RATE OF %.

CUSTOMER SIGNATURE
CUSTOMER ACKNOWLEDGES RECEIPT OF COPY

PAGE 1 OF 1

ACCOUNTING COPY-I

[END OF INVOICE] 08:27am

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TMS 0433

WS02010/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:47:20 PAGE 1

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	435095	REFERENCE NO		TYPE CLASS	63
SERVICING DEALER	09178	REPAIR DATE	08/26/05	REPAIR MILES	3
DATE FIRST USE	00/00/00	RECEIPT DATE	08/29/05	R/O NUMBER	883
EDITS BYPASSED		OPERATION CODE	001013	COMB CODES	
AUTH NUMBER	G	SSC NUMBER		SUBLET AMT	.00
T1 CODE		FAILED PART			
T2-T3 CODES	-				
REQUESTED AMT	90.54	PAID DATE	08/29/05	PAID AMOUNT	90.54

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0439

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:17 PAGE 2

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	R21675	REFERENCE NO		TYPE CLASS	62
SERVICING DEALER	09199	REPAIR DATE	09/17/05	REPAIR MILES	1
DATE FIRST USE	09/17/05	RECEIPT DATE	09/20/05	R/O NUMBER	069529
EDITS BYPASSED		OPERATION CODE	001020	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE		FAILED PART			
T2-T3 CODES	-				
REQUESTED AMT	27.75	PAID DATE	09/20/05	PAID AMOUNT	27.75

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0440

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:18 PAGE 3

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	751735	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	09/26/05	REPAIR MILES	560
DATE FIRST USE	09/17/05	RECEIPT DATE	09/28/05	R/O NUMBER	162119
EDITS BYPASSED		OPERATION CODE	614994	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	62	FAILED PART	63650-AC050-A0		
T2-T3 CODES	13-				
REQUESTED AMT	29.42	PAID DATE	09/28/05	PAID AMOUNT	29.42

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0441

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:19 PAGE 4

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758612	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	530994	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	67	FAILED PART	53301-AC040-		
T2-T3 CODES	88-				
REQUESTED AMT	73.55	PAID DATE	10/25/05	PAID AMOUNT	73.55

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0442

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:20 PAGE 5

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758621	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	893994	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	99	FAILED PART	89170-07220-		
T2-T3 CODES	74-				
REQUESTED AMT	36.78	PAID DATE	10/25/05	PAID AMOUNT	36.78

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:21 PAGE 6

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758630	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	711511	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	99	FAILED PART	73360-AC021-A0		
T2-T3 CODES	40-				
REQUESTED AMT	148.97	PAID DATE	10/25/05	PAID AMOUNT	148.97

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0444

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:22 PAGE 7

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758649	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	850071	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	75	FAILED PART	85222-AC010-		
T2-T3 CODES	13-				
REQUESTED AMT	35.74	PAID DATE	10/25/05	PAID AMOUNT	35.74

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

VIN SERIAL : 4T1BK36BX6U[redacted]

MODEL :3534 RETL DEALER :09199 DELAND TOYOTA
RETL DATE :. MILEAGE :. TRANS:D
PROD DATE:507 SHIPMENT DTE:.
ENGINE:2GR0071406 A/C:1
DEMO:0 FLEET:0

----------WARRANTY REPAIR HISTORY----------

*DATE OF REPAIR : 08/26/05 SERVICING DLR : 09178 DELAND TOYOTA
CLAIM # :435095 RO# :883 TOTAL: $90.54
DFU : . REPAIR MILES : 3
OFP :N/A OPCODE : PRE-DE
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

ENGINE AREA INSPECT DONE

---

*DATE OF REPAIR : 09/17/05 SERVICING DLR : 09199 CENTRAL FLORIDA TOYOTA
CLAIM # :R21675 RO# :069529 TOTAL: $27.75
DFU :09/17/05 REPAIR MILES : 1
OFP :N/A OPCODE : 001020
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

ENGINE AREA

---

*DATE OF REPAIR : 09/26/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :751735 RO# :162119 TOTAL: $29.42
DFU :09/17/05 REPAIR MILES : 560
OFP :63650AC050A0 OPCODE : 614994
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

TRANSM/CLUTCH AREA DEFORMED ADJUSTMENT DONE

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE

CLAIM # :758612 RO# :163777 TOTAL: $73.55
DFU :09/17/05 REPAIR MILES : 930
OFP :53301AC040 OPCODE : 530994
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

TRANSM/CLUTCH AREA ADUSTMENT DONE

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :758621 RO# :163777 TOTAL: $36.78
DFU :09/17/05 REPAIR MILES : 930
OFP :8917007220 OPCODE : 893994
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

GENERAL COMPLAINT ADUSTMENT DONE

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :758630 RO# :163777 TOTAL: $148.97
DFU :09/17/05 REPAIR MILES : 930
OFP :73360AC021A0 OPCODE : 711511
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

GENERAL COMPLAINT R&R PART(S)

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :758649 RO# :163777 TOTAL: $35.74
DFU :09/17/05 REPAIR MILES : 930
OFP :85222AC010 OPCODE : 850071
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

ELECTRICAL COMPLAINT DEFORMED R&R PART(S)

WS0210/WAA914 SERVICE SERIAL MASTER INQUIRY 02/21/06 ISZ00055 -

CLAIM HISTORY

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER CLAIM	REPAIR ORDER NUMBER	DATE	MILES	OFP	OPCODE	AMOUNT	DB
09178 435095	883	08/26/2005	000003		001013	90.54	V
09199 R21675	069529	09/17/2005	000001		001020	27.75	V
09212 751735	162119	09/26/2005	000560	63650-AC050-A0	614994	29.42	V
09212 758630	163777	10/21/2005	000930	73360-AC021-A0	711511	148.97	V
09212 758649	163777	10/21/2005	000930	85222-AC010-	850071	35.74	V
09212 758621	163777	10/21/2005	000930	89170-07220-	893994	36.78	V
09212 758612	163777	10/21/2005	000930	53301-AC040-	530994	73.55	V

BOTTOM OF LIST NO MORE CLAIMS

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

TMS 0451

WS0215/WAA915 SERVICE SERIAL MASTER INQUIRY 02/21/06 ISZ00055

REPLACEMENT PART HISTORY

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DLR	CLAIM	--REPAIR ORDER-- NUMBER	DATE	PAID DATE	PART NUMBER	DESCRIPTION
09212	758630	163777	10/21/05	10/25/05	73360-AC021-A0	BELT ASSY, RR SEAT,
09212	758649	163777	10/21/05	10/25/05	85222-AC010	BLADE, FR WIPER, LH

BOTTOM OF LIST - NO MORE REPLACEMENT PART HISTORY

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

[redacted] **UnitedAuto**

Publicly traded on the New York Stock Exchange

Retail Order Contract

Central Florida Toyota — Central Florida Scion

11320 S. Orange Blossom Trail
Orlando, Florida 32837
(407) 472-2300

A UnitedAuto Dealership
www.centralfloridatoyota.com
www.centralfloridascion.com

DATE [illegible] CONTROL NO. [illegible]
VIN NO. [illegible] [redacted]

CONSUMER [redacted] ADDRESS [redacted] CITY TALLAHASSEE STATE FL ZIP [redacted]
HOME [redacted] BUS [redacted] CONSUMER SSN CONSUMER [redacted] DOB [redacted]
CO [redacted] ADD [redacted] CITY TALLAHASSEE STATE FL ZIP [redacted]
HOME [redacted] BUS [redacted] CO-CONSUMER SSN CO-CONSUMER [redacted] DOB [redacted]

SALESPERSON	STOCK NO.	YEAR	MAKE	MODEL	COLOR	MILEAGE	
[illegible]	25257	2006	TOYOTA	AVALON	BLUE	56	☐ NEW ☐ USED ☐ DEMO

TRADE-IN

YEAR	MAKE	MODEL	MILEAGE

VIN NO. PHONE #
1ST LIENHOLDER ACCT #

DEALER FINANCING / LEASING

If Consumer executes a retail installment contract ("RIC") or lease in connection with the acquisition of the Vehicle, Dealer may terminate this Agreement if Dealer cannot obtain credit approval for Consumer or if Dealer is unable to sell Consumer's RIC / lease on terms of no less than par value (these approvals shall be collectively referred to as "Necessary Approvals"). Dealer's right of termination cannot be waived unless in writing. Necessary Approvals are not typically obtained at the time of delivery of the Vehicle and are beyond Dealer's control. Should Consumer take delivery of the Vehicle prior to Dealer's obtaining the Necessary Approvals, Consumer understands and acknowledges this pending the Necessary Approvals, delivery of the Vehicle to Consumer serves as a convenience to Consumer only and Consumer does not have, nor will acquire any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked at any time without cause, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Consumer. Additionally, the obtaining of the Necessary Approvals by Dealer and the complete payment by Consumer to Dealer of all moneys due at the execution of the RIC or lease serve as conditions precedent to the en[redacted] shall be deemed null and void if such conditio[redacted]

Consumer [redacted]

NEW VEHICLE

Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The only warranties applying to this Vehicle are those offered by the Manufacturer. The manufacturer's warranty is not affected by this disclaimer of warranties by Dealer. The Consumer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE

This Vehicle has been previously driven and the manufacturer warranty, if any, has been fully explained. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any Contract provisions in the Contract of sale. Consumer acknowledges that no representation has been made by any agent of Dealer that the Vehicle has or has not ever sustained damages prior to this purchase, nor does dealer have the obligation to make any such disclosure.

Unless otherwise noted immediately below this Vehicle is sold "as is with all faults," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of profits or income, or any other incidental damages.

CHECK IF APPROPRIATE:

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this Contract.

☐ Previously leased or rented vehicle. I acknowledge I have been advised that the vehicle I am today purchasing is a used lease or like, previously delivered that was returned, or manufacturer buy-back.

GUEST EMAIL ADDRESS

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.
CONSUMER ☺

PRICE

ACCESSORIES/OPTIONS		
		N/A
		N/A
LESS TRADE-IN ALLOWANCE AND/OR DISCOUNT		N/A
DIFFERENCE	25312.25	
Pre-delivery Fees (These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.)		N/A
DELIVERY FEES	699	50
DOCUMENTATION FEES	149	50
NEW CARB LA WASTE TIRE FEE & LEAD ACID BATTERY FEE	6	50
USED CAR LEAD ACID BATTERY FEE	XXXXXXXXXX	50
SUBTOTAL	2527[illegible].71	
SALES TAX	154[illegible].30	
LOCAL OPTION SALES TAX	75.00	
LEMON LAW-WARRANTY ENFORCEMENT ACT (MeaCare Only)	2	00
FLORIDA TITLE, REGISTRATION, TAG AGENCY FEE & LICENSE FEES	15[illegible].50	
SUBTOTAL	2774.1[illegible]	
BALANCE DUE ON TRADE (Consumer does grant, bargain, convey, sell, assign and transfer to Dealer all Consumer's right, title and interest in the Trade-In described below)		N/A
TOTAL AMOUNT DUE	2791.11	
REBATE		N/A
DEPOSIT		N/A
TOTAL BALANCE DUE	[redacted]	

This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. Deposits are non-refundable.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to the agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or are related to the purchase or lease of the automobile identified in this Motor Vehicle Retail Order and the financing thereof, including the validity of this agreement. The Arbitration Agreement is made pursuant to a transaction involving interstate commerce and should be governed by the Federal Arbitration Act, 9 U.S.C. §§1, and not by state law regarding arbitration. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. State Consumer Fraud Act claims, Used Car Lemon Law claims and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action, either in arbitration or through a court action. There are no limitations on the type of claims that must be arbitrated except for new car lemon law claims, Magnuson-Moss Warranty Act claims, and small claims filed as a court action, unless such small claim is then removed, transferred or appealed to a different court. The arbitration shall be conducted in accordance with this agreement and with the Rules of JAMS Mediation (the "Rules") before a single arbitrator. If a conflict exists between the terms of this Arbitration Agreement and the Rules, then this Arbitration Agreement shall govern. The costs incurred in the arbitration process shall be shared as provided by the Rules. The arbitration shall take place in Florida at a mutually agreed upon location. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.
THIS ARBITRATION AGREEMENT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION, HAVE A JURY TRIAL, OR PURSUE YOUR CLAIM AS A CLASS ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER AND THAT I HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER IN CONNECTION WITH THIS TRANSACTION.

☺ [redacted] [illegible] 01/17/2005

Consumer's Signature — Co-consumer's Signature — Sales Manager — Date

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TMS 0453

REG. TAX	INIT REG.	COUNTY FEE	MAIL FEE	SALES TAX	TITLE FEE
$19.97	$	$7.75	$	$0.00	$27.00

PLATE ISSUED	DATE ISSUED	INTERNET KIOSK FEE	VOLUNTARY CONT.TOTAL	GRAND TOTAL
X	10/04/05	$0.00	$	$54.72

FLORIDA VEHICLE REGISTRATION

DATE ISSUED: 10/04/05
DL#: [redacted] DE#: [redacted]
TAG#: [redacted] DECAL#: [redacted] EXP: 12/29/06
VIN:4T1BK36BX5U[redacted] TC:[redacted]R/MK:2006 TOYT

[redacted]
TALLAHASSEE, FL [redacted]

L#: 1363883 T#: [redacted] B#: [redacted] R#: [redacted]

REG. TAX	INIT REG.	COUNTY FEE	MAIL FEE	SALES TAX	TITLE FEE
$33.10	$	$3.00	$0.60	$0.00	$

PLATE ISSUED	DATE ISSUED	INTERNET KIOSK FEE	VOLUNTARY CONT.TOTAL	GRAND TOTAL
	06/08/05	$0.00	$	$36.70

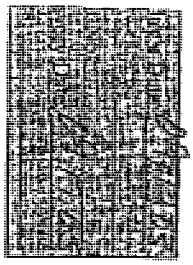
FLORIDA VEHICLE REGISTRATION

DATE ISSUED: 06/08/05
DL#: [redacted]
TAG#: [redacted] DECAL#: [redacted] EXP: 07/11/06
VIN:4T1BF28B9YU[redacted] TC: [redacted] YR/MK:2000 TOYT

[redacted]

TALLAHASSEE, FL [redacted]

6874 T#: [redacted] B#: [redacted] R#: [redacted]

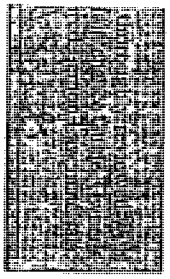


No. 1000040

Yes/No
Yes/No
Yes/No
Yes/No
Yes/No

delivery Checklist with
that it meets the standards

Delivery Person Signature)



= vehicle are demonstrated.

UnitedAuto

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ORLANDO

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11020 S. Orange Blossom Trail
Orlando, Florida 32837
Service Direct: (407) 472-5220 Main #: (407) 846-1600

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
111552	RAYMOND J LOPEZ 226	529	09/20/05	TOCB270447

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		1	/	60457

[redacted]
TALLAHASSEE, FL [redacted]

YEAR / MAKE / MODEL: 06/TOYOTA/AVALON/AVALON 4DR XL
DELIVERY DATE: 09/17/05
DELIVERY MILES: 86
VEHICLE I.D. NO.: 4 T 1 B K 3 6 B X 6 U [redacted]
SELLING DEALER NO.:
PRODUCTION DATE:
F. T. E. NO.:
P. O. NO.:
R. O. DATE: 09/20/05

RESIDENCE PHONE: 850-668-8859
BUSINESS PHONE: 850-668-8859
COMMENTS:
MO: 1

JOB# 1 CHARGES----------

LABOR----------
J# 1 90TOZ001 NEW CAR DELIVERY TECH:S9:115 INTERNAL
NEW CAR DEPARTMENT / CLEAN FOR DELIVERY

G.O.G. & SUPPLIES----------
1.0 DETAIL MATERIALS 2 @ /UNIT INTERNAL
TOTAL - GOG 0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX TOCB JOB# 1 TOTAL 0.00

TOTALS----------

****
* [ ] CASH [ ] CK NUMBER [ ] VISA & MC [ ] DISC [ ] *
*
* [ ] WARRANTY [ ] CHARGE ACCT NUMBER *
****

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

AT CENTRAL FLORIDA TOYOTA YOU ARE ENTITLED TO AN EXCELLENT OVERALL SERVICE EXPERIENCE THAT WOULD ALLOW YOU TO RECOMMEND US TO YOUR FRIENDS & FAMILY.

IF YOU FEEL THAT WE HAVE NOT REACHED OUR GOAL OR YOU CAN NOT RECOMMEND US, I WANT TO KNOW.

SERVICE ADVISOR:
I CAN BE REACHED AT @ 407-472-5200 EXT. 5221
MARK HEPLER - SERVICE MANAGER

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

DON'T FORGET . . .
We have a Full Service Collision Repair Center located at our Kissimmee location
"Central Florida Toyota"
(Formerly Kissimmee Toyota)
2535 N. Orange Blossom Trail
Kissimmee, FL 34744
(407) 472-5370

IMPORTANT
You may receive a questionnaire from TOYOTA. If for any reason you feel you cannot rate our services excellent, please contact our Customer Service Rep. An "Excellent" rating does not mean we are perfect but rather that we did our job well and served you professionally.

SEE BACK OF INVOICE FOR ADDITIONAL INFORMATION REGARDING REPAIRS

ALL PARTS NEW UNLESS OTHERWISE SPECIFIED

PAGE 1 OF 1 SERVICE FILE COPY [END OF INVOICE] 06:19pm

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LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

Scion
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	INVOICE NO. TOCS162119	
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE	LICENSE NO.	MILEAGE 560	COLOR 7	STOCK NO.
	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO. 4T1BK36BX6U[redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		PROMISED 09/26/05	
PHONE 644-2970	BUSINESS PHONE	COMMENTS			

MO: 568

LABOR

J# 1 60TOZ INTERIOR TRIM HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS, SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51TOZ05 HEADLIGHTS HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES TRANS ROUGH CHANGE GEARS LOW SPEEDS
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11TOZ01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES VEH SURGES ON ACCEL FROM STOP WHILE IN TRAFFIC
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51TOZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 04:07pm

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

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Reproducible Form Provided by SMARTDRIVE CONTROLS (1-800)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO 6976	INVOICE DATE 10/21/05	INVOICE NO. TOCS163777	
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 930	COLOR /	STOCK NO.	
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	E.T.E. NO.	P.O. NO.	R.O. DATE 10/13/05	REPRINT# 1	
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS		MO: 935	

LABOR

J# 1 61TOZ EXTERIOR TRIM HOURS: 2.00 TECH(S):727 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51TOZ BODY ELECTRICAL HOURS: 0.50 TECH(S):345 WARRANTY
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
TECH RECALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51TOZ01 BODY ELECT CONCERN HOURS: 0.30 TECH(S):345 WARRANTY
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
TECH CONFIRMED RT REAR SEAT BELT WOULD NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 51TOZ12 WIPER/WASHER HOURS: 0.10 TECH(S):345 WARRANTY
C/STATES DRIVERS WIPER WONT CLEAN WATER / SMEARS
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09TOZ01 FUEL SYSTEM CONCERN HOURS: TECH(S):345 INTERNAL
CUST STATES VEH ONLY GETS 20 MILES PER GALLON
TECH INSPECTED ENG DATA. ALL WITHIN SPECS

J# 6 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):345 WARRANTY
CUSTOMER STATES VEHICLE TRANS PAUSES/SURGES DOESNT SHIFT
SMOOTHLY ESPECIALLY IN PARKING LOTS.
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED
TO VEHICLE U078575 FROM LOT BOTH VEHICLES PERFORED IN LIKE
MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER
AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER,		WARRANTY

TOTAL - PARTS 0.00

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 [CONTINUED ON NEXT PAGE] 11:24am

Reynolds and Reynolds CDS(1/95) (0101)

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO 117690	ADVISOR DONALD ENGLAND 3026		TAG NO. 6976	INVOICE DATE 10/21/05	INVOICE NO. TOCS163777
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO.		MILEAGE 930	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 10/13/05	REPRINT# 1
RESIDENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS			MO: 935

TOTALS

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
****

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

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Reynolds and Reynolds, ERA0TB14E CC31409 O (9/01)

 CUSTOMER COPY [END OF INVOICE] 11:24am

163777

LEGACY TOYOTA

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY FOR YOUR CONVENIENCE WE ARE MAINTAINING A SERVICE HISTORY OF YOUR VEHICLE. LISTED ARE THE LAST SERVICES PERFORMED ON YOUR VEHICLE.

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
09/26/05	162119	560	3026	330	W	60TOZ	INTERIOR TRIM
				330	I	51TOZ05	HEADLIGHTS
				330	I	30TOZ01	AUTO TRANS CONCERN
				330	I	11TOZ01	ENGINE CONCERN
				330	I	51TOZZ	BODY ELECT CONCERN

SALESPERSON NO. S E R V I C E STATE REG# MV09712

BASIS FOR CHARGE: ☐ FLAT RATE ☐ HOURLY RATE
VEHICLE I.D. NO.: 4T1BK36BX6U[redacted]
YEAR/MAKE/MODEL: 06/TOYOTA/AVALON
PRODUCTION DATE | STOCK NO | LICENSE NO. | R.O. NO. 163777
[redacted]
CUSTOMER NO. 117690 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILEAGE | SELLING DEALER NO. | R.O. DATE 10/13/05
TALLAHASSEE, FL [redacted]
COLOR | CONTRACT NO. 935 | EXPIRATION DATE | EXPIRATION MILES | TAG NO. 6976
TURBO | MAKE TOZZ | AIR COND. | P.S. | TRANS | MILEAGE 930 | ADVISOR NO. 3026 | ADVISOR DONALD ENGLAND
☐ YES ☐ NO
☐ CASH ☐ CREDIT CARD ☐ CHARGE ☐ INTERNAL
[redacted] BUSINESS PHONE
TIME RECEIVED 09:48am | DATE/TIME PROMISED 10/13/05 08:00pm | PRIORITY
APPOINTMENT ☐ Yes ☒ No
ANOTHER PERSON WHO MAY AUTHORIZE WORK: NAME: PHONE: | LABOR RATE

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"THIS DEALERSHIP UTILIZES THE HOURS PUBLISHED IN THE FACTORY LABOR TIME GUIDE, MITCHELL MANUAL, AND/OR MITCHELL CRASH BOOK WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY, THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE."

JOB

1 W 61TOZ EXTERIOR TRIM
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
85022-AC010 .5 67/88 530994

2 W * 51TOZ BODY ELECTRICAL
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
89170-07220 893994 88/74
FP#

3 W * 51TOZ01 BODY ELECT CONCERN
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
73360 711511 .3 99/40
PC021-10

4 W * 51TOZ12 WIPER/WASHER
C/STATES DRIVERS WIPER WONT CLEAN WATER / SMEARS 85002 1
85222-AC010

5 W 09TOZ01 FUEL SYSTEM CONCERN
CUST STATES VEH ONLY GETS 20 MILES PER GALLON 75/13

6-W
#V07575 Returned wiper + seat Belt
53301-AC040 1 M 10.20
WEK Ready

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED [ ]. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ Date _____

ADDITIONAL WORK AUTHORIZED

DATE _____ TIME _____ S/A _____

PHONE _____ AUTH. BY _____

REVISED ESTIMATE $ _____

UPDATED PROMISED TIME _____

A DAILY STORAGE FEE WILL BE CHARGED THREE (3) WORKING DAYS AFTER YOU HAVE BEEN NOTIFIED WORK ON YOUR VEHICLE HAS BEEN COMPLETED. THE DAILY STORAGE FEE IS $10.00

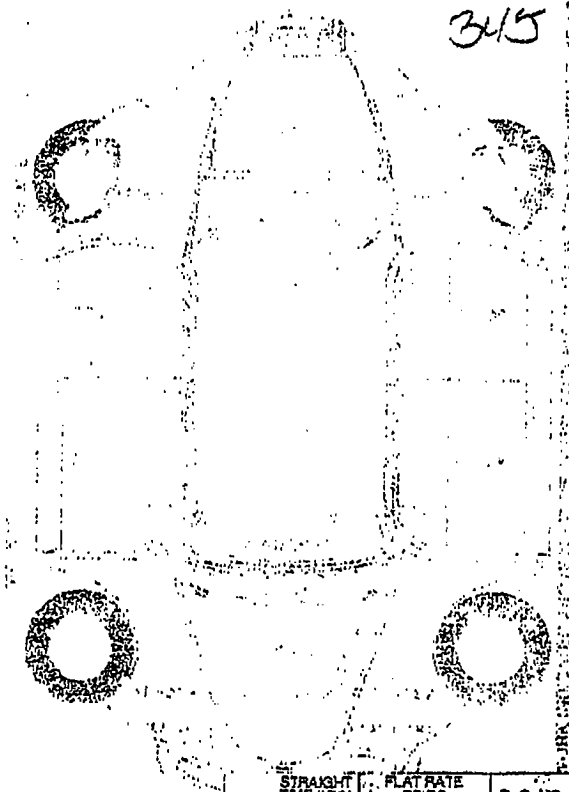
I hereby authorize the repair work people after set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or delivery. Itemized mechanically run is hereby acknowledged on vehicle to assure the efficient repair thereto.
All repair work and parts for work completed are guaranteed for 12,000 or 12 months.

SIGNATURE | CUSTOMER AUTHORIZATION | DATE
Thank You for Your Patronage 163777

PAGE 1 OF 1 CUSTOMER COPY

TMS 0462

TOY-RQ-05E-00000408



3/5

① Compared with new vehicle
- Recorded data
② Ordered RR seatbelt
③ Recalibrated RF seat for airbag
④ Left wiper blade smears
- wiper deformed
R&R left wiper blade

53-71 45

RR seatbelt won't lock
lock mechanism broken
R&R RR seatbelt assy

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO. / EMP. NO. / OPER. NO.	TIME
			OFF OCT 20 10:30
			ON OCT 20 10:25

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO. / EMP. NO. / OPER. NO.	TIME
			OFF OCT 14 10:35
			ON OCT 14 9:10

LEGACY TOYOTA
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TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 12/08/05	INVOICE NO. TOCS165201	
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,186	COLOR /	STOCK NO.	
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/29/05		
HOME PHONE 644-2770	BUSINESS PHONE	COMMENTS			

MO: 1186

LABOR

J# 1 51T0Z01 BODY ELECT CONCERN HOURS: TECH(S):3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95T0Z BODY REFINISH HOURS: TECH(S):3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	00258-00BR5	PAINT BLUE		INTERNAL

TOTAL - PARTS 0.00

G.O.G. & SUPPLIES
JOB # 2 1.0 PAINT AND MATERIALS @ /UNIT INTERNAL

TOTAL - GOG 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Warranty and Repair Distribution CCS1448 G (9/99)

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 10:35am

TMS 0464

165201

165201

LEGACY TOYOTA

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

3002

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
51TOZ01	BODY ELECT CONCERN			95TOZ	BODY REFINISH		

SERVICE HISTORY

FOR YOUR CONVENIENCE WE ARE MAINTAINING A SERVICE HISTORY OF YOUR VEHICLE. LISTED ARE THE LAST SERVICES PERFORMED ON YOUR VEHICLE.

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
10/13/05	163777	930	3026	727	W	61TOZ	EXTERIOR TRIM
				345	W	51TOZ	BODY ELECTRICAL
				345	W	51TOZ01	BODY ELECT CONCERN
				345	W	51TOZ12	WIPER/WASHER
				345	I	09TOZ01	FUEL SYSTEM CONCERN
				345	W	30TOZ01	AUTO TRANS CONCERN

SALESPERSON NO.

S E R V I C E

STATE REG# MV09712

BAG FOR CHARGE ☐ FLAT RATE
HOURLY RATE ☐ BOTH ☐ YES ☐ NO
SAVE PARTS FOR CUST. ☐ YES ☐ NO
☐ CASH ☐ CREDIT CARD ☐ CHARGE ☐ INTERNAL

VEHICLE ID NO. 4T1BK36BX6U[redacted]
YEAR/MAKE/MODEL 06/TOYOTA/AVALON
PRODUCTION DATE | STOCK NO. | LICENSE NO. | R.O. NO. 165201

[redacted]
TALLAHASSEE, FL[redacted]

CUSTOMER NO. 117690 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE 10/29/05
COLOR | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | PO NO. 8954
TURBO | MAKE TOZZ | AIR COND. | P.S. | TRANS | MILEAGE 1,186 | ADVISOR NO. 3026 | ADVISOR DONALD ENGLAND

[redacted] | BUSINESS PHONE

DATE RECEIVED 10:02am | DATE/TIME PROMISED 10/29/05 06:00pm | PRIORITY

APPOINTMENT ☐ Yes ☒ No
ANOTHER PERSON WHO MAY AUTHORIZE WORK: NAME: PHONE:
LABOR RATE

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
*THIS DEALERSHIP UTILIZES THE HOURS PUBLISHED IN THE FACTORY LABOR TIME GUIDE, MITCHELL MANUAL, AND/OR MITCHELL CRASH BOOK WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY, THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE."

JOB

OPCODE 51TOZ01 BODY ELECT CONCERN
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT

OPCODE 95TOZ BODY REFINISH
REQUEST TOUCHUP REAR BUMPER

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED [ ]. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ Date _____

ADDITIONAL WORK AUTHORIZED

DATE _____ TIME _____ S/A _____

PHONE _____ AUTH. BY _____

REVISED ESTIMATE $ _____

UPDATED PROMISED TIME _____

A DAILY STORAGE FEE WILL BE CHARGED THREE (3) WORKING DAYS AFTER YOU HAVE BEEN NOTIFIED WORK ON YOUR VEHICLE HAS BEEN COMPLETED. THE DAILY STORAGE FEE IS $10.00

I hereby authorize the repair work herein after set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle [redacted] purpose of testing and/or [redacted] on vehicle to secure the [redacted] 12,000 or 12 months.

[redacted] DATE

Thank You For Your Patronage

165201

PAGE 1 OF 1 CUSTOMER COPY

TMS 0465

TMS 0466
TOY-RQ-05E-00000412

LEGACY TOYOTA
3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168 • FAX: (850) 575-3228

REPAIR ORDER
WORK SHEET AUTHORIZATION

REPAIR ORDER DATE	TIME	VEHICLE IDENTIFICATION NUMBER #	MILEAGE IN	LICENSE NUMBER	PRODUCTION DATE
		069524	1186		
MAKE	MODEL		MILEAGE OUT	EXT COLOR	STOCK #
SAVE PARTS ☐ YES ☐ NO	KEY NO.	HAT NO.	WRITTEN BY DVR	PROMISE TIME	P.O. NUMBER
HOME PHONE	CUSTOMER WAITING ☒ YES ☐ NO	PHONE WHEN READY ☐ YES ☐ NO			
BUSINESS PHONE	CELL PHONE	LABOR RATE			

Name _____
Address _____
City _____

Method of Payment: ☐ CASH ☐ CHECK ☐ CREDIT CARD

E-mail Address:

REQUESTED SERVICE

Repair Shop Registration # MV 47590

COMMENTS / DESCRIPTION

— Rt Fdr Aft Bry Shows off wt
PRS to Seat
Touch up Rear Bumper under tag

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES IF ANY APPLYING TO THESE PARTS AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

ESTIMATE

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED _____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO [redacted] ESTIMATE.

SIGNED [redacted]

Date _____ Time _____ S/A _____
Phone _____ Auth. By _____
Revised Estimate $ _____
Updated Promised Time _____

A STORAGE FEE OF $ 10.00 PER DAY MAY BE APPLIED TO VEHICLES WHICH ARE NOT CLAIMED WITHIN 3 WORKING DAYS OF NOTIFICATION OF COMPLETION.

"This dealership utilizes the hours published in the Factory Labor Time Guide, Mitchell Manual, and/or Mitchell Crash ook, which reflects an average time requirement for the performance of specific vehicle repairs, and which may, efore, be either more or less than the actual clock time in any given instance."

LOWING FEES MAY BE APPLICABLE TO WORK PERFORMED AT THIS REPAIR FACILITY: SHOP SUPPLIES, HAZARDOUS WASTE FEE: THIS REPRESENTS COST AND PROFIT TO THE MOTOR REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL I, STATE MANDATED FEES TIRE FEE: $1.00 PER TIRE [S.403.718], BATTERY FEE $1.50 [S.403.7185].

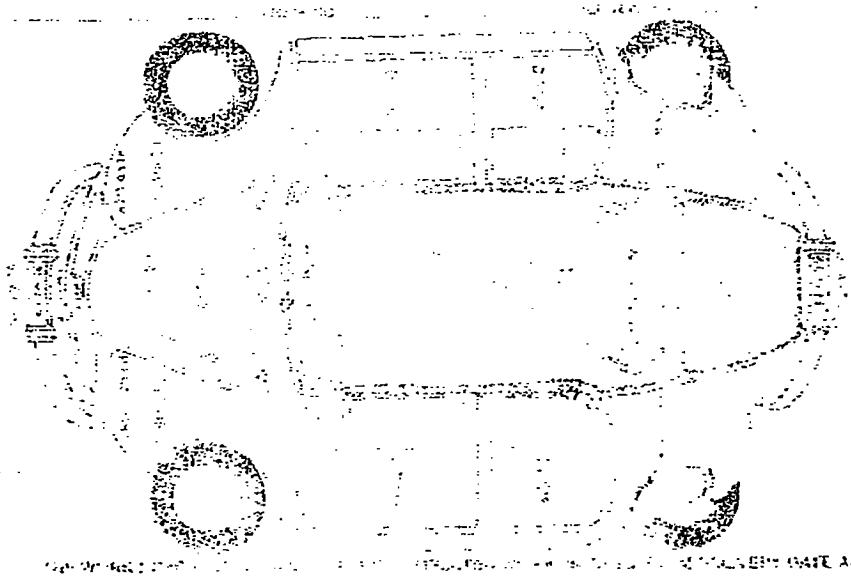
ALL NEW OR REMAN. PARTS FOR REPAIR WORK COMPLETED ARE GUARANTEED FOR 12,000 MILES OR 12 MONTHS WHICHEVER COMES FIRST.

I hereby authorize the repair work herein after set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspections. An express mechanic's lien is hereby acknowledged on vehicle [redacted]

Signature _____ Date _____

Customer's Authorization
Thank You For Your Patronage

Reputable and Reliable COUNTS © (11/04)



DELIVERY CONDITION REPORT

BY

DELIVERY DATE ABOVE

1.0

Had to Realibrate
-0- pds on
Seat to repair

300Z

TMS 0467

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,254	COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4 T 1 B K 3 6 B X 6 U [redacted]		SELLING DEALER NO	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.	R.O. DATE 11/01/05	
REFERENCE PHONE 644-2770	BUSINESS PHONE	COMMENTS		

MO: 1254

LABOR
J# 1 60T0Z01 INT TRIM CONCERN HOURS TECH(S) 3002 INTERNAL
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME. WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

 CUSTOMER COPY [END OF INVOICE] 10:35am

TMS 0468

TOY-RQ-05E-00000414

165450

165450

LEGACY TOYOTA

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

FOR YOUR CONVENIENCE WE ARE MAINTAINING A SERVICE HISTORY OF YOUR VEHICLE. LISTED ARE THE LAST SERVICES PERFORMED ON YOUR VEHICLE.

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
10/13/05	163777	930	3026	727	W	61TOZ	EXTERIOR TRIM
				345	W	51TOZ	BODY ELECTRICAL
				345	W	51TOZ01	BODY ELECT CONCERN
				345	W	51TOZ12	WIPER/WASHER
				345	I	09TOZ01	FUEL SYSTEM CONCERN
				345	W	30TOZ01	AUTO TRANS CONCERN

SALESPERSON NO. S E R V I C E STATE REG# MV09712

BASIS FOR CHARGE: ☐ FLAT RATE
VEHICLE I.D. NO.: 4T1BK36BX6U[redacted]
YEAR/MAKE/MODEL: 06/TOYOTA/AVALON
PRODUCTION DATE | STOCK NO. | LICENSE NO. | R.O. NO. 165450

HOURLY RATE ☐ ☐ BOTH ☐ YES ☐ NO [redacted]
TALLAHASSEE, FL [redacted]
CUSTOMER NO. 117690 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE 10/01/05
COLOR | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES 6686 | TAG [redacted]
TURBO | 4WD TOZZ | AIR COND. | P.S. | TRANS | MILEAGE 1,254 | ADVISOR NO. 3026 | ADVISOR DONALD ENGLAND

DATE PAYABLE FOR CUSTOMER: ☐ YES ☐ NO
☐ CASH ☐ CREDIT CARD ☐ CHARGE ☐ INTERNAL
RESIDENCE PHONE [redacted] | BUSINESS PHONE
TIME PROMISED 11:25am | DATE/TIME PROMISED 10/29/05 06:00pm | PRIORITY
APPOINTMENT ☐ Yes ☒ No
ANOTHER PERSON WHO MAY AUTHORIZE WORK: NAME: PHONE: | LABOR RATE

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
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JOB

1 W * 60TOZ01 *INT TRIM CONCERN*
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS

Gone
Convergence Zone

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED [ ]. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ Date _____

ADDITIONAL WORK AUTHORIZED

DATE _____ TIME _____ S/A _____

PHONE _____ AUTH. BY _____

REVISED ESTIMATE $ _____

UPDATED PROMISED TIME _____

A DAILY STORAGE FEE WILL BE CHARGED THREE (3) WORKING DAYS AFTER YOU HAVE BEEN NOTIFIED WORK ON YOUR VEHICLE HAS BEEN COMPLETED. THE DAILY STORAGE FEE IS $10.00

I hereby authorize the repair work herein after set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavoidably or parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto.
All repair work and parts for work completed are guaranteed for 12,000 or 12 months.

SIGNATURE | CUSTOMER'S AUTHORIZATION | DATE
Thank You For Your Patronage 165450

PAGE 1 OF 1 CUSTOMER COPY

TMS 0469

REG. TAX	INIT REG.	COUNTY FEE	MAIL FEE	SALES TAX	TITLE FEE
$19.97	$	$7.75	$	$0.00	$27.00

PLATE ISSUED	DATE ISSUED	INTERNET KIOSK FEE	VOLUNTARY CONT.TOTAL	GRAND TOTAL
X	10/04/05	$0.00	$	$54.72

FLORIDA VEHICLE REGISTRATION

DATE ISSUED: 10/04/05
DL#: [redacted] DE#: [redacted]
TAG#: [redacted] DECAL#: [redacted] EXP: 12/29/06
VIN:4T1BK36BX6U[redacted] TC: [redacted] YR/MK:2006 TOYT

[redacted]

TALLAHASSEE, FL [redacted]

L#: [redacted] T#: [redacted] B#: [redacted] R#: [redacted]

UnitedAuto — Publicly traded on the New York Stock Exchange

Retail Order Contract

Central Florida Toyota — Central Florida Scion

11324 E. Orange Blossom Trail
Orlando, Florida 32837
(407) 472-5300

A UnitedAuto Dealership
www.centralfloridatoyota.com
www.centralfloridascion.com

DATE [redacted] CONTROL NO. [redacted]
VIN NO. [redacted]

CGN [redacted] ADD [redacted] CITY TALLAHASSEE STATE FL ZIP [redacted]
HOME [redacted] BUSINESS PHONE [redacted] CONSUMER SSN [redacted] CONSUMER [redacted] DOB [redacted]
CO- [redacted] ADD [redacted] CITY TALLAHASSEE STATE FL ZIP [redacted]
ID [redacted] BUS [redacted] CO-CONSUMER SSN [redacted] CO-CONSUMER [redacted] DOB [redacted]

SALESPERSON	STOCK NO.	YEAR	MAKE	MODEL	COLOR	MILEAGE	
LONE MASON	25257	2006	TOYOTA	AVALON	BLUE	54	☐ NEW ☐ USED ☐ DEMO

TRADE-IN

YEAR	MAKE	MODEL	MILEAGE

VIN NO. PHONE #
1ST LIENOR ACCT #

GUEST EMAIL ADDRESS

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

CONSUMER ☺ [redacted]

DEALER FINANCING / LEASING

If Consumer executes a retail installment contract ("RIC") or lease in connection with the acquisition of the Vehicle, Dealer may terminate this Agreement if Dealer cannot obtain credit approval for Consumer or if Dealer is unable to sell Consumer's RIC / lease on terms of no less than par value (these approvals shall be collectively referred to as "Necessary Approvals"). Dealer's right of termination cannot be waived unless in writing. Necessary Approvals are not typically obtained at the time of delivery of the Vehicle and are beyond Dealer's control. Should Consumer take delivery of the Vehicle prior to Dealer's obtaining the Necessary Approvals, Consumer understands and acknowledges that pending the Necessary Approvals, delivery of the Vehicle to Consumer serves as a convenience to Consumer only and Consumer does not have, nor will acquire any rights or interests to the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked at any time without cause, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Consumer. Additionally, the obtaining of the Necessary Approvals by Dealer and the complete payment by Consumer to Dealer of all moneys due at the inception of the RIC or lease serve as conditions precedent to the enforcement and validity of the RIC / lease, which shall be deemed null and void if such conditions [redacted]

Consumer: ☺ [redacted]

NEW VEHICLE

Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The only warranties applying to this Vehicle are those offered by the Manufacturer. The manufacturer's warranty is not affected by this disclosure of warranties by Dealer. The Consumer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE

This Vehicle has been previously driven and the manufacturer warranty, if any, has been fully explained. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any Contract provisions in the Contract of sale. Consumer acknowledges that no representation has been made by any agent of Dealer that the Vehicle has or has not ever sustained damages prior to this purchase, nor does dealer have the obligation to make any such disclosure.

Unless otherwise noted immediately below, this Vehicle is sold "as is with all faults," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of profits or income, or any other incidental damages.

CHECK IF APPROPRIATE:

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is initied with and made a part of this Contract.

☐ Previously leased or rental vehicle. I acknowledge I have been advised that the vehicle I am today purchasing is a used lease or hire, previously delivered that was returned, or manufacturer buy-back.

PRICE

ACCESSORIES/OPTIONS		
		N/A
		N/A
LESS TRADE-IN ALLOWANCE AND/OR DISCOUNT		N/A
DIFFERENCE	25331.23	
Pre-delivery Fees (These charges represent costs and profit to the dealer for items such as inspection, cleaning, and adjusting vehicles, and preparing documents related to the sale.)		N/A
DELIVERY FEES	699	50
DOCUMENTATION FEES	149	50
NEW CARB LA WASTE TIRE FEE & LEAD ACID BATTERY FEE	6	50
USED CARB LEAD ACID BATTERY FEE	[illegible]	[illegible]
SUBTOTAL	2527[illegible].73	
SALES TAX	15[illegible].50	
LOCAL OPTION SALES TAX	75.00	
LEMON LAW WARRANTY ENFORCEMENT ACT (New Cars Only)	2	00
FLORIDA TITLE, REGISTRATION, TAG AGENCY FEE & LICENSE FEES	35[illegible].00	
SUBTOTAL	277[illegible].11	
BALANCE DUE ON TRADE (Consumer does grant, bargain, convey, sell, assign and transfer to Dealer all of Consumer's right, title and interest in the Trade-In described below)		N/A
TOTAL AMOUNT DUE	27[illegible].11	
REBATE		N/A
DEPOSIT		N/A
TOTAL BALANCE DUE	[redacted]	

This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. Deposits are non-refundable.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to the agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or are related to the purchase or lease of the automobile identified in this Motor Vehicle Retail Order and the financing thereof, including the validity of this agreement. The Arbitration Agreement is made pursuant to a transaction involving interstate commerce and should be governed by the Federal Arbitration Act, 9 U.S.C. §§1, and not by state law regarding arbitration. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. State Consumer Fraud Act claims, Used Car Lemon Law claims and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action, either in arbitration or through a court action. There are no limitations on the type of claims that must be arbitrated except for new car lemon law claims, Magnuson-Moss Warranty Act claims, and small claims filed as a court action, unless such small claim is then removed, transferred or appealed to a different court. The arbitration shall be conducted in accordance with this agreement and with the Rules of JAMS Mediation (the "Rules") before a single arbitrator. If a conflict exists between the terms of this Arbitration Agreement and the Rules, then this Arbitration Agreement shall govern. The costs incurred in the arbitration process shall be shared as provided by the Rules. The arbitration shall take place in Florida at a mutually agreed upon location. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.
THIS ARBITRATION AGREEMENT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION, HAVE A JURY TRIAL, OR PURSUE YOUR CLAIM AS A CLASS ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER AND THAT I HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER IN CONNECTION WITH THIS TRANSACTION.

[redacted] 01/17/2005

Customer's Signature — Co-Customer's Signature — Sales Manager — Date

TMS 0535

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	INVOICE NO. TOCS162119	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 560	COLOR 7	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VIN/SERIAL NO. 4T1BK36BX6U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.L.E. NO.	P.O. NO.		RO OPEN 09/26/05	
HOME PHONE 644-2470	BUSINESS PHONE	COMMENTS			MO: 568

LABOR

J# 1 60TOZ [redacted] HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51TOZ05 [redacted] HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30TOZ01 [redacted] HOURS: TECH(S):330 INTERNAL
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11TOZ01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
[redacted]
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51TOZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 04:07pm

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THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

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LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

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LEGACY TOYOTA
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(850) 575-0188
MV-47590

INVOICE

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 6976	INVOICE DATE 10/24/05	INVOICE NO. TOCS163777
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 930	COLOR 7	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO. 4T1BK36BX6U[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.C.E. NO. / R.O.		R.O. DATE 10/13/05	REPRINT# 1
[redacted]	BUSINESS PHONE	COMMENTS		MO: 935

LABOR

J# 1 6H0Z EXTERIOR TRIM HOURS: 0.00 TECH(S) 777 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 5L0Z BODY ELECTRICAL HOURS: 0.50 TECH(S) 345 WARRANTY
[redacted]
TECH REGENERATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#8917D-07220

J# 3 5L0Z01 BODY ELECT CONCERN HOURS: 0.30 TECH(S) 345 WARRANTY
[redacted]
TECH CONFIRMED REAR SEAT BELT ROLLED NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 5T0Z12 WIPER/WASHER HOURS: 0.10 TECH(S) 345 WARRANTY
[redacted]
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09T0Z01 FUEL SYSTEM CONCERN HOURS: TECH(S) 345 INTERNAL
[redacted]
TECH INSPECTED ENG DATA, ALL WITHIN SPECS

J# 6 30T0Z01 AUTO TRANS CONCERN HOURS: TECH(S) 345 WARRANTY
CUSTOMER STATES VEHICLE TRANS PAUSES/SURGES DOES NOT SHIFT
SMOOTHLY [redacted]
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED
TO VEHICLE 6U78575 FROM LOT BOTH VEHICLES PERFORED IN LIKE
MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER
AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY. RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER.		WARRANTY

TOTAL - PARTS 0.00

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 [CONTINUED ON NEXT PAGE] 11:24am

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MV-47590

INVOICE

www.scionoftallahassee.com

CUSTOMER NO 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 6976		INVOICE DATE 10/21/05	INVOICE NO. TOCS163777
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 930		COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
[redacted] BUSINESS PHONE	E.T.E. NO. / P.O. NO.			R.O. DATE 10/13/05	REPRINT# 1
TOTALS	COMMENTS				MO: 935

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
****

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

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LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

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 CUSTOMER COPY [END OF INVOICE] 11:24am

Reynolds and Reynolds, ENVISTEMS CS311190 (9/95)

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MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954		INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 1,254	COLOR 7	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
R [redacted]	E.T.E. NO.	P.O. NO.		R.O. DATE 11/01/05	
	BUSINESS PHONE	COMMENTS			

LABOR MO: 1254

J# 1 AUTOZONE [illegible] INTERNAL

CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS----------

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

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STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 2 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

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CUSTOMER COPY

[END OF INVOICE] 10:35am

Hayneville and Haywood, BRYANTSVILLE CC251180 Q (8/03)

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TALLAHASSEE, FLORIDA 32304
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MV-47590

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INVOICE

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 12/08/05	INVOICE NO. TDCS165201	
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,186	COLOR /	STOCK NO.	
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	R.O. NO.	R.O. DATE 10/29/05		
RE [redacted]	BUSINESS PHONE	COMMENTS			

MO: 1186

LABOR

J# 1 51T0201 BODY ELECT CONCERN HOURS: TECH(S): 3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95T0Z BODY REFINISH HOURS: TECH(S): 3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	00258-008R5	PAINT BLUE		INTERNAL

TOTAL - PARTS 0.00

G.O.G. & SUPPLIES

JOB # 2 1.0 PAINT AND MATERIALS @ /UNIT INTERNAL

TOTAL - GOG 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

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CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	INVOICE NO. TOCS162119	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 560	COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		PROMISE 09/26/05	
[redacted] BUSINESS PHONE	COMMENTS				MO: 568

LABOR

J# 1 60TOZ INTERIOR TRIM HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51T0Z05 HEADLIGHTS HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30T0Z01 AUTO TRANS CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES TRANS ROUGH CHANGE GEARS LOW SPEEDS
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11T0Z01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES VEH SURGES ON ACCEL FROM STOP WHILE IN TRAFFIC
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51T0ZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

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CUSTOMER SIGNATURE

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CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Reproduce and Thermally, BINADRIVE, CSANAN CI (MADE)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	PAG NO. 6976		INVOICE DATE 10/24/05	INVOICE NO. TOCS163777
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 930	COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	E.T.E. NO.	P.O. NO.		R.O. DATE 10/13/05	REPRINT# 1
[redacted]	BUSINESS PHONE	COMMENTS			MO: 935

LABOR

J# 1 61T0Z — EXTERIOR TRIM — HOURS: 0.00 TECH(S) 777 — WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51T0Z — BODY ELECTRICAL — HOURS: 0.50 TECH(S) 345 — WARRANTY
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
TECH RECALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51T0Z01 — BODY ELECT CONCERN — HOURS: 0.30 TECH(S) 345 — WARRANTY
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
TECH CONFIRMED RT REAR SEAT BELT WOULD NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 51T0Z12 — WIPER/WASHER — HOURS: 0.10 TECH(S) 345 — WARRANTY
C/STATES DRIVERS WIPER WONT CLEAN WATER / SMEARS
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09T0Z01 — EGI SYSTEM CONCERN — HOURS: 0 TECH(S) 345 — INTERNAL
CUST STATES VEH ONLY GETS 20 MILES PER GALLON
TECH INSPECTED ENG DATA, ALL WITHIN SPECS

J# 6 30T0Z01 — AUTO TRANS CONCERN — HOURS: TECH(S) 345 — WARRANTY
CUSTOMER STATES VEHICLE TRANS PAUSES/SURGES DOESNT SHIFT
SMOOTHLY ESPECIALLY IN PARKING LOTS.
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED
TO VEHICLE U078575 FROM LOT BOTH VEHICLES PERFORED IN LIKE
MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER
AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER,		WARRANTY

TOTAL - PARTS 0.00

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

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 [CONTINUED ON NEXT PAGE] 11:24am

INVOICE

LEGACY TOYOTA
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TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 6976		INVOICE DATE 10/21/05	INVOICE NO. TOCS163777
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO.	MILEAGE 930		COLOR /	STOCK NO.
	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]			SELLING DEALER NO.	PRODUCTION DATE
[redacted] BUSINESS PHONE	E.T.E. NO. / R.O. NO.			R.O. DATE 10/13/05	REPRINT# 1
	COMMENTS				MO: 935

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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Reynolds and Reynolds, EXAUTB1HE 00331000 (06/01)

 CUSTOMER COPY [END OF INVOICE] 11:24am

INVOICE

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3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026		TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE	LICENSE NO.	MILEAGE 1,254	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4 T 1 B K 3 6 B X 6 U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.		R.O. DATE 11/01/05	
R [redacted]	BUSINESS PHONE	COMMENTS			MO: 1254

LABOR
J# 1.60TOZ01 INT TRIM CONCERN HOURS TECH(S) 3002 INTERNAL
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME. WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS, VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 10:35am

TMS 0548

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MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954		INVOICE DATE 12/08/05	INVOICE NO. TOCS165201
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 1,186	COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	R.O. NO.		R.O. DATE 10/29/05	
RE [redacted]	BUSINESS PHONE	COMMENTS			MO: 1186

LABOR

J# 1 51T0Z01 BODY FLEET CONCERN HOURS: TECH(S):3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95T0Z BODY REFINISH HOURS: TECH(S):3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	00258-008R5	PAINT BLUE		INTERNAL

TOTAL - PARTS 0.00

G.O.G. & SUPPLIES

JOB # 2	1.0	PAINT AND MATERIALS	@	/UNIT	INTERNAL

TOTAL - GOG 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

DISCLAIMER OF WARRANTIES

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Hyundai and Hyundai CONFIDENTIAL CCS1146 0 (NHA)

TOIS165450

TOIS165450

LEGACY TOYOTA
TALLAHASSEE, FL

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954		INVOICE DATE 11/03/05	INVOICE NO. TOIS165450
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO. / MILEAGE 1,254			COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			BELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.		R. O. DATE 11/01/05	
R [redacted]	BUSINESS PHONE	COMMENTS		MO:	MO: 1254

LABOR----------

[redacted]
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS----------

CONTROL# ACCOUNT# AMOUNT..

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

APPROVED BY SIGNATURE

All parts for repair work completed are guaranteed for 12,000 miles or 12 months, whichever comes first.

DISCLAIMER OF WARRANTIES
THE ONLY WARRANTIES, IF ANY, APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

TERMS: CASH UNLESS ARRANGEMENTS MADE. A FINANCE CHARGE OF % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS. ANNUAL PERCENTAGE RATE OF %.

CUSTOMER SIGNATURE
CUSTOMER ACKNOWLEDGES RECEIPT OF COPY

ACCOUNTING COPY-I

[END OF INVOICE] 08:27am

Copyright © 1988 The Reynolds and Reynolds Company

Motor Vehicle Defect Notification

(Please print clearly in black ink, or type)

RECEIVED

JAN 30 2006

CR DEPT

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

- ☑ The vehicle has been out of service at least 15 days to repair one or more substantial defects.
- ☑ 3 or more repair attempts have been made to repair the **same** substantial defect or condition. This is notification of the final opportunity to correct the continuing substantial defect(s) or condition(s).

Description of continuing defect(s) or condition(s) transmission and passenger air bag sensor problems.

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)

Vehicle Make Toyota Model Avalon Year 2006

VIN 4T1BK36B1Y6[redacted] Date of Delivery Sept. 17, 2005

Name and City/State of selling dealer or leasing company (if applicable) Central Florida Toyota Orlando, FL

Name and City/State of authorized service agent(s) attempting previous repairs Legacy Toyota Tallahassee, FL

Consumer [redacted] Home phone [redacted]

Address [redacted] Work phone

Tallahassee, FL [redacted] Signature

Date Mailed January 23, 2006

White—manufacturer's copy, send by registered (return receipt requested) or express mail. Yellow—consumer's copy, keep for your records. Pink—Attorney General's copy, send by regular mail. (1/98)

RECEIVED

JAN 30 2006

Customer Resolution Group

TMS 0555

TOY-RQ-05E-00000429

WS02010/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:47:20 PAGE 1

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	435095	REFERENCE NO		TYPE CLASS	63
SERVICING DEALER	09178	REPAIR DATE	08/26/05	REPAIR MILES	3
DATE FIRST USE	00/00/00	RECEIPT DATE	08/29/05	R/O NUMBER	883
EDITS BYPASSED		OPERATION CODE	001013	COMB CODES	
AUTH NUMBER	G	SSC NUMBER		SUBLET AMT	.00
T1 CODE		FAILED PART			
T2-T3 CODES	-				
REQUESTED AMT	90.54	PAID DATE	08/29/05	PAID AMOUNT	90.54

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0557

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:17 PAGE 2

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	R21675	REFERENCE NO		TYPE CLASS	62
SERVICING DEALER	09199	REPAIR DATE	09/17/05	REPAIR MILES	1
DATE FIRST USE	09/17/05	RECEIPT DATE	09/20/05	R/O NUMBER	069529
EDITS BYPASSED		OPERATION CODE	001020	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE		FAILED PART			
T2-T3 CODES	-				
REQUESTED AMT	27.75	PAID DATE	09/20/05	PAID AMOUNT	27.75

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:18 PAGE 3

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	751735	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	09/26/05	REPAIR MILES	560
DATE FIRST USE	09/17/05	RECEIPT DATE	09/28/05	R/O NUMBER	162119
EDITS BYPASSED		OPERATION CODE	614994	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	62	FAILED PART	63650-AC050-A0		
T2-T3 CODES	13-				
REQUESTED AMT	29.42	PAID DATE	09/28/05	PAID AMOUNT	29.42

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0559

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:19 PAGE 4

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758612	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	530994	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	67	FAILED PART	53301-AC040-		
T2-T3 CODES	88-				
REQUESTED AMT	73.55	PAID DATE	10/25/05	PAID AMOUNT	73.55

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

WS02010/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:20 PAGE 5

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758621	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	893994	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	99	FAILED PART	89170-07220-		
T2-T3 CODES	74-				
REQUESTED AMT	36.78	PAID DATE	10/25/05	PAID AMOUNT	36.78

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

WS0201O/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:21 PAGE 6

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758630	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	711511	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	99	FAILED PART	73360-AC021-A0		
T2-T3 CODES	40-				
REQUESTED AMT	148.97	PAID DATE	10/25/05	PAID AMOUNT	148.97

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

WS02010/WAA912 SERVICE SERIAL MASTER INQUIRY 06/06/06 TCP12891
11:48:22 PAGE 7

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER SELL	09199	RETAIL DATE	09/17/05	RETAIL MILES	0
INVOICE DATE	08/25/05	DATE FIRST USE	09/17/05	MODEL	3534A
EXT WARRANTY		DEMO		DAMAGE	NO
WARRANTY STATUS	W	AIR COND	FAC	TRANS TYPE	5SPD-ECT
P.O.E.	13	COLOR	08R5	ENGINE	2GR-0071406
PRODUCTION DATE	507	BED MFG		BED SERIAL	
SURVEY SENT		SHIPMENT DATE	08/22/05	FOREIGN SOLD	NO
ACCESSORIES	FE EV AC				

* CLAIM COMPLETE * (VEH)

CLAIM NO	758649	REFERENCE NO		TYPE CLASS	11
SERVICING DEALER	09212	REPAIR DATE	10/21/05	REPAIR MILES	930
DATE FIRST USE	09/17/05	RECEIPT DATE	10/25/05	R/O NUMBER	163777
EDITS BYPASSED		OPERATION CODE	850071	COMB CODES	
AUTH NUMBER		SSC NUMBER		SUBLET AMT	.00
T1 CODE	75	FAILED PART	85222-AC010-		
T2-T3 CODES	13-				
REQUESTED AMT	35.74	PAID DATE	10/25/05	PAID AMOUNT	35.74

PF4:RPH PF5:CLAIM HIST PF6:PREV PAGE PF8:NEXT PAGE PF10:PREV MENU PF11:LOGOFF

TMS 0563

VIN SERIAL : 4T1BK36BX6U[redacted]

MODEL :3534 RETL DEALER :09199 DELAND TOYOTA
RETL DATE :. MILEAGE :. TRANS:D
PROD DATE:507 SHIPMENT DTE:.
ENGINE:2GR0071406 A/C:1
DEMO:0 FLEET:0

----------WARRANTY REPAIR HISTORY----------

*DATE OF REPAIR : 08/26/05 SERVICING DLR : 09178 DELAND TOYOTA
CLAIM # :435095 RO# :883 TOTAL: $90.54
DFU : . REPAIR MILES : 3
OFP :N/A OPCODE : PRE-DE
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

ENGINE AREA INSPECT DONE

---

*DATE OF REPAIR : 09/17/05 SERVICING DLR : 09199 CENTRAL FLORIDA TOYOTA
CLAIM # :R21675 RO# :069529 TOTAL: $27.75
DFU :09/17/05 REPAIR MILES : 1
OFP :N/A OPCODE : 001020
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

ENGINE AREA

---

*DATE OF REPAIR : 09/26/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :751735 RO# :162119 TOTAL: $29.42
DFU :09/17/05 REPAIR MILES : 560
OFP :63650AC050A0 OPCODE : 614994
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

TRANSM/CLUTCH AREA DEFORMED ADUSTMENT DONE

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE

CLAIM # :758612 RO# :163777 TOTAL: $73.55
DFU :09/17/05 REPAIR MILES : 930
OFP :53301AC040 OPCODE : 530994
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

TRANSM/CLUTCH AREA ADUSTMENT DONE

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :758621 RO# :163777 TOTAL: $36.78
DFU :09/17/05 REPAIR MILES : 930
OFP :8917007220 OPCODE : 893994
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

GENERAL COMPLAINT ADUSTMENT DONE

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :758630 RO# :163777 TOTAL: $148.97
DFU :09/17/05 REPAIR MILES : 930
OFP :73360AC021A0 OPCODE : 711511
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

GENERAL COMPLAINT R&R PART(S)

---

*DATE OF REPAIR : 10/21/05 SERVICING DLR : 09212 LEGACY TOY OF TALLAHASSEE
CLAIM # :758649 RO# :163777 TOTAL: $35.74
DFU :09/17/05 REPAIR MILES : 930
OFP :85222AC010 OPCODE : 850071
SPECIAL SERVICE CAMPAIGN INFO :.

CONDITION/CAUSE/REMEDY CCRJ FROM T-CODES-

ELECTRICAL COMPLAINT DEFORMED R&R PART(S)

WS0210/WAA914 SERVICE SERIAL MASTER INQUIRY 02/21/06 ISZ00055

CLAIM HISTORY

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DEALER	CLAIM	REPAIR ORDER NUMBER	REPAIR ORDER DATE	REPAIR ORDER MILES	OFP	OPCODE	AMOUNT	DB
09178	435095	883	08/26/2005	000003		001013	90.54	V
09199	R21675	069529	09/17/2005	000001		001020	27.75	V
09212	751735	162119	09/26/2005	000560	63650-AC050-A0	614994	29.42	V
09212	758630	163777	10/21/2005	000930	73360-AC021-A0	711511	148.97	V
09212	758649	163777	10/21/2005	000930	85222-AC010-	850071	35.74	V
09212	758621	163777	10/21/2005	000930	89170-07220-	893994	36.78	V
09212	758612	163777	10/21/2005	000930	53301-AC040-	530994	73.55	V

BOTTOM OF LIST NO MORE CLAIMS

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

TMS 0569

WS0215/WAA915 SERVICE SERIAL MASTER INQUIRY 02/21/06 ISZ00055

REPLACEMENT PART HISTORY

SERIAL NUMBER : 4T1BK36BX - 6U[redacted]

DLR	CLAIM	--REPAIR ORDER-- NUMBER	DATE	PAID DATE	PART NUMBER	DESCRIPTION
09212	758630	163777	10/21/05	10/25/05	73360-AC021-A0	BELT ASSY, RR SEAT,
09212	758649	163777	10/21/05	10/25/05	85222-AC010	BLADE, FR WIPER, LH

BOTTOM OF LIST - NO MORE REPLACEMENT PART HISTORY

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

TMS 0570

[redacted] **UnitedAuto**

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A UnitedAuto Dealership
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www.centralfloridascion.com

Retail Order Contract

DATE [illegible] CONTRACT NO. [illegible]
VIN NO. [illegible] [redacted]

CO [redacted] ADDR [redacted] CITY [illegible] STATE FL ZIP [redacted]
NOW [redacted] BUS [redacted] CONSUMER SSN CONSUMER [redacted] DOB [redacted]
CO [redacted] ADDRESS [redacted] CITY [illegible] STATE [redacted]
NOW [redacted] BUSINESS [redacted] CO-CONSUMER SSN CO-CONSUMER [redacted] DOB [redacted]

SALESPERSON	STOCK NO.	YEAR	MAKE	MODEL	COLOR	MILEAGE	
[illegible]	[illegible]	200[illegible]	TOYOTA	[illegible]	BLUE	55	☐ NEW ☐ USED ☐ DEMO

TRADE-IN

YEAR	MAKE	MODEL	MILEAGE

VIN NO. PHONE
1ST LIENOR ACCT #

GUEST EMAIL ADDRESS

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.
CONSUMER [illegible]

DEALER FINANCING / LEASING

If Consumer executes a retail installment contract ("RIC") or lease in connection with the acquisition of the Vehicle, Dealer may terminate this Agreement if Dealer cannot obtain credit approval for Consumer or if Dealer is unable to sell Consumer's RIC / lease on terms of no less than par value (these approvals shall be collectively referred to as "Necessary Approvals"). Dealer's right of termination cannot be waived unless in writing. Necessary Approvals are not typically obtained at the time of delivery of the Vehicle and are beyond Dealer's control. Should Consumer take delivery of the Vehicle prior to Dealer's obtaining the Necessary Approvals, Consumer understands and acknowledges that pending the Necessary Approvals, delivery of the Vehicle to Consumer serves as a convenience to Consumer only and Consumer does not have, nor will acquire any rights or interests to the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked at any time without cause, requiring the Vehicle immediate return to Dealer in the same condition as it existed when delivered to Consumer. Additionally, the obtaining of the Necessary Approvals by Dealer and the complete payment by Consumer to Dealer of all moneys due at the inception of the RIC or lease serve as conditions precedent to the enforcement and validity of the RIC / lease, which shall be deemed null and void if such conditi[redacted]

CONSUMER: [redacted]

NEW VEHICLE

Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The only warranties applying to this Vehicle are those offered by the Manufacturer. The manufacturer's warranty is not affected by this disclaimer of warranties by Dealer. The Consumer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE

This Vehicle has been previously driven and the manufacturer warranty, if any, has been fully explained. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any Contract provisions in the Contract of sale. Consumer acknowledges that no representation has been made by any agent of Dealer that the Vehicle has or has not ever sustained damages prior to this purchase, nor does dealer have the obligation to make any such disclosure.

Unless otherwise noted immediately below, this Vehicle is sold "as is with all faults," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of profit or income, or any other incidental damages.

CHECK IF APPROPRIATE:

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is faxed with and made a part of this Contract.

☐ Previously leased or rented vehicle. I acknowledge I have been advised that the vehicle I am today purchasing is a used lease or hire, previously delivered that was returned, or manufacturer buy-back.

PRICE

ACCESSORIES/OPTIONS		
		N/A
		N/A
LESS TRADE-IN ALLOWANCE AND/OR DISCOUNT		N/A
DIFFERENCE	25312.25	
Pre-delivery Fees (These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and detailing vehicles, and preparing documents related to the sale.)		N/A
DELIVERY FEES	699	50
DOCUMENTATION FEES	149	50
NEW CAR/SLA WASTE TIRE FEE & LEAD ACID BATTERY FEE	6	50
USED CAR LEAD ACID BATTERY FEE	XXXXXXXX	50
SUBTOTAL	2547[illegible].71	
SALES TAX	154[illegible].50	
LOCAL OPTION SALES TAX	75.00	
LEMON LAW/WARRANTY ENFORCEMENT ACT (New/Cars Only)	2	00
FLORIDA TITLE, REGISTRATION, TAG AGENCY FEE & LICENSE FEES	150.[illegible]	
SUBTOTAL	2774[illegible].11	
BALANCE DUE ON TRADE (Consumer does grant, bargain, convey, sell, assign and transfer to Dealer all of Consumer's right, title and interest in the Trade-in described below)		N/A
TOTAL AMOUNT DUE	2774[illegible].11	
REBATE		N/A
DEPOSIT		N/A
TOTAL BALANCE DUE	[redacted]	

This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. Deposits are non-refundable.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to the agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or are related to the purchase or lease of the automobile identified in this Motor Vehicle Retail Order and the financing thereof, including the validity of this agreement. The Arbitrated Agreement is made pursuant to a transaction involving interstate commerce and should be governed by the Federal Arbitration Act, 9 U.S.C. §§1, and not by state law regarding arbitration. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. State Consumer Fraud Act claims, Used Car Lemon Law claims and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action, either in arbitration or through a court action. There are no limitations on the type of claims that must be arbitrated except for new car lemon law claims, Magnuson-Moss Warranty Act claims, and small claims filed as a court action, unless such small claim is then removed, transferred or appealed to a different court. The arbitration shall be conducted in accordance with this agreement and with the Rules of JAMS Mediation (the "Rules") before a single arbitrator. If a conflict exists between the terms of this Arbitration Agreement and the Rules, then this Arbitration Agreement shall govern. The costs incurred in the arbitration process shall be shared as provided by the Rules. The arbitration shall take place in Florida at a mutually agreed upon location. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.
THIS ARBITRATION AGREEMENT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION, HAVE A JURY TRIAL, OR PURSUE YOUR CLAIM AS A CLASS ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER AND THAT I HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER IN CONNECTION WITH THIS TRANSACTION.

[redacted] [illegible] [illegible]/2005

Consumer's Signature — Co-consumer's Signature — Sales Manager — Date

TMS 0571

REG. TAX	INIT REG.	COUNTY FEE	MAIL FEE	SALES TAX	TITLE FEE
$19.97	$	$7.75	$	$0.00	$27.00

PLATE ISSUED	DATE ISSUED	INTERNET KIOSK FEE	VOLUNTARY CONT. TOTAL	GRAND TOTAL
X	10/04/05	$0.00	$	$54.72

FLORIDA VEHICLE REGISTRATION

DATE ISSUED: 10/04/05
DL#: [redacted] DL#: [redacted]
TAG# [redacted] DECAL#: [redacted] EXP: 12/29/06
VIN:4T1BK36BXGU[redacted] TC: [redacted] YR/MK:2006 TOYT

[redacted]

TALLAHASSEE, FL [redacted]

L#: [redacted] T#: [redacted] B#: [redacted] R#: [redacted]

TMS 0572

REG. TAX	INIT REG.	COUNTY FEE	MAIL FEE	SALES TAX	TITLE FEE
$33.10	$	$3.00	$0.60	$0.00	$

PLATE ISSUED	DATE ISSUED	INTERNET KIOSK FEE	VOLUNTARY CONT.TOTAL	GRAND TOTAL
	06/08/05	$0.00	$	$36.70

FLORIDA VEHICLE REGISTRATION

DATE ISSUED: 06/08/05
DL#: [redacted]
TAG# [redacted] DECAL#: [redacted] EXP: 07/11/06
VIN:4T1BF28B9YU[redacted] TC:[redacted]YR/MK:2000 TOYT

[redacted]

TALLAHASSEE, FL [redacted]

6874 T#: [redacted] B#: [redacted] R# [redacted]

No. 1060040

Yes/No
Yes/No
Yes/No
Yes/No
Yes/No

Sun Gen B Pms

olivery Checksheet with
that it meets the standards

Delivery Person Signature)

s vehicle are demonstrated.

TMS 0573

UnitedAuto

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TOCB270447

INVOICE

TOCB270447

SATISFYING CUSTOMERS PARTS & SERVICE TOYOTA every day

CENTRAL FLORIDA TOYOTA ORLANDO

Service Excellence Award

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Orlando, Florida 32837
Service Direct: (407) 472-5220 Main #: (407) 846-1600

CUSTOMER NO. 111552	ADVISOR RAYMOND J LOPEZ 226	TAG NO. 529	INVOICE DATE 09/20/05	INVOICE NO. TOCB270447
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 1		COLOR /	STOCK NO. 60457
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON/AVALON 4DR XL		DELIVERY DATE 09/17/05	DELIVERY MILES 86
	VEHICLE ID. NO. 4T1BK36BX6U[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.	R. O. DATE 09/20/05	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 1

JOB# 1 CHARGES----------

LABOR----------

J# 1 90TOZ001 NEW CAR DELIVERY TECH(S):115 INTERNAL
NEW CAR DEPARTMENT / CLEAN FOR DELIVERY

G.O.G. & SUPPLIES----------

1.0 DETAIL MATERIALS 2 @ /UNIT INTERNAL
TOTAL - GOG 0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX TOCB JOB# 1 TOTAL 0.00

TOTALS----------

****
* [ ] CASH [ ] CK NUMBER [ ] VISA & MC [ ] DISC [ ] *
*
* [ ] WARRANTY [ ] CHARGE ACCT NUMBER *
****

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

AT CENTRAL FLORIDA TOYOTA YOU ARE ENTITLED TO AN EXCELLENT OVERALL SERVICE EXPERIENCE THAT WOULD ALLOW YOU TO RECOMMEND US TO YOUR FRIENDS & FAMILY.

IF YOU FEEL THAT WE HAVE NOT REACHED OUR GOAL OR YOU CAN NOT RECOMMEND US, I WANT TO KNOW.

SERVICE ADVISOR:
I CAN BE REACHED AT @ 407-472-5200 EXT. 5221
MARK HEPLER - SERVICE MANAGER

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

DON'T FORGET . . .

We have a Full Service Collision Repair Center located at our Kissimmee location "Central Florida Toyota" (Formerly Kissimmee Toyota) 2535 N. Orange Blossom Trail Kissimmee, FL 34744 (407) 472-5370

IMPORTANT

You may receive a questionnaire from TOYOTA. If for any reason you feel you cannot rate our services excellent, please contact our Customer Service Rep. An "Excellent" rating does not mean we are perfect but rather that we did our job well and served you professionally.

SEE BACK OF INVOICE FOR ADDITIONAL INFORMATION REGARDING REPAIRS

ALL PARTS NEW UNLESS OTHERWISE SPECIFIED

PAGE 1 OF 1 SERVICE FILE COPY { END OF INVOICE } 06:19pm

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TMS 0574

INVOICE

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

www.legacytoy.com

www.scionoftallahassee.com

CUSTOMER NO. 117690 [redacted] TALLAHASSEE, FL [redacted]	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	RO/OPS NO. 10CS162119
	LABOR RATE	LICENSE NO.	MILEAGE 560	COLOR 7
	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			STOCK NO.
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]			DELIVERY DATE / DELIVERY MILES
				SELLING DEALER NO. / PRODUCTION DATE
	F.T.E. NO.	E.O. NO.	PROMISED 09/26/05	
[redacted]	BUSINESS PHONE	COMMENTS		

MO: 568

LABOR

J# 1 60TOZ INFERIOR TRIM HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51TOZ05 HEADLIGHTS HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30TOZ01 AUTO TRANS CONCERN? HOURS: TECH(S):330 INTERNAL
CUST STATES TRANS ROUGH CHANGE GEARS LOW SPEEDS
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11TOZ01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES VEH SURGES ON ACCEL FROM STOP WHILE IN TRAFFIC
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51TOZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	WARRANTY
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

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PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 04:07pm

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TMS 0575

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	DIS NO. 6976	INVOICE DATE 10/24/05	INVOICE NO. TOCS163777
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO. / LICENSE 930		COLOR /	STOCK NO.
	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	E.T.E. NO. / P.O. NO.		P.O. DATE 10/13/05	REPRINT# 1
[redacted] BUSINESS PHONE	COMMENTS			MO: 935

LABOR

J# 1 61402 EXTERIOR TRIM HOURS: 0.50 TECH(S) 777 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51702 BODY ELECTRICAL HOURS: 0.50 TECH(S) 345 WARRANTY
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
TECH RECALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51702C1 BODY ELECT CONCERN HOURS: 0.30 TECH(S) 345 WARRANTY
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
TECH CONFIRMED RT REAR SEAT BELT WOULD NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 51702I2 WIPER/WASHER HOURS: 0.10 TECH(S) 345 WARRANTY
C/STATES DRIVERS WIPER WONT CLEAN WATER / SMEARS
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09102C1 EGI SYSTEM CONCERN HOURS: TECH(S) 345 INTERNAL
CUST STATES VEH ONLY GETS 20 MILES PER GALLON
TECH INSPECTED ENG DATA, ALL WITHIN SPECS

J# 6 30102C1 AUTO TRANS CONCERN HOURS: TECH(S) 345 WARRANTY
CUSTOMER STATES VEHICLE TRANS PAUSES/SURGES DOESNT SHIFT S
SMOOTHLY ESPECIALLY IN PARKING LOTS
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED
TO VEHICLE U078575 FROM LOT BOTH VEHICLES PERFORED IN LIKE
MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER
AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA	WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER,	WARRANTY

TOTAL - PARTS 0.00

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 (CONTINUED ON NEXT PAGE) 11:24am

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
117690	DONALD ENGLAND 3026	6976	10/21/05	TOCS163777
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO. / MILEAGE 930		COLOR /	STOCK NO.
	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]		BILLING DEALER NO.	PRODUCTION DATE
[redacted]	E.T.E. NO. / P.O. NO.		R.O. DATE 10/13/05	REPRINT# 1
	BUSINESS PHONE / COMMENTS			MO: 935

TOTALS

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
****

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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

DISCLAIMER OF WARRANTIES

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Repaids and Repaids CRAFTBLUE CCS1169 O 06/01

 CUSTOMER COPY [END OF INVOICE] 11:24am

TMS 0579

163777

LEGACY TOYOTA

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY FOR YOUR CONVENIENCE WE ARE MAINTAINING A SERVICE HISTORY OF YOUR VEHICLE. LISTED ARE THE LAST SERVICES PERFORMED ON YOUR VEHICLE.

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
09/26/05	162119	560	3026	330	W	60TOZ	INTERIOR TRIM
				330	I	51TOZ05	HEADLIGHTS
				330	I	30TOZ01	AUTO TRANS CONCERN
				330	I	11TOZ01	ENGINE CONCERN
				330	I	51TOZZ	BODY ELECT CONCERN

SALESPERSON NO. S E R V I C E STATE REG# MV09712

BASIS FOR CHARGE: ☐ FLAT RATE	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO. 163777
HOURLY RATE ☐ 60HR ☐ Yes ☐ No	[redacted] TALLAHASSEE, FL [redacted]	CUSTOMER NO. 117690 / SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	R.O. DATE 10/13/05
PARTS FOR CHGE. ☐ YES ☐ NO		COLOR / CONTRACT NO. 935	EXPIRATION DATE	EXPIRATION MILES	DEALER 6976	
		TURBO / MMC TOZZ / AIR COND. / P.S. / TRANS / MILEAGE 930	ADVISOR NO. 3026	ADVISOR DONALD ENGLAND		
☐ CASH ☐ CREDIT CARD ☐ CHARGE ☐ INTERNAL	R [redacted] / BUSINESS PHONE					
	TIME RECEIVED 09:48am / DATE/TIME PROMISED 10/13/05 08:00pm	PRIORITY				
APPOINTMENT ☐ Yes ☒ No	ANOTHER PERSON WHO MAY AUTHORIZE WORK NAME: PHONE:	LABOR RATE				

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"THIS DEALERSHIP UTILIZES THE HOURS PUBLISHED IN THE FACTORY LABOR TIME GUIDE, MITCHELL MANUAL, AND/OR MITCHELL CRASH BOOK WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY, THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE."

JOB

1 W 61TOZ EXTERIOR TRIM
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
85022-AC010 .5 67/88 530994

2 W * 51TOZ BODY ELECTRICAL
CUST STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
89170-07220 893994 88/74
FP#

3 W * 51TOZ01 BODY ELECT CONCERN
CUST STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
73360 711511 .3 99/40
PC021-10

4 W * 51TOZ12 WIPER/WASHER
C/STATES DRIVERS WIPER WONT CLEAN WATER / SMEARS 85002 1
85222-PC010

5 W 09TOZ01 FUEL SYSTEM CONCERN
CUST STATES VEH ONLY GETS 20 MILES PER GALLON 75/13

6 -W

#V07875 Returned wiper + seat Belt

53701-AC040 1 m 10.20

Ready

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED [ ]. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ Date _____

ADDITIONAL WORK AUTHORIZED

DATE _____ TIME _____ S/A _____

PHONE _____ AUTH. BY _____

REVISED ESTIMATE $ _____

UPDATED PROMISED TIME _____

A DAILY STORAGE FEE WILL BE CHARGED THREE (3) WORKING DAYS AFTER YOU HAVE BEEN NOTIFIED WORK ON YOUR VEHICLE HAS BEEN COMPLETED. THE DAILY STORAGE FEE IS $10.00

I hereby authorize the repair work herein after set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or delivering the express mechanic lien is hereby acknowledged on vehicle to secure the amount of repairs thereon.
All repair work and parts for work completed are guaranteed for 12,000 or 12 months.

SIGNATURE CUSTOMER AUTHORIZATION DATE
Thank You For The Business 163777

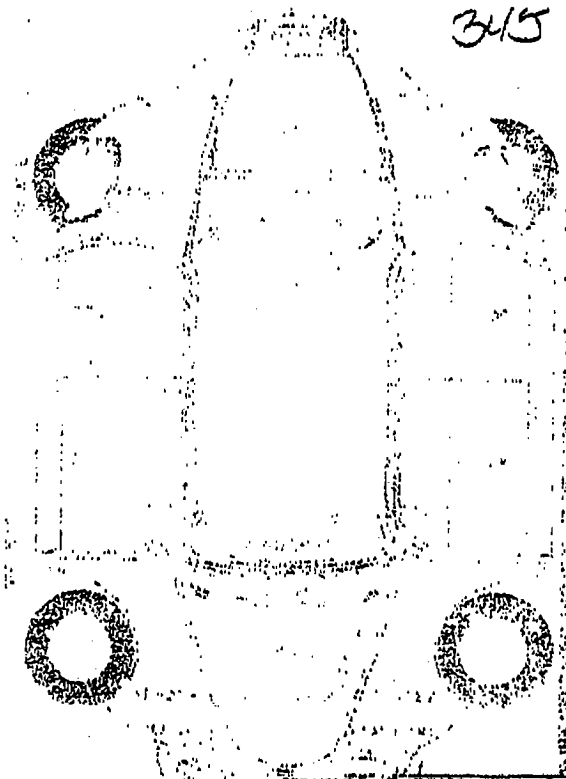
PAGE 1 OF 1 CUSTOMER COPY

TMS 0580

TOY-RQ-05E-00000449

DELIVERY INSPECTION REPORT

345



- Compared with new vehicle
  Recorded Data
- Ordered RR seatbelt
- Recalibrated RF seat for airbag
- Left wiper blade smears
  wiper deformed
  R&R left wiper blade

537145

RR seatbelt won't lock
lock mechanism broken
R&R RR seatbelt assy

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO. / DATE / OPER. NO.	TIME OFF
			OCT 20 10:30
			OCT 20 10:25

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO. / DATE / OPER. NO.	TIME ON
			OCT 14 9:10
			OCT 14 10:05

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 12/08/05	INVOICE NO. TOCS165201
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,186	COLOR /	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO. 4T1BK36BX6U[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	F.O. NO.	IN DATE 10/29/05	
[redacted] BUSINESS PHONE	COMMENTS			

MO: 1186

LABOR

J# 1 51T0Z01 5 BODY ELECT CONCERN HOURS: TECH(S):3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95T0Z BODY REFINISH HOURS: TECH(S):3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	00258-00BR5	PAINT BLUE		INTERNAL

TOTAL - PARTS 0.00

G.O.G. & SUPPLIES

JOB # 2	1.0	PAINT AND MATERIALS	@	/UNIT	INTERNAL

TOTAL - GOG 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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Upgraded and Reprinted 12/14/2005 12:23:45 PM

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 10:35am

TMS 0582

165201

165201

LEGACY TOYOTA

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

3002

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
51TOZ01	BODY ELECT CONCERN			95TOZ	BODY REFINISH		

SERVICE HISTORY

FOR YOUR CONVENIENCE WE ARE MAINTAINING A SERVICE HISTORY OF YOUR VEHICLE. LISTED ARE THE LAST SERVICES PERFORMED ON YOUR VEHICLE.

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
10/13/05	163777	930	3026	727	W	61TOZ	EXTERIOR TRIM
				345	W	51TOZ	BODY ELECTRICAL
				345	W	51TOZ01	BODY ELECT CONCERN
				345	W	51TOZ12	WIPER/WASHER
				345	I	09TOZ01	FUEL SYSTEM CONCERN
				345	W	30TOZ01	AUTO TRANS CONCERN

SALESPERSON NO.

S E R V I C E

STATE REG# MV09712

BAGS FOR CHARGE ☐ FLAT RATE ☐ HOURLY RATE ☐ BOTH ☐ YES ☐ NO

USE PARTS FOR CORE ☐ YES ☐ NO

☐ CASH ☐ CREDIT CARD ☐ CHARGE ☐ INTERNAL

VEHICLE I.D. NO. 4T1BK36BX6U[redacted]

YEAR/MAKE/MODEL 06/TOYOTA/AVALON

PRODUCTION DATE | STOCK NO. | LICENSE NO. | R.O. NO. 165201

[redacted]

TALLAHASSEE, FL[redacted]

CUSTOMER NO. 117690 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE 10/29/05

COLOR | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | TAG NO. 8954

TURBO | EWC TOZZ | AIR COND. | P.S. | TRANS | MILEAGE 1,186 | ADVISOR NO. 3026 | ADVISOR DONALD ENGLAND

[redacted] | BUSINESS PHONE

DATE RECEIVED 10:02am | DATE/TIME PROMISED 10/29/05 06:00pm | PRIORITY

APPOINTMENT ☐ Yes ☒ No | ANOTHER PERSON WHO MAY AUTHORIZE WORK NAME: PHONE: | LABOR RATE

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JOB

51TOZ01 BODY ELECT CONCERN
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT

95TOZ BODY REFINISH
REQUEST TOUCHUP REAR BUMPER

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

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☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ Date _____

ADDITIONAL WORK AUTHORIZED

DATE _____ TIME _____ S/A _____

PHONE _____ AUTH. BY _____

REVISED ESTIMATE $ _____

UPDATED PROMISED TIME _____

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I hereby authorize the repair work herein after set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein delivered on streets, highways or elsewhere for the purpose of testing and/or [redacted] on vehicle to insure the [redacted] 12,000 or 12 months.

DATE

Thank You For Your Patronage

165201

PAGE 1 OF 1 CUSTOMER COPY

TMS 0583

TMS 0584
TOY-RQ-05E-00000453

LEGACY TOYOTA
3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0188 • FAX: (850) 575-3226

REPAIR ORDER
WORK SHEET AUTHORIZATION

REPAIR ORDER DATE	TIME	VEHICLE IDENTIFICATION NUMBER	MILEAGE IN	LICENSE NUMBER	PRODUCTION DATE
		069524	1186		
MAKE		MODEL	MILEAGE OUT	EXT COLOR	STOCK #
SAVE PARTS ☐ YES ☐ NO	KEY NO.	HAT NO.	WRITTEN BY DVR	PROMISE TIME	P.O. NUMBER
HOME PHONE	CUSTOMER WAITING (YES) NO	PHONE WHEN READY YES NO			
BUSINESS PHONE	CELL PHONE	LABOR RATE			

Name _____
Address _____
City _____

Method of Payment: ☐ CASH ☐ CHECK ☐ CREDIT CARD | E-mail Address:

REQUESTED SERVICE

Repair Shop Registration # MV 47590

COMMENTS / DESCRIPTION

— Rt Fdr Aut Buy Shoujefll wf
PRS 10 Seat
Tonchyp Rear Bumper wash tbg

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES IF ANY APPLYING TO THESE PARTS AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

ESTIMATE

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED _____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I D[redacted]TEN ESTIMATE.

SIGNED [redacted] Date _____

Date _____ Time _____ S/A _____
Phone _____ Auth. By _____
Revised Estimate $ _____
Updated Promised Time _____

A STORAGE FEE OF $ 10.00 PER DAY MAY BE APPLIED TO VEHICLES WHICH ARE NOT CLAIMED WITHIN 3 WORKING DAYS OF NOTIFICATION OF COMPLETION.

"This dealership utilizes the hours published in the Factory Labor Time Guide, Mitchell Manual, and/or Mitchell Crash Book, which reflects an average time requirement for the performance of specific vehicle repairs, and which may, therefore, be either more or less than the actual clock time in any given instance."

THE FOLLOWING FEES MAY BE APPLICABLE TO WORK PERFORMED AT THIS REPAIR FACILITY: SHOP SUPPLIES, HAZARDOUS WASTE FEE: THIS REPRESENTS COST AND PROFIT TO THE MOTOR REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL [illegible]. STATE MANDATED FEES TIRE FEE: $1.00 PER TIRE [S.403.718], BATTERY FEE $1.50 [S.403.7185].

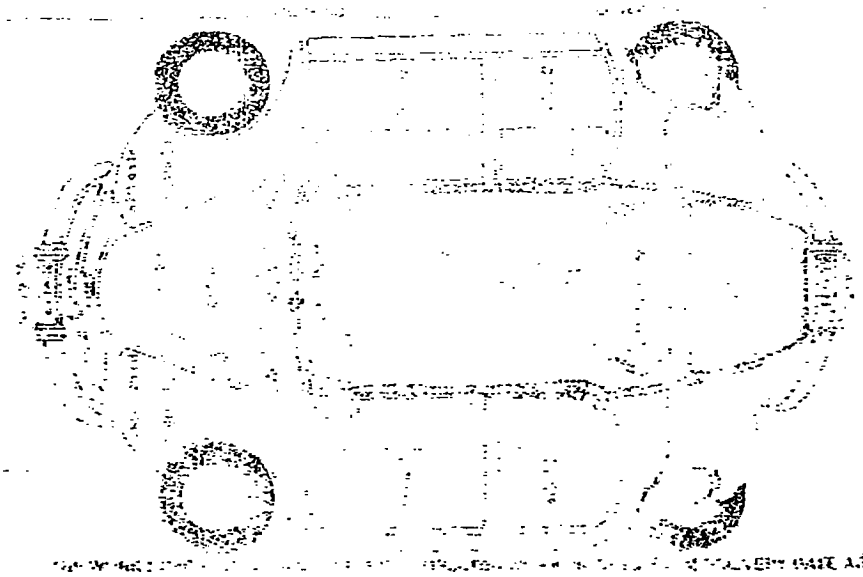
ALL NEW OR REMAN. PARTS FOR REPAIR WORK COMPLETED ARE GUARANTEED FOR 12,000 MILES OR 12 MONTHS WHICHEVER COMES FIRST.

I hereby authorize the repair work herein after set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspections. An express mechanic's lien is hereby acknowledged on vehicle in accordance [redacted] Code.

Signature [redacted] Date

Customer's Authorization
Thank You For Your Patronage

Reputable and Reputable COMM-0 (11/04)



DELIVERY CONDITION REPORT

BY

1.0

Had to Recalibrate
-0- pods on
seat to repair

3002

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,254	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4 T 1 B K 3 6 B X 6 U [redacted]		[redacted] DEALER NO	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 11/01/05	
R[redacted] / BUSINESS PHONE	COMMENTS			

MO: 1254

LABOR
J# 1 60TOZ01 INT TRIM CONCERN HOURS TECH(S) 3008 INTERNAL
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME. WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 10:35am

TMS 0586

165450

165450

LEGACY TOYOTA

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY FOR YOUR CONVENIENCE WE ARE MAINTAINING A SERVICE HISTORY OF YOUR VEHICLE. LISTED ARE THE LAST SERVICES PERFORMED ON YOUR VEHICLE.

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
10/13/05	163777	930	3026	727	W	61TOZ	EXTERIOR TRIM
				345	W	51TOZ	BODY ELECTRICAL
				345	W	51TOZ01	BODY ELECT CONCERN
				345	W	51TOZ12	WIPER/WASHER
				345	I	09TOZ01	FUEL SYSTEM CONCERN
				345	W	30TOZ01	AUTO TRANS CONCERN

SALESPERSON NO.

S E R V I C E

STATE REG# MV09712

BASIS FOR CHARGE: ☐ FLAT RATE ☐ HOURLY RATE ☐ BOSH ☐ YES ☐ NO

EXCEEDED FOR CLEAR: ☐ YES ☐ NO

☐ CASH ☐ CREDIT CARD ☐ CHARGE ☐ INTERNAL

APPOINTMENT: ☐ Yes X No

VIN/SVC ID NO.: 4T1BK36BX6U[redacted]

YEAR/MAKE/MODEL: 06/TOYOTA/AVALON

[redacted]

TALLAHASSEE, FL [redacted]

REFERENCE PHONE: [redacted]

BUSINESS PHONE:

TIME PROMISED: 11:25am DATE/TIME PROMISED: 10/29/05 06:00pm

PRIORITY:

ANOTHER PERSON WHO MAY AUTHORIZE WORK:

NAME:

PHONE:

LABOR RATE:

PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO.
			165450

CUSTOMER NO.	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	R.O. DATE
117690					10/05

COLOR	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TAG
			6686	[redacted]

TURBO	4WD	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
	TOZZ				1,254	3026	DONALD ENGLAND

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
"THIS DEALERSHIP UTILIZES THE HOURS PUBLISHED IN THE FACTORY LABOR TIME GUIDE, MITCHELL MANUAL, AND/OR MITCHELL CRASH BOOK WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE."

JOB

1 W * 60TOZ01 *INT TRIM CONCERN*
CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT AIR BAG ON ALL TIME, WARNING CHIME RINGS

Gone
Convenience Zone

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN. I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED [ ]. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ Date _____

ADDITIONAL WORK AUTHORIZED

DATE _____ TIME _____ S/A _____

PHONE _____ AUTH. BY _____

REVISED ESTIMATE $ _____

UPDATED PROMISED TIME _____

A DAILY STORAGE FEE WILL BE CHARGED THREE (3) WORKING DAYS AFTER YOU HAVE BEEN NOTIFIED WORK ON YOUR VEHICLE HAS BEEN COMPLETED. THE DAILY STORAGE FEE IS $10.00

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection, an express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto.
All repair work and parts for work completed are guaranteed for 12,000 or 12 months.

SIGNATURE | CUSTOMER'S AUTHORIZATION | DATE
Thank You For Your Patronage

165450

PAGE 1 OF 1 CUSTOMER COPY

TMS 0587

TOY-RQ-05E-00000456

Motor Vehicle Defect Notification

(Please print clearly in black ink, or type)

RECEIVED

JAN 30 2006

CR DEPT

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

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

☑ 3 or more repair attempts have been made to repair the **same** substantial defect or condition. This is notification of the final opportunity to correct the continuing substantial defect(s) or condition(s).

Description of continuing defect(s) or condition(s) transmission and passenger air bag sensor problems.

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)

Vehicle Make Toyota Model Avalon Year 2006

VIN 4T1BK36B1Y6U[redacted] Date of Delivery Sept. 17, 2005

Name and City/State of selling dealer or leasing company (if applicable) Central Florida Toyota Orlando, FL

Name and City/State of authorized service agent(s) attempting previous repairs Legacy Toyota Tallahassee, FL

Consumer [redacted] Home phone [redacted]

Address [redacted] Work phone

Tallahassee, FL [redacted] Signature

Date Mailed January 23, 2006

White—manufacturer's copy, send by registered (return receipt requested) or express mail. Yellow—consumer's copy, keep for your records. Pink—Attorney General's copy, send by regular mail. (1/98)

RECEIVED

JAN 30 2006

Customer Resolution Group

TMS 0437

TOY-RQ-05E-00000457

MICHAEL AND RACHEL SMITH,

Plaintiffs,

v.

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

Defendant.

IN THE COUNTY COURT OF THE 2ND JUDICIAL CIRCUIT IN AND FOR LEON COUNTY, FLORIDA

CASE NO. 06 CC 4758

FILED
COUNTY CIVIL DIV.
07 FEB 14 AM 8:39
BOB INZER
CLERK COUNTY COURT
LEON COUNTY, FLORIDA

AGREED ENTRY OF DISMISSAL WITH PREJUDICE

Upon being advised by the parties that this matter has been settled, the Court hereby ORDERS that Plaintiffs' claims against Defendant are hereby DISMISSED WITH PREJUDICE. Each party shall bear its own costs.

JUDGE

Aldo Bollinger, Esq.
(Florida Bar No. 486973)
Kurt D. Mitchell, Esq.
(Florida Bar No. 012860)
Consumer Legal Services, P.C.
1915 N. Dale Mabry, Suite 303
Tampa, Florida 33607
Phone: (813) 870-2525
Fax: (813) 870-2524
Attorneys for Plaintiffs

Joseph N. Tucker, Esq.
(Florida Bar No. 938297)
DINSMORE & SHOHL LLP
1400 PNC Plaza
500 W. Jefferson Street
Louisville, KY 40202
Phone: (502) 540-2300
Fax: (502) 585-2207
Attorneys for Defendant

1321363v1

IN THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, STATE OF FLORIDA
CIVIL DIVISION

MICHAEL SMITH and his wife, RACHEL SMITH

Plaintiff,

vs.

CASE NO.: 06-CC-4758
DIVISION:

TOYOTA MOTORS SALES, U.S.A., INC.,

Defendant
_____/

NOTICE OF SERVING ANSWERS TO INTERROGATORIES

Plaintiffs, MICHAEL SMITH and his wife, RACHEL SMITH, through their attorneys, Consumer Legal Services, P.C., hereby gives Notice of Serving Answers to Interrogatories propounded by Defendant TOYOTA MOTOR SALES, U.S.A., INC..

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true an correct copy of the foregoing has been furnished via U.S. Mail, to Joseph Tucker, DINSMORE & SHOHL, LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louiseville, KY 40202.

CONSUMER LEGAL SERVICES, P.C.

ALDO BOLLIGER, ESQ.
Fla. Bar No.: 486973
KURT MITCHELL, J.D.
Fla. Bar No.: 12860
JESSICA M. MILES, ESQ.
Fla. Bar No.: 016779
CONSUMER LEGAL SERVICES, P.C.
1915 N. Dale Mabry Highway Suite 303
Tampa, Florida 33607
Phone: (813) 870-2525

D & S
OCT 27 2006
D & S

ANSWERS TO TOYOTA MOTOR SALES, USA, INC.'S INTERROGATORIES

1. Rachel and Micheal Smith
   7667 McClure Drive
   Tallahassee, FL 32312
   850-668-8859(H)

Objection not relevant nor reasonably calculated to lead to the discovery of relevant evidence. Without waiving the foregoing objection, I was aided in these responses by my attorney, Aldo Bolliger, his paralegal, Jim Mayer, and legal assistant Shandria Frazier.

2. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, the answer can be derived by reviewing the summary contained in the Complaint and also Exibit C of the Complaint.

3. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer.

4. Objection; overlybroad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection transmission problems, airbag sensor, mpg computer is still off

5. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection 86 miles.

6. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection 14,090 miles.

7. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, Sept. 22, Sept 26, Oct 13, Oct 31, Nov 3, Dec 8

   a. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, See the repair order summary contained in the Complaint.

   b. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, I spoke with either Rob Sloan or Mr. England

   c. Objection; vague and ambiguous as framed, and thus likely to lead to a

misleading answer. Without waiving the foregoing objection, Sept 22, Sept 26, Oct 22, Oct 29, Oct 31, Nov 3, Dec 8

8. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, Feb 12, June 22

   a. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, Feb 12 for oil change & June 22 for oil change and tire rotation

   b. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, I don't know.

   c. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, Feb 12 & June 22

9. Objection; overbroad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objections the answer can be derived from repair order summary contained in the Complaint..

10. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, there is not a balance on the vehicle.

11. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waving the foregoing objection, the vehicle was only repaired by personnel at Legacy Toyota.

12. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, expert not identified yet.

13. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, not fully completed.

14. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing

objection, See the repair order summary located in the Complaint.

15. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer.

16. None

17. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer.

18. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer.

19. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer.

    a. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, a letter sent to TMS 12/31/05 about problems experienced & 1/23/06 about Lemon Law; response letter Jan. 12 & Jan 31

20. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, on or about September 27, 2005, Alfonso Mendoza bumped into my rear bumper with his front tag , scraping two small spots in the paint; $0 costs of damage, touch up paint was used to cover up two small spots on the bumper, Legacy Toyota, 12/8/05

21. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, transmission is defective and airbag sensor is defective.

22. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection transmission and airbag sensor

23. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, car still surges and airbag sensor will not come on even though my son

is older and larger now.

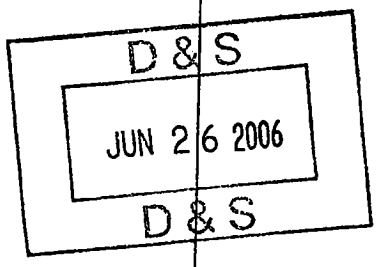
24. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection

25. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, Kelly Blue Book gives a value of $ 24,710.

26. Objection; vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, Internet Sales Email from Central Toyota valued vehicle at $28,350

27. Objection; overly broad and burdensome, and vague and ambiguous as framed, and thus likely to lead to a misleading answer. Without waiving the foregoing objection, website clearly shows Central Florida Toyota is Toyota Dealership.

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION



MICHAEL and RACHEL SMITH, Plaintiff, vs. TOYOTA MOTOR SALES USA, INC., Defendant.	Case No.: 06-CC-4758

NOTICE OF SERVING INTERROGATORIES

YOU ARE NOTIFIED that Plaintiff, MICHAEL and RACHEL SMITH, by and through CONSUMER LEGAL SERVICES, P.C., and the undersigned counsel, furnished to defendant, TOYOTA MOTOR SALES USA, INC, FIVE (5) interrogatories to be answered and completed within 30 days of service thereof. This notice is given pursuant to Fla. R.Civ.P.1.340(e).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy an correct copy of the following has been furnished by US Mail this 21st day of June, 2006 to: Joseph Tucker, Dinsmore & Shohl LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202.

ALDO BOLLIGER
FLA BAR 486973
RICHARD DENNO
FLA BAR 883336
KURT D. MITCHELL J.D.
FLA BAR 12860
CONSUMER LEGAL SERVICES, P.C.
1915 N. DALE MABRY STE 303
TAMPA FL 33607
P: 813 870 2525
F: 813 870 2524

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH, Plaintiff, vs. TOYOTA MOTOR SALES USA, INC. Defendant.	Case No.: 06-CC-4758

INSTRUCTIONS AND DEFINITIONS

The information that is sought must be given in full and in detail, under oath, whether you, your agent, representative, attorney, or any other person who has made this knowledge known to you secure it or from whom you can obtain this information and who is competent to testify to the facts stated.

As used herein, "describe", "specify" and/or "state" shall require you to set forth fully and unambiguously, using technical terms or words of art, if necessary, each and every relevant fact to the answer called for by the Interrogatory which the answering party or its agents, employees, or representatives have knowledge.

"Identify" when referring to an individual means to state:

(a) His/her name;

(b) Title or job classification at the time of the events referred to in the Interrogatory answers;

(c) Present address, if known, or his/her last known address and current or last known employer;

(d) Current telephone number, if known or his/her last known telephone number;

(e) Employer, if any;

(f) Employer's current address; and

(g) Employer's current telephone number.

"Identify" when referring to a document means:

(a) State the type of document (e.g., letter, journals, record, memorandum); its date, title, and identifying number, if any; general subject matter; and its present location;

(b) State each person who prepared it, each person for whom it was prepared, the last known address of each person who presently has custody of the original copies thereof.

"You" and "your" shall mean to include the answering party, and each of the said party's representatives, and where appropriate, the directors, firm, corporation, trust, governmental agency or other entities; and also, if relevant, the individual representing such "person".

"Persons" and/or "individual" shall mean any individual, partnership, firm, corporation, trust, governmental agency or other entities; and also, if relevant, the individual representing such "person".

When requested to state the factual basis for any answer, identify each occurrence, incident, and fact upon which reliance will be based at any trial or hearing of this action to support each answer, including: 1) the date thereof; 2) the place thereof; 3) the substance in detail of each occurrence, incident or fact; 4) the identification of each person who participated therein; 5) the identification of each person present; 6) the source of your knowledge thereof; and 7) the identification of any documents supporting your answer.

As used herein, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. Words of one gender shall be deemed to include words of all genders.

To the extent that they are not otherwise identified in the course of answering these Discovery Requests, identify with respect to each Interrogatory, all documents upon which you rely in responding to this Discovery Request.

These Discovery Requests are deemed continuing and any information secured after the service of answers hereto shall be served as supplemental answers within the time specified above, after such information is secured.

INTERROGATORIES

1. Identify all persons who were consulted and/or assisted in the preparation of answers to these interrogatories and the person(s) signing answers to these interrogatories.

ANSWER:

2. Did Defendant, their agents or employees, receive any contact from Plaintiff regarding the service of Plaintiff's vehicle?

ANSWER:

(a) If so, was the contact written or oral?

ANSWER:

(b) If so, did Defendant create any documentation related to the contact.

TOY-RQ-05E-00000467

ANSWER:

3. State the number and dates of service requests that Plaintiff made pursuant to Defendants' warranty.

ANSWER:

(a) Identify which service requests have been submitted as warranty reimbursement repair requests to Defendant regarding the vehicle that is the subject matter of this suit.

ANSWER:

(b) According to Defendant's records, how many days was the vehicle out of service for repairs from the date of delivery to Plaintiff.

ANSWER:

4. Have any contacts been made between any of Manufacturer's authorized dealers and Manufacturer, regarding any problems with the subject vehicle or complaints made by the Plaintiff?

ANSWER:

If so:

(a) Nature of contact;

ANSWER:

(b) Date;

TOY-RQ-05E-00000468

ANSWER:

(c) By whom;

ANSWER:

(d) Substance of contact;

ANSWER:

(e) Nature and substance of documentation guaranteed;

ANSWER:

5. List all Recalls, Campaigns, Special Service Messages, and/or Technical Service Bulletins that relate to the problems, defects, and/or concerns complained of by Plaintiff.

ANSWER:

By: _____

Name print: _____

Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, deposes and says that the above Answers to Interrogatories are true and correct.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2006.

_____

Notary Public

My Commission expires:

_____

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH, Plaintiff, vs. TOYOTA MOTOR SALES USA, INC., Defendant.	Case No.: 06-CC-4758

D & S
JUN 26 2006
D & S

REQUEST FOR ADMISSIONS TO TOYOTA MOTOR SALES USA, INC.,

Plaintiff, MICHAEL and RACHEL SMITH, through the undersigned counsel and pursuant to Fla. R. Civ. P. 1.370(a), requests that defendant, TOYOTA MOTOR SALES USA, INC., admit the truth of the following statements:

1. The repair orders attached to Plaintiff's Complaint as Exhibit B regarding the 2006 TOYOTA AVALON (hereinafter referred to as the "VEHICLE"), are authentic business records pursuant to FRE 90.803(6) and FRE 90.901.

2. The Retail Installment Contract attached to Plaintiff's Complaint, as Exhibit A is an authentic business record pursuant to FRE 90.803(6) and FRE 90.901.

3. Defendant does not require consumers to resort to an informal dispute mechanism as provided for in the Federal Magnuson-Moss Warranty Act and C.F.R. 703 before filing suit.

4. Defendant has never noted any of evidence of misuse or abuse of the VEHICLE by Plaintiff.

5. Defendant's service file does not contain any notations involving suspected misuse or abuse of the VEHICLE by Plaintiff.

TOY-RQ-05E-00000471

6. Defendant is currently unaware of any evidence of misuse or abuse of the VEHICLE by Plaintiff.

7. Plaintiff has never caused damage to the VEHICLE by misusing or abusing it.

8. Defendant required the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

9. Defendant Required the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

10. Defendant enters into a franchise agreement with its authorized Dealers.

11. This franchise agreement with its authorized dealers governs the relationship between the Defendant and its authorized dealers.

12. Defendant requires its authorized dealers to prominently display the Defendant's trademark.

13. Defendant controls the number of vehicles its authorized dealers may receive.

14. Defendant regularly sends employees to the State of Florida.

YOUR ATTENTION IS INVITED TO FRCP 1.370(A), WHICH PROVIDES THAT EACH REQUEST SHALL BE DEEMED ADMITTED UNLESS ANSWERS OR OBJECTIONS ARE SERVED IN ACCORDANCE WITH THAT RULE.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy an correct copy of the following has been furnished by US Mail this 21st day of June, 2006 to: Joseph Tucker, Dinsmore & Shohl LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202.

ALDO BOLLIGER
FLA BAR 486973
RICHARD DENNO
FLA BAR 883336
KURT D. MITCHELL J.D.
FLA BAR 12860
CONSUMER LEGAL SERVICES, P.C.
1915 N. DALE MABRY STE 303
TAMPA FL 33607
P: 813 870 2525
F: 813 870 2524

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, STATE OF FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH,

Plaintiff,

vs.

CASE NO.: 06-CC-4758

TOYOTA MOTOR SALES USA, INC.,

Defendant.

_____/

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JUN 26 2006
D & S

REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT TOYOTA MOTOR SALES USA, INC.,

Plaintiff, MICHAEL and RACHEL SMITH, , through the undersigned counsel and in accordance with the Florida Rules of Civil Procedure, requests that the defendant, TOYOTA MOTOR SALES USA, INC., produce to the undersigned attorney within 30 days of service hereof, by mail to 1915 N. Dale Mabry Highway, Suite 303, Tampa, Florida, 33607, for the purpose of inspection and copying, copies of the following documents:

As used herein, "document" shall have its customary broad meaning and shall include, without limitation, the following items whether original or copies: correspondence, records, schedules, tables, charts, reports, memorandum, notes, letters, telegrams, invoices, orders, order forms, messages (including reports of telephone conversations or conferences), minutes, interoffice communications, photographs, and all other written or printed material of any kind, prepared or received, by or in possession, custody or control of the answering party, his/her/its agents, servants, employees, other representatives or employer.

These Discovery requests are deemed continuing and any documents secured after production of documents shall be served upon the undersigned as supplemental documents after such documents are secured.

1. All repair orders and parts invoices applicable to the subject vehicle of Plaintiff's Complaint, 2006 TOYOTA AVALON VIN 4T1BK36BX6UD69529 (hereinafter referred to as"vehicle").

2. All warranty repair documents and warranty reimbursement documents applicable to the vehicle.

3. All warranty documents applicable to the vehicle.

4. All documents relating in any way to any examinations, tests, or inspections performed with respect to the vehicle.

5. All documents relating to pre-delivery preparation of the vehicle.

6. All documents reflecting any service, adjustments, repairs, or restorations to the vehicle prior to delivery to Plaintiff, including, but not limited to: all documents relating to events that may have affected the vehicle in any way at the manufacturing and/or assembly facility, in transit and/or shipping, and any other stage of pre-delivery.

7. All recall documents and/or service bulletins and/or technical service bulletins applicable to the vehicles.

8. All documents, including notes, memoranda, correspondence, telephone logs, and similar materials, relating in any way to the vehicle.

9. All statements taken by or on behalf of Defendant from any person with repect to the vehicle, including, but not limited to:

(a) All documents evidencing any communication regarding the vehicle.

(b) All documents evidencing any communications between Plaintiff and/or Plaintiff's representative and Defendant.

(c) All documents evidencing any communication between Defendant, and any

independent dealer, service facility, expert, and/or any other person or entity providing assistance to Defendant regarding the vehicle.

(d) All documents, including, but not limited to, letters or inter-corporate memoranda, between Defendant, which relate to handling warranty repairs on the vehicle.

10. The complete Sale or Lease file.

11. The complete Service file.

12. Any and all documents pertaining to the total dollar amounts paid by Defendant Manufacturer to Defendant Dealer for warranty repairs to the subject vehicle, including both parts and labor.

13. Any and all documents referencing Defendants' anticipated average cost of warranty repairs for the subject vehicle's model and year.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true an correct copy of the following has been furnished by US MAIL this 21st day of June, 2006 to: Joseph Tucker, Dinsmore & Shohl LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202.

CONSUMER LEGAL SERVICES, P.C.

ALDO BOLLIGER, ESQ.
Fla. Bar No.: 486973
RICHARD A. DENNO, ESQ.
Fla. Bar No.: 883336
CONSUMER LEGAL SERVICES, P.C.
1915 N. Dale Mabry Highway Suite 303
Tampa, Florida 33607
P: 813-870-2525

IN THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, STATE OF FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH,

Plaintiff,

vs.

CASE NO.: 06-CC-4758
DIVISION:

TOYOTA MOTOR SALES USA, INC.,

Defendants
_____/

RESPONSE TO FORD MOTOR COMPANY'S REQUEST FOR ADMISSIONS

Plaintiff, MICHAEL and RACHEL SMITH, through Consumer Legal Services, P.C., responds to defendant, TOYOTA MOTOR SALES USA, INC., Request for Admissions, dated October _____, 2006, as follows:

1. Denied.
2. Admitted..
3. Admitted.
4. Denied..
5. Denied.
6. Denied.
7. Denied.
8. Admitted.
9. Denied.
10. Denied.
11. Denied.

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12. Denied.

13. Admitted.

14. Admitted, See interrogatory questions # 20

15. Denied..

16. Denied.

17. Denied.

18. Denied.

19. Admitted.

20. Denied.

21. Admitted.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true an correct copy of the foregoing has been furnished via U.S. Mail, to Joseph N. Tucker, DINSMORE & SHOHL LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, KY 40202, this 24th day of October, 2006.

CONSUMER LEGAL SERVICES, P.C.

ALDO BOLLIGER, ESQ.
Fla. Bar No.: 486973
KURT MITCHELL, J.D.
Fla. Bar No.: 12860
JESSICA M. MILES, ESQ.
Fla. Bar No.:016779
CONSUMER LEGAL SERVICES, P.C.
1915 N. Dale Mabry Highway Suite 303
Tampa, Florida 33607
P: 813-870-2525

TOY-RQ-05E-00000478

THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, STATE OF FLORIDA
CIVIL DIVISION

MICHAEL SMITH and his wife,
RACHEL SMITH

Plaintiff,

Case No: 06 CC 4758

v

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

Defendant..

_____/

RESPONSE TO TOYOTA MOTOR SALES USA, INC'S FIRST REQUEST FOR PRODUCTION

Plaintiff, MICHAEL SMITH and his wife,RACHEL SMITH, through Consumer Legal Services, P.C., responds to defendant, TOYOTA MOTOR SALES, U.S.A., INC. ("Defendant or Toyota") First Request for Production.,

1. Objection; overbroad and burdensome, and vague and ambiguous. Without waiving the foregoing objections, copies of the repair order's have already been provided with Complaint.

2. Objection; overly broad and burdensome, and vague and ambiguous.

3. Objection; overly broad and burdensome, and vague and ambiguous. Without waiving the foregoing objections the requested documents are produced by the defendant and already in their possession

4. Objection; overbroad, burdensome, and vague. Without waiving the foregoing objections, copies have already been provided with customer's Complaint (Exibit C).

5. Objection; overbroad and burdensome, and vague and ambiguous.

6. Objection; overly broad and burdensome, and vague and ambiguous.

7. Objection; overly broad and burdensome, and vague and ambiguous.

8. Objection; overly broad and burdensome, and vague and ambiguous.

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9. Objection; overly broad and burdensome, and vague and ambiguous.

10. Objection; overly broad and burdensome, and vague and ambiguous.

11. Objection; overly broad and burdensome, and vague and ambiguous, without waiving the foregoing objection, none are in the possession of the client.

12. Objection; overly broad and burdensome, and vague and ambiguous.

13. Objection; overly broad and burdensome, and vague and ambiguous.

14. Objection; overly broad and burdensome, and vague and ambiguous.

15. Objection; overly broad and burdensome, and vague and ambiguous.

16. Objection; overly broad and burdensome, and vague and ambiguous.

17. Objection; overly broad and burdensome, and vague and ambiguous.

18. Objection; overly broad and burdensome, and vague and ambiguous.

19. Objection; overly broad and burdensome, and vague and ambiguous.

20. Objection; overly broad and burdensome, and vague and ambiguous.

21. Objection; overly broad and burdensome, and vague and ambiguous.

22. Objection; overly broad and burdensome, and vague and ambiguous.

23. Objection; overly broad and burdensome, and vague and ambiguous

24. Objection; overbroad and burdensome. Without waiving the foregoing objections, See attachment A.

25. Objection; overly broad and burdensome, and vague and ambiguous.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true an correct copy of the foregoing has been furnished via U.S. Mail, to Joseph N. Tucker, DINSMORE & SHOHL LLP, 1400 PNC Plaza, 500 West Jefferson Street. Louiseville, KY 40202 this 27th day of October, 2006.

CONSUMER LEGAL SERVICES, P.C.

ALDO BOLLIGER, ESQ.
Fla. Bar No.: 486973
KURT MITCHELL, J.D.
Fla. Bar No.: 12860
JESSICA M. MILES, ESQ.
Fla. Bar No.: 016779
CONSUMER LEGAL SERVICES, P.C.
1915 N. Dale Mabry Highway Suite 303
Tampa, Florida 33607
P: 813-870-2525

TOY-RQ-05E-00000481

TOY-RQ-05E-00000482

Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes

1. Agreement of Parties - Various Programs

These Rules shall apply whenever the parties have agreed to utilize them or under any warranty or similar dispute settlement program providing for administration by the National Center for Dispute Settlement (NCDS). The parties shall be deemed to have agreed to these Rules in the form in effect when the request for Arbitration is received by NCDS and shall be acknowledged and confirmed by the participation of the parties in the NCDS process. These Rules apply to several NCDS programs, which may differ as to the number of Arbitrators. In programs where three (3) Arbitrators are appointed, the decision of the Arbitrators means a majority.

2. Initiation of Proceedings

Proceedings are initiated by the filing of a request for Arbitration with NCDS in accordance with the directions contained in the documents under which the dispute has arisen. After initiation of the proceeding, no new or different claim may be added without compliance with all pre-Arbitration notice requirements, written agreement of all parties and consent of the Arbitrator(s).

3. Appointment of Arbitrator(s)

NCDS shall appoint a single Arbitrator, or in some programs three (3) Arbitrators, from its panel of qualified Arbitrators.

Qualifications of an Arbitrator

Any person appointed as an Arbitrator shall disclose to NCDS any circumstances likely to affect impartiality, including any bias, any financial or personal interest in the outcome of the proceeding, any past or present relationship with the parties or their counsel. Upon receipt of such information from the Arbitrator or any other source, NCDS shall communicate the information to the parties and, if it deems appropriate, to the Arbitrator(s). Upon objection of a party to the service of the Arbitrator(s), NCDS shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

5. Vacancy

NCDS is authorized to appoint another Arbitrator if a vacancy occurs or if any appointed Arbitrator is unable to serve promptly. The Arbitrator so appointed shall be subject to disqualification for the same reasons specified in Rule 4.

6. Time and Place of Hearing

The Arbitrator(s) have the authority to fix the date, time and place of the hearing, notice of which shall be given to the parties at least ten (10) calendar days in advance, unless the time period is waived by all parties.

7. Representation

Any party to the proceeding may attend the hearing or be represented at the hearing by another person. In the case of representation by an attorney, in the interest of fairness to all parties, the party retaining counsel or their attorney must advise NCDS and the other parties at least five (5) calendar days prior to the date of the hearing. Failure to follow this Rule with regard to notice may result in an adjournment of the scheduled hearing.

8. Attendance at Hearing

All parties to the dispute, as well as their representatives are entitled to attend the hearing. Unless excused by the Arbitrator(s), the registered owner of the vehicle shall be present. Witnesses may attend the hearing subject to the Arbitrator(s) authority to limit attendance or sequester witnesses during all or part of the hearing. The Arbitrator(s) shall determine whether any other person may attend the hearing.

9. Postponements

Hearings shall be postponed by the Arbitrator(s) only for good cause.

10. Confidentiality

To the extent permitted by law, the proceedings are deemed to be private and the statements of all participants are deemed to be confidential. The parties may make appropriate notes of the proceedings but audio or video recordings are strictly prohibited.

11. Stenographic Record

A stenographic record of the hearing is not required. Any party who wishes to, may make provision for a certified court stenographer at that party's own expense. A copy of the transcript must be provided to each Arbitrator and a copy made available for the review of the other party. The transcript is agreed by the parties to be confidential.

12. Proceedings and Communication with an Arbitrator

The hearing shall be conducted by the Arbitrator(s) in any manner which will permit full and expeditious presentation of the case by all parties. There shall be no direct communication between any party or representative of a party and any Arbitrator other than at the hearing except when initiated by an Arbitrator pursuant to Rule 6 and limited to the time or place of the hearing. In addition, the parties agree to protect the Arbitrator(s) from involuntary communications or testimony, other than the actual time and place of the hearing, in any other forum. The parties or their representative may speak with any other party or that party's representative at any time.

13. Proceedings in the Absence of a Party

The Arbitration hearing may proceed in the absence of any party or representative who has received notice of the hearing and fails to be present or fails to obtain an adjournment. A decision shall not be made solely on the default of a party. The Arbitrator(s) shall require any party who is present to submit such evidence as the Arbitrator(s) may require for the making of a decision.

14. Evidence

The parties may offer such evidence as is relevant and material to the dispute and shall produce such additional evidence as the Arbitrator(s) may deem necessary to an understanding and determination of the dispute. The Arbitrator(s) shall be the sole judge of the relevance and materiality of the evidence offered. Conformity with the legal Rules of evidence shall not be necessary. The expense of witnesses, expert witnesses, or reports submitted by any party shall be paid by the party producing such witnesses or reports. Unless excused by the Arbitrator(s), the vehicle which is the subject of the dispute shall be available at the hearing. Any party may, in an appropriate case, request a test drive. A test drive in such cases is a part of the proceeding and shall be conducted in a manner consistent with these Rules. No Arbitrator shall operate the vehicle during the test drive.

15. Evidence by Filing of Documents

The Arbitrator(s) may receive and consider documentary evidence. Documents to be considered by the Arbitrator(s) may be submitted prior to the hearing, at the hearing or as directed by the Arbitrator(s) provided a copy is simultaneously transmitted to all other parties and to NCDS for transmittal to the Arbitrator(s).

16. Closing of Hearings

The Arbitrator(s) shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or when satisfied that the record is complete, the Arbitrator(s) shall declare the hearing closed.

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17. *Waiver of Rules*

Any party who proceeds and who fails to state an objection in writing before the hearing is concluded regarding any alleged noncompliance with any requirement of these Rules or of the process shall be deemed to have waived the right to any such objection.

Time of Decision

The decision shall be rendered promptly by the Arbitrator(s) and unless otherwise agreed by the parties, no later than ten (10) calendar days from the date of the closing of the hearing.

19. *Form of Decision*

The decision shall be in writing and shall be signed by the Arbitrator(s).

20. *Delivery of Decision to Parties*

Parties shall accept as legal delivery of the decision the placing of the decision or a true copy thereof in the mail addressed to the party or its legal representative at the last known address, by personal service of the decision, or by the filing of the decision in any other manner that may be permitted by law.

21. *Applications to Court and Exclusion of Liability*

By agreeing to these Rules or proceeding in any manner r these Rules, each party agrees:

(a) Neither NCDS, its officers, directors or employees nor any Arbitrator in a proceeding under these Rules is a necessary party in judicial proceedings relating to the Arbitration; and

(b) Neither NCDS, its officers, directors or employees nor any Arbitrator shall be liable to any party for any act or omission in connection with any Arbitration conducted under these Rules.

22. *Hearing on Documents*

Under certain programs administered by NCDS, the party initiating Arbitration may select a hearing by a three (3) member board, based upon the submission of documents only. The provisions of these Rules shall apply only to the extent they are consistent with that process.

23. *Interpretation and Application of Rules*

Except where the Rules specifically state otherwise, the Arbitrator(s) shall interpret and apply these Rules insofar as they relate to the Arbitrator's powers and duties. All other Rules shall be interpreted and applied by NCDS, as administrator.

24. *Modification and/or Clarification*

Within twenty (20) calendar days of the date of mailing of the decision, any party may request modification and/or clarification of the decision. Applications for modification and/or clarification must be sent to NCDS for transmittal to the Arbitrator(s) and all other parties. A request for modification and/or clarification must set forth the specific portion or portions of the decision which are subject to the request. The Arbitrator(s) is not empowered to redetermine the merits of any claim already decided, but may modify the decision if the Arbitrator(s) find that the decision is not within the scope of the warranty or its coverage or has improperly identified a party or made an error not otherwise affecting the merits of the case. Written objections to modification and/or clarification must be delivered to NCDS for transmittal to the Arbitrator(s) and simultaneously sent to all parties within ten (10) calendar days of the application. The Arbitrator(s) shall rule on the application for modification and/or clarification within ten (10) calendar days from receipt of an objection or the expiration of time to make objections, whichever is earlier.

effective September 1, 2004
National Center for Dispute Settlement

Rules & Procedures for the Informal Resolution of Automobile Warranty Disputes

NCDS

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas Texas 75207

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the Arbitration Between

[redacted]

("Customer(s)")

and

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

DECISION

Case # 5006075

A Three-Person Board, consisting of Chris Lusk, Susan C. Legear and John Ross was appointed pursuant to NCDS rules as Arbitrators to determine disputes, which had arisen between the Customer(s), [redacted] and Toyota regarding a 2006 Avalon.

By a letter dated February 27, 2006, the Board advised the parties that a hearing based solely on documents would be conducted on March 28, 2006.

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on February 21, 2006, and may be summarized as follows:

The Customer states that the vehicle surges on acceleration from a stop, the transmission has a rough gear change in low speeds, the front passenger seat air bag is not working properly, the right rear seat belt will not lock on hard braking. The Customer would like a repurchase or a replacement vehicle.

SUMMARY OF PRESENTATION:

According to the "Customer Claim Form" received by NCDS on February 21, 2006 the Customer purchased a 2006 Toyota Avalon on July 17, 2005. The vehicle currently has over 1,254 miles on the odometer.

In addition to the petition for arbitration, the Customer's Attorney submitted repair orders, a copy of the Bill of Sale, a copy of the registration and a letter from the Customer's Attorney.

The Customer states that the vehicle surges on acceleration from a stop, the transmission has a rough gear change in low speeds, the front passenger seat air bag is not working properly, and the right rear seat belt will not lock on hard braking. The Customer would like a repurchase or a replacement vehicle.

Toyota submitted a Manufacturer Response Form, which stated that according to the Legacy Toyota Service Department, the vehicle is currently operating as designed. On the Customer's October 13, 2005, service visit, the Customer's vehicle was compared to another like vehicle and it was determined that all function on both vehicles performed normally and in a like manner.

The Customer's Attorney submitted another letter with additional information. He also attached more copied of documents and repair orders.

Toyota submitted a letter with additional information.

DECISION:

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

The Customer's request for a repurchase or a replacement vehicle, plus incidental damages and Attorney's fees is hereby DENIED.

We have reached this conclusion because the Customer did not prove a Manufacturer's defect.

Further, this Board does not have the jurisdiction to rule on incidental damages and Attorney's fees.

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

3-28-06	
Date	Chris Lusk
3-28-06	
Date	Susan C. Legear
3-28-06	
Date	John Ross

[redacted] **UnitedAuto** [redacted]

Publicly traded on the New York Stock Exchange

Central Florida TOYOTA | Central Florida SCION

11020 S. Orange Blossom Trail
Orlando, Florida 32837
(407) 472-5200

A UnitedAuto Dealership
www.centralfloridatoyota.com
www.centralfloridascion.com

Retail Order Contract

DATE [redacted] CONTROL NO. [redacted]
VIN NO. [redacted]

CO [redacted]	ADDRESS [redacted]		CITY TALLAHASSEE	STATE FL	ZIP [redacted]
HOME [redacted]	BUS [redacted]	CONSUMER SSN	CONSU [redacted]	DOB [redacted]	
CO [redacted]	ADDRESS [redacted]		CITY TALLAHASSEE	STATE FL	Z [redacted]
HOM [redacted]	BUS [redacted]	CO-CONSUMER SSN	CO-CONSU [redacted]	DOB [redacted]	

SALESPERSON	STOCK NO.	YEAR	MAKE	MODEL	COLOR	MILEAGE	
[illegible]	[illegible]	200[illegible]	TOYOTA	AVALON	BLUE	56	☐ NEW ☐ USED ☐ DEMO

TRADE-IN

YEAR	MAKE	MODEL	MILEAGE

VIN NO. | PHONE #
1ST LIENOR | ACCT. #

GUEST EMAIL ADDRESS

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.
CONSUMER ☺

DEALER FINANCING / LEASING

If Consumer executes a retail installment contract ("RIC") or lease in connection with the acquisition of the Vehicle, Dealer may terminate this Agreement if Dealer cannot obtain credit approval for Consumer or if Dealer is unable to sell Consumer's RIC / lease on terms of no less than par value (these approvals shall be collectively referred to as "Necessary Approvals"). Dealer's right of termination cannot be waived unless in writing. Necessary Approvals are not typically obtained at the time of delivery of the Vehicle and are beyond Dealer's control. Should Consumer take delivery of the Vehicle prior to Dealer's obtaining the Necessary Approvals, Consumer understands and acknowledges that pending the Necessary Approvals, delivery of the Vehicle to Consumer serves as a convenience to Consumer only and Consumer does not have, nor will acquire any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked at any time without cause, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Consumer. Additionally, the obtaining of the Necessary Approvals by Dealer and the complete payment by Consumer to Dealer of all moneys due at the inception of the RIC or lease serve as conditions precedent to the enforcement and validity of the RIC / lease, which shall be deemed null and void if such conditi[redacted]

Consumer: ☺ [redacted]

NEW VEHICLE

Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The only warranties applying to this Vehicle are those offered by the Manufacturer. The manufacturer's warranty is not affected by this disclaimer of warranties by Dealer. The Consumer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE

This Vehicle has been previously driven and the manufacturer warranty, if any, has been fully explained. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any Contrary provisions in the Contract of sale. Consumer acknowledges that no representation has been made by any agent of Dealer that the Vehicle has or has not ever sustained damages prior to this purchase, nor does dealer have the obligation to make any such disclosure.

Unless otherwise noted immediately below, this Vehicle is sold "as is with all faults," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of profits or income, or any other incidental damages.

CHECK IF APPROPRIATE:

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this Contract.

☐ Previously leased or rented vehicle. I acknowledge I have been advised that the vehicle I am today purchasing is a used lease or hire, previously delivered that was returned, or manufacturer buy-back.

PRICE

ACCESSORIES/OPTIONS		
		N/A
		N/A
LESS TRADE-IN ALLOWANCE AND/OR DISCOUNT		N/A
DIFFERENCE	25317	.21
Pre-delivery Fees (These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.)		N/A
DELIVERY FEES	699	50
DOCUMENTATION FEES	149	50
NEW CAR FLA WASTE TIRE FEE & LEAD ACID BATTERY FEE	6	50
USED CAR LEAD ACID BATTERY FEE	XXXX	50
SUBTOTAL	2417	.71
SALES TAX	251	.40
LOCAL OPTION SALES TAX	75	.00
LEMON LAW-WARRANTY ENFORCEMENT ACT (New Cars Only)	2	00
FLORIDA TITLE, REGISTRATION, TAG AGENCY FEE & LICENSE FEES	15	00
SUBTOTAL	2774	.11
BALANCE DUE ON TRADE (Consumer does grant, bargain, convey, sell, assign and transfer to Dealer all of Consumer's right, title and interest in the Trade-In described below)		N/A
TOTAL AMOUNT DUE	2774	.11
REBATE		N/A
DEPOSIT		N/A
TOTAL BALANCE DUE	[redacted]	

This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. Deposits are non-refundable.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to the agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or are related to the purchase or lease of the automobile identified in this Motor Vehicle Retail Order and the financing thereof, including the validity of this agreement. The Arbitration Agreement is made pursuant to a transaction involving interstate commerce and should be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, and not by state law regarding arbitration. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. State Consumer Fraud Act claims, Used Car Lemon Law claims and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action, either in arbitration or through a court action. There are no limitations on the type of claims that must be arbitrated except for new car lemon law claims, Magnusson-Moss Warranty Act claims, and small claims filed as a court action, unless such small claim is then removed, transferred or appealed to a different court. The arbitration shall be conducted in accordance with this agreement and with the Rules of JAMS Mediation (the "Rules") before a single arbitrator. If a conflict exists between the terms of this Arbitration Agreement and the Rules, then this Arbitration Agreement shall govern. The costs incurred in the arbitration process shall be shared as provided by the Rules. The arbitration shall take place in Florida at a mutually agreed upon location. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.

THIS ARBITRATION AGREEMENT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION, HAVE A JURY TRIAL, OR PURSUE YOUR CLAIM AS A CLASS ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER AND THAT I HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER IN CONNECTION WITH THIS TRANSACTION.

[redacted] 01/17/2005

☺ Consumer's Signature | Co-consumer's Signature | Sales Manager | Date

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TOYOTA DISPUTE SETTLEMENT PROGRAM

TO OUR CUSTOMERS:

Toyota has a commitment to you and your satisfaction. From your first phone call or visit to the dealership, through the purchase and delivery of your new Toyota, to after-sales service, your satisfaction is Number One with us.

If you should experience a problem which has not been resolved to your satisfaction through Toyota's franchised dealers or Customer Assistance Center, additional assistance may be available through the National Center for Dispute Settlement (NCDS).

NCDS will resolve your complaint through mediation/arbitration — a process by which two or more parties authorize a third party to resolve the dispute.

This procedure is offered to you at no charge. The decision is binding on Toyota but not on you.

WHAT IS THE DISPUTE SETTLEMENT PROGRAM?

NCDS is comprised of local professionals who are experienced in mediation/arbitration. NCDS will investigate your case by reviewing the facts, inspecting the vehicle if necessary, and rendering a fair and equitable decision.

WHAT TYPE OF DISPUTES ARE ELIGIBLE?

NCDS arbitrates disputes involving alleged product reliability or warranty performance problems concerning your Toyota vehicle which arise during the greater of (1) 3 years or 36,000 miles from the date of original delivery, whichever is earlier, or (2) the applicable provision of Toyota's Limited Warranty. However, NCDS will not arbitrate claims involving a vehicle used for commercial purposes (unless the "Lemon Law" of your state covers vehicles used for commercial purposes) or claims that an airbag failed to deploy or deployed when it should not have. You must file a request for mediation/arbitration with NCDS within 60 days of the expiration of the eligibility period, provided the concern or alleged defect was brought to the attention of Toyota or one of its dealers during the eligibility period.

HOW LONG IS THE ARBITRATION PROCESS?

The entire process, from the time NCDS receives your request for mediation/arbitration to the arbitrator's decision, is designed to take no more than 40 days. In some cases a decision may be delayed because of:

- Your failure to provide certain information required by NCDS or to make the vehicle available for inspection by NCDS in a timely manner when an inspection is necessary.
- Your failure to contact Toyota about your dispute before requesting arbitration.

The letter from NCDS advising you of its decision will specify that Toyota must comply with the decision usually within 30 calendar days. NCDS will contact you to ensure that Toyota has complied in a timely manner.

HOW MUCH WILL IT COST?

There is no charge to you for submitting your dispute to NCDS. You may obtain copies of your case for a nominal fee from NCDS.

WHEN SHOULD I USE NCDS?

Because most situations can be resolved by our Customer Satisfaction Network, we recommend that you request mediation/arbitration only after utilizing Toyota's Steps 1 and 2 of the customer assistance process described in your Owner's Manual Supplement, Part II, or Owner's Warranty Rights Notification.

You must use the Dispute Settlement Program prior to seeking remedies available to you through a court action pursuant to the Magnuson-Moss Warranty Act (the "Act"). In addition, you must use the Dispute Settlement Program if you are required to do so prior to seeking remedies available under the "Lemon Law" of your state. See the appropriate page in the Owner's Manual Supplement Part II, or Owner's Warranty Rights Notification for specific requirements applicable in your state. However, if your state law permits and if you choose to seek remedies which are not created by the Act, you are not required to use the Dispute Settlement Program although that option is still available to you.

HOW DO I REQUEST ARBITRATION?

Complete the Customer Claim form, available through Toyota's Customer Assistance Center (by calling toll-free at **1-800-331-4331**) or found in the Toyota Owner's Manual Supplement, Part II or Owner's Warranty Rights Notification. You will need the following information:

- Vehicle year, make, model, vehicle identification number (VIN), mileage, date of purchase.
- A brief description of your complaint and actions you have taken to resolve it.
- Enclose copies of invoices with your request for arbitration if you are seeking reimbursement for repairs or related incidental expenses.
- Enclose a copy of your vehicle registration.
- What action or remedy would resolve your problem.

Send your request to:

NCDS
P.O. Box 561109
Dallas, TX 75356-1109

HOW DOES THE MEDIATION/ ARBITRATION PROCESS WORK?

When NCDS receives your request, it will be forwarded to the Toyota regional office/private distributor for response.

After receiving and analyzing all pertinent documentation, if applicable, NCDS will schedule a technical evaluation. This may include an inspection of the vehicle with a Toyota representative present.

An oral hearing will be held prior to the decision being rendered if you request it.

At the oral hearing, all evidence is admissible. In an oral hearing, you and a Toyota representative will present both sides of the case to the arbitrator. Both of you will have an opportunity to present testimony and provide documents. Then you and Toyota will be given time for rebuttal.

A settlement satisfactory to all parties may be negotiated during the mediation/arbitration process prior to submission of the case to the arbitrator.

If a technical evaluation was made, the technical expert will forward an evaluation report to NCDS. At the oral hearing the arbitrator will listen to all testimony and review all of the available information and the applicable legal standards and render a decision within 10 days of hearing completion.

WHAT TYPES OF DECISIONS ARE RENDERED, AND HOW DO I KNOW IF TOYOTA WILL ABIDE BY THE DISPUTE SETTLEMENT PROGRAM DECISION?

Decisions are based on what the arbitrator believes is fair and appropriate under the circumstances after applying the appropriate legal standards. Remedies include, but are not limited to, repairs; reimbursement for repair or incidental expenses, such as towing costs; or repurchase or replacement of your vehicle. The decision is binding on Toyota, but not on you, the customer. Toyota must comply with the decision usually within 30 days after it is accepted by you. NCDS will contact you within 10 working days of scheduled performance to ensure that Toyota has complied with the decision in a timely manner.

ARE THERE LIMITS ON THE SCOPE OF THE DISPUTE SETTLEMENT DECISION?

The Dispute Settlement decisions will not include:

- Attorney Fees
- Punitive Damages
- Multiple Damages
- Consequential Damages other than incidental damages which you may be entitled to under law.

WHAT OTHER RECOURSE DO I HAVE AVAILABLE?

If you are dissatisfied with the arbitrator's decision or Toyota's performance, you may pursue any other legal remedies which you may have, including small claims court. You should be aware that the arbitration findings are admissible as evidence in any subsequent legal proceedings concerning your dispute.

This description of the Dispute Settlement Program is based upon the program at the time of publication. The program is subject to change without further notice. Contact the Customer Assistance Center for the most current information concerning the Dispute Settlement Program.

05-CRE-016

TOYOTA

DISPUTE SETTLEMENT PROGRAM

THE TOYOTA TOUCH

TOY-RQ-05E-00000490

TOY-RQ-05E-00000491

17. *Waiver of Rules*

Any party who proceeds and who fails to state an objection in writing before the hearing is concluded regarding any alleged noncompliance with any requirement of these Rules or of the process shall be deemed to have waived the right to any such objection.

18. *Time of Decision*

The decision shall be rendered promptly by the Arbitrator(s) and unless otherwise agreed by the parties, no later than ten (10) calendar days from the date of the closing of the hearing.

19. *Form of Decision*

The decision shall be in writing and shall be signed by the Arbitrator(s).

20. *Delivery of Decision to Parties*

Parties shall accept as legal delivery of the decision the placing of the decision or a true copy thereof in the mail addressed to the party or its legal representative at the last known address, by personal service of the decision, or by the filing of the decision in any other manner that may be permitted by law.

21. *Applications to Court and Exclusion of Liability*

By agreeing to these Rules or proceeding in any manner under these Rules, each party agrees:

(a) Neither NCDS, its officers, directors or employees nor any Arbitrator in a proceeding under these Rules is a necessary party in judicial proceedings relating to the Arbitration; and

(b) Neither NCDS, its officers, directors or employees nor any Arbitrator shall be liable to any party for any act or omission in connection with any Arbitration conducted under these Rules.

22. *Hearing on Documents*

Under certain programs administered by NCDS, the party initiating Arbitration may select a hearing by a three (3) member board, based upon the submission of documents only. The provisions of these Rules shall apply only to the extent they are consistent with that process.

23. *Interpretation and Application of Rules*

Except where the Rules specifically state otherwise, the Arbitrator(s) shall interpret and apply these Rules insofar as they relate to the Arbitrator's powers and duties. All other Rules shall be interpreted and applied by NCDS, as administrator.

24. *Modification and/or Clarification*

Within twenty (20) calendar days of the date of mailing of the decision, any party may request modification and/or clarification of the decision. Applications for modification and/or clarification must be sent to NCDS for transmittal to the Arbitrator(s) and all other parties. A request for modification and/or clarification must set forth the specific portion or portions of the decision which are subject to the request. The Arbitrator(s) is not empowered to redetermine the merits of any claim already decided, but may modify the decision if the Arbitrator(s) find that the decision is not within the scope of the warranty or its coverage or has improperly identified a party or made an error not otherwise affecting the merits of the case. Written objections to modification and/or clarification must be delivered to NCDS for transmittal to the Arbitrator(s) and simultaneously sent to all parties within ten (10) calendar days of the application. The Arbitrator(s) shall rule on the application for modification and/or clarification within ten (10) calendar days from receipt of an objection or the expiration of time to make objections, whichever is earlier.

Rules & Procedures for the Informal Resolution of Automobile Warranty Disputes

NCDS

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207

Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes

1. Agreement of Parties - Various Programs

These Rules shall apply whenever the parties have agreed to utilize them or under any warranty or similar dispute settlement program providing for administration by the National Center for Dispute Settlement (NCDS). The parties shall be deemed to have agreed to these Rules in the form in effect when the request for Arbitration is received by NCDS and shall be acknowledged and confirmed by the participation of the parties in the NCDS process. These Rules apply to several NCDS programs, which may differ as to the number of Arbitrators. In programs where three (3) Arbitrators are appointed, the decision of the Arbitrators means a majority.

2. Initiation of Proceedings

Proceedings are initiated by the filing of a request for Arbitration with NCDS in accordance with the directions contained in the documents under which the dispute has arisen. After initiation of the proceeding, no new or different claim may be added without compliance with all pre-Arbitration notice requirements, written agreement of all parties and consent of the Arbitrator(s).

3. Appointment of Arbitrator(s)

NCDS shall appoint a single Arbitrator, or in some programs three (3) Arbitrators, from its panel of qualified Arbitrators.

4. Qualifications of an Arbitrator

Any person appointed as an Arbitrator shall disclose to NCDS any circumstances likely to affect impartiality, including any bias, any financial or personal interest in the outcome of the proceeding, any past or present relationship with the parties or their counsel. Upon receipt of such information from the Arbitrator or any other source, NCDS shall communicate the information to the parties and, if it deems appropriate, to the Arbitrator(s). Upon objection of a party to the service of the Arbitrator(s), NCDS shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

5. Vacancy

NCDS is authorized to appoint another Arbitrator if a vacancy occurs or if any appointed Arbitrator is unable to serve promptly. The Arbitrator so appointed shall be subject to disqualification for the same reasons specified in Rule 4.

6. Time and Place of Hearing

The Arbitrator(s) have the authority to fix the date, time and place of the hearing, notice of which shall be given to the parties at least ten (10) calendar days in advance, unless the time period is waived by all parties.

7. Representation

Any party to the proceeding may attend the hearing or be represented at the hearing by another person. In the case of representation by an attorney, in the interest of fairness to all parties, the party retaining counsel or their attorney must advise NCDS and the other parties at least five (5) calendar days prior to the date of the hearing. Failure to follow this Rule with regard to notice may result in an adjournment of the scheduled hearing.

8. Attendance at Hearing

All parties to the dispute, as well as their representatives are entitled to attend the hearing. Unless excused by the Arbitrator(s), the registered owner of the vehicle shall be present. Witnesses may attend the hearing subject to the Arbitrator(s) authority to limit attendance or sequester witnesses during all or part of the hearing. The Arbitrator(s) shall determine whether any other person may attend the hearing.

9. Postponements

Hearings shall be postponed by the Arbitrator(s) only for good cause.

10. Confidentiality

To the extent permitted by law, the proceedings are deemed to be private and the statements of all participants are deemed to be confidential. The parties may make appropriate notes of the proceedings but audio or video recordings are strictly prohibited.

11. Stenographic Record

A stenographic record of the hearing is not required. Any party who wishes to, may make provision for a certified court stenographer at that party's own expense. A copy of the transcript must be provided to each Arbitrator and a copy made available for the review of the other party. The transcript is agreed by the parties to be confidential.

12. Proceedings and Communication with an Arbitrator

The hearing shall be conducted by the Arbitrator(s) in any manner which will permit full and expeditious presentation of the case by all parties. There shall be no direct communication between any party or representative of a party and any Arbitrator other than at the hearing except when initiated by an Arbitrator pursuant to Rule 6 and limited to the time or place of the hearing. In addition, the parties agree to protect the Arbitrator(s) from involuntary communications or testimony, other than the actual time and place of the hearing, in any other forum. The parties or their representative may speak with any other party or that party's representative at any time.

13. Proceedings in the Absence of a Party

The Arbitration hearing may proceed in the absence of any party or representative who has received notice of the hearing and fails to be present or fails to obtain an adjournment. A decision shall not be made solely on the default of a party. The Arbitrator(s) shall require any party who is present to submit such evidence as the Arbitrator(s) may require for the making of a decision.

14. Evidence

The parties may offer such evidence as is relevant and material to the dispute and shall produce such additional evidence as the Arbitrator(s) may deem necessary to an understanding and determination of the dispute. The Arbitrator(s) shall be the sole judge of the relevance and materiality of the evidence offered. Conformity with the legal Rules of evidence shall not be necessary. The expense of witnesses, expert witnesses, or reports submitted by any party shall be paid by the party producing such witnesses or reports. Unless excused by the Arbitrator(s), the vehicle which is the subject of the dispute shall be available at the hearing. Any party may, in an appropriate case, request a test drive. A test drive in such cases is a part of the proceeding and shall be conducted in a manner consistent with these Rules. No Arbitrator shall operate the vehicle during the test drive.

15. Evidence by Filing of Documents

The Arbitrator(s) may receive and consider documentary evidence. Documents to be considered by the Arbitrator(s) may be submitted prior to the hearing, at the hearing or as directed by the Arbitrator(s) provided a copy is simultaneously transmitted to all other parties and to NCDS for transmittal to the Arbitrator(s).

16. Closing of Hearings

The Arbitrator(s) shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or when satisfied that the record is complete, the Arbitrator(s) shall declare the hearing closed.

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EXHIBIT B

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case be reviewed through the program, complete the customer claim form in the *Owner's Warranty Rights Notification* booklet (found in your glove box) and mail it to:

National Center for Dispute Settlement
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to request a customer claim form, call the Toyota Customer Experience Center at (800) 331-4331. When you call, please have your vehicle identification number, the current mileage on your Toyota and the names of your selling and servicing dealerships.

California residents: Toyota offers you assistance through an arbitration program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call the Toyota Customer Experience Center at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

Important: You must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet for the requirements applicable to your state.

This information about the Dispute Settlement Programs is correct as of the date of printing. However, the programs may be changed without notice. For the most current information about the programs, call the Toyota Customer Experience Center at (800) 331-4331.

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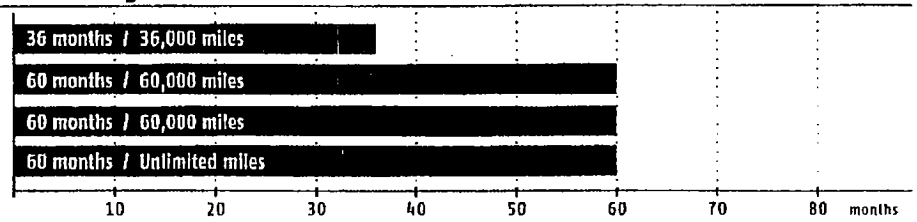
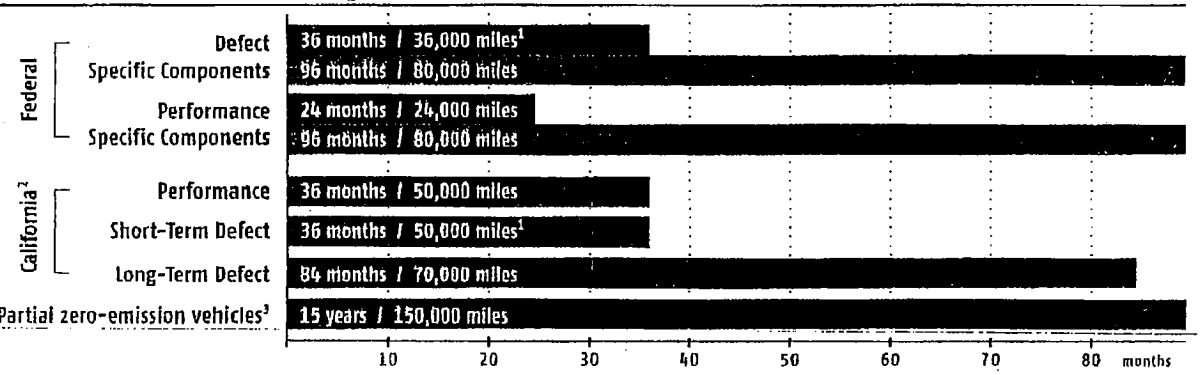
Warranty Coverages at a Glance

New Vehicle Limited Warranty



Emission Control Warranty



[1] Specific components may have longer coverage under terms of the Powertrain Warranty.
[2] Also applies to Maine, Massachusetts and Vermont vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

[3] For Camry 4-cylinder models certified as partial zero-emission vehicles (PZEV) that are sold, registered and operated in California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island or Vermont, all emissions components are covered for 15 years or 150,000 miles, whichever occurs first, for performance and defect.

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Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. ("Toyota"), 19001 South Western Avenue, Torrance, California 90509-2991, a California corporation.

Which Vehicles Are Covered

These warranties apply to all 2006 model-year Toyota vehicles distributed by Toyota that are originally sold by an authorized dealer in the United States and normally operated or touring in the United States, U.S. territories or Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

Multiple Warranty Conditions

This booklet contains warranty terms and conditions that may vary depending on the part covered. A warranty for specific parts or systems, such as the Powertrain Warranty or Emission Performance Warranty, is governed by the coverage set forth in that warranty as well as the General Warranty Provisions.

When Warranty Begins

The warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator.

Repairs Made at No Charge

Repairs and adjustments covered by these warranties are made at no charge for parts and labor.

Parts Replacement

Any needed parts replacement will be made using new or remanufactured parts. The decision whether a part should be repaired or replaced will be made by the servicing Toyota dealership and/or Toyota. Parts scheduled to be replaced as required maintenance are warranted until their first replacement only.

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties. Some states do not allow restrictions on how long an implied warranty lasts, so this limitation may not apply to you.

Your Rights Under State Law

These warranties give you specific legal rights. You may also have other rights that vary from state to state.

TOY-RQ-05E-00000497

WHAT IS COVERED AND HOW LONG

Basic Warranty

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 36 months or 36,000 miles, whichever occurs first, with the exception of wheel alignment and wheel balancing, which are covered for 12 months or 20,000 miles, whichever occurs first.

Powertrain Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any component listed in the next column and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

Engine

Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, flywheel, valve covers, oil pan, oil pump, engine mounts, turbocharger housing and all internal parts, supercharger housing and all internal parts, engine control computer, water pump, fuel pump, seals and gaskets.

Transmission and Transaxle

Case and all internal parts, torque converter, clutch cover, transmission mounts, transfer case and all internal parts, engine control computer, seals and gaskets.

Front-Wheel-Drive System

Final drive housing and all internal parts, axle shafts, drive shafts, constant velocity joints, front hub and bearings, seals and gaskets.

Rear-Wheel-Drive System

Axle housing and all internal parts, propeller shafts, U-joints, axle shafts, drive shafts, bearings, supports, seals and gaskets.

Rachel Smith (850) 668-8859 p.9

Restraint Systems Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any seatbelt or air bag system supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

For vehicles sold and registered in the state of Kansas, the warranty for seatbelts and related components is 10 years, regardless of mileage.

Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under "What Is Not Covered" on pages 11–12.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, see the section entitled "Corrosion Prevention and Appearance Care" in the *Owner's Manual.*

Towing

When your vehicle is inoperable due to failure of a warranted part, towing service to the nearest authorized Toyota dealership is covered.

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WHAT IS NOT COVERED

This warranty does not cover damage or failures resulting directly or indirectly from any of the following:

- Fire, accidents or theft
- Abuse or negligence
- Misuse – for example, racing or overloading
- Improper repairs
- Alteration or tampering, including installation of non-Genuine Toyota Accessories
- Lack of or improper maintenance, including use of fluids other than those specified in the *Owner's Manual*
- Installation of non-Genuine Toyota Parts
- Airborne chemicals, tree sap, road debris (including stone chips), rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions
- Water contamination

This warranty also does not cover the following:

Tires

Tires are covered by a separate warranty provided by the tire manufacturer. See page 26.

Normal Wear and Tear

Noise, vibration, cosmetic conditions and other deterioration caused by normal wear and tear.

Maintenance Expense

Normal maintenance services such as:

- Engine tune-ups
- Replacement of fluids and filters
- Lubrication
- Cleaning and polishing
- Replacement of spark plugs and fuses
- Replacement of worn wiper blades, brake pads/linings and clutch linings

Vehicles With Altered Odometer

Failure of a vehicle on which the odometer has been altered so that actual vehicle mileage cannot be readily determined.

Salvage or Total-Loss Vehicles

Any vehicle that has ever been issued a "salvage" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by a financial institution or insurer, such as by payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the vehicle. This exclusion does not apply to the emission control warranties.

Incidental Damages

Incidental or consequential damages associated with a vehicle failure. Such damages include but are not limited to inconvenience; the cost of transportation, telephone calls and lodging; the loss of personal or commercial property; and the loss of pay or revenue.

Disclaimer of Extra Expenses and Damages

The performance of necessary repairs and adjustments is the exclusive remedy under this warranty or any implied warranty. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle. Toyota shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this written warranty, except in states where this limitation is not allowed.

DISPUTE

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DISPUTE RESOLUTION

If a dispute arises regarding your warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4–5. Please note that you must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet (located in your glove box) for the requirements applicable to your state.

Satisfaction Down the Road

At Toyota, our top priority is always our customers. We know your Toyota is an important part of your life and something you depend on every day. That's why we're dedicated to building products of the highest quality and reliability.

Our excellent warranty coverage is evidence that we stand behind the quality of our vehicles. We're confident — as you should be — that your Toyota will provide you with many years of enjoyable driving.

To further demonstrate our commitment to our customers' satisfaction, occasionally we may establish a special policy adjustment to pay for specific repairs that are no longer covered by warranty. When we establish such a policy adjustment, we mail details to all applicable owners we have on record. That's why it's important to send in the card at the back of this booklet if you change your address or if you've purchased this vehicle from a previous owner.

To provide you with added protection against unexpected service costs, we offer Toyota Extra Care vehicle service agreements and Toyota Auto Care pre-paid maintenance programs. Both offer plans to meet a wide variety of needs. Your dealership can help you select the plan that's best for you.

Our goal is for every Toyota customer to enjoy outstanding quality, dependability and peace of mind throughout their ownership experience. We want you to be a satisfied member of the Toyota family for many miles to come.

This booklet describes the terms of Toyota warranty coverage as well as general owner responsibilities. A separate publication found in your glove box, the *Scheduled Maintenance Guide*, describes your vehicle's maintenance requirements. Be sure to review this publication carefully, since proper maintenance is required to ensure that warranty coverage remains intact.

All information in this booklet is the latest available at the time of publication and, with the exception of the emission control warranties, is subject to change without notice.

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- The warrantable c
- The parts needed
  and your vehicle i

The policy does not
in one day but the v
owner scheduling co

Jan 16 06 04:15p Rachel Smith (850) 668-8859 p.3

TOY-RQ-05E-00000504

select the plan that's best

utstanding quality,
heir ownership experi-
' the Toyota family for

ırranty coverage
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ıtenance Guide,
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ains intact.

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ı control warranties, is

TRANSPORTATION ASSISTANCE

We realize that your confidence in the quality and reliability of our products was a key factor in your decision to buy a Toyota. We also know how disruptive the loss of transportation can be to your daily routine. That's why we're pleased to offer you the benefits of our Transportation Assistance Policy.

Under this policy, you are eligible for transportation assistance if your Toyota must be kept overnight for warranty-covered repairs. The policy applies when your vehicle must be kept overnight for any of the following reasons:

- The warranty repairs will take longer than one day to complete.
- The warrantable condition requires extensive diagnosis.
- The parts needed for the warranty repairs are not readily available and your vehicle is inoperative or unsafe to drive.

The policy does not apply when warranty repairs can be completed in one day but the vehicle must be kept overnight due to dealer or owner scheduling conflicts.

The Transportation Assistance Policy applies for the duration of the New Vehicle Limited Warranty. The policy applies to all 2006 model-year Toyotas sold and serviced by authorized Toyota dealerships in the mainland United States and Alaska.

For further details, please consult your Toyota dealer.

If You Need Assistance

Both Toyota and your Toyota dealer are dedicated to serving your automotive needs. Your complete satisfaction is our first priority. Should you have a problem or concern – either during or after the warranty period – please take the following steps to ensure the quickest possible response:

Step 1

Discuss the situation with a dealership manager, such as the service manager or customer relations manager. In most cases, a satisfactory solution can be reached at this step.

Step 2

If the dealership does not address your concern to your satisfaction, call the Toyota Customer Experience Center at **(800) 331-4331.** If you are hearing- or speech-impaired, call (800)443-4999 (TDD).

Please have the following information ready when you call:

- Your Toyota's vehicle identification number (located on the driver's side corner of the dashboard, under the window)
- Current mileage on your vehicle
- Name of your Toyota dealership

A Toyota customer relations representative will assist you in working with the dealership to find a satisfactory solution.

Step 3

If your concern has still not been resolved to your satisfaction, Toyota offers additional assistance through the Dispute Settlement Program, a dispute resolution program administered by the National Center for Dispute Settlement. The purpose of the Dispute Settlement Program is to resolve disputes through arbitration – a process by which two parties authorize an independent third party to hear and resolve a dispute. The program is informal and free of charge. To request that your case be reviewed through th form in the *Owner's Warran* glove box) and mail it to:

National Center for Disput
P.O. Box 561109
Dallas, TX 75356-1109

If you would like to request Customer Experience Center have your vehicle identificat Toyota and the names of yo

California residents: Toyot program called the Californi chure about the program is mation, call the Toyota Cust You may also contact the CD the CDSP may affect your rig laws."

EXHIBIT C

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	INVOICE NO. TOCS162119
RACHAEL SMITH 7667 MCCLANE DR TALLAHASSEE, FL 32312	LABOR RATE / LICENSE NO. / MILEAGE 560		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U069529		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 09/26/05	
RESIDENCE PHONE 644-2970	BUSINESS PHONE	COMMENTS		MO: 568

LABOR

J# 1 60TOZ INTERIOR TRIM HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51TOZ05 HEADLIGHTS HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES TRANS ROUGH CHANGE GEARS LOW SPEEDS
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11TOZ01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES VEH SURGES ON ACCEL FROM STOP WHILE IN TRAFFIC
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51TOZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

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Reynolds and Reynolds ERAMTS914C CC631-689 Q (04/04)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 6976	INVOICE DATE 10/21/05	INVOICE NO. TOCS163777
RACHEL SMITH 7667 MCCLURE TALLAHASSEE, FL 32312	LABOR RATE / LICENSE NO. / MILEAGE 930		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U069529		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 10/13/05	REPRINT# 1
RESIDENCE PHONE 644-2770 / BUSINESS PHONE	COMMENTS			MO: 935

LABOR

J# 1 61TOZ EXTERIOR TRIM HOURS: 1.00 TECH(S):727 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51TOZ BODY ELECTRICAL HOURS: 0.50 TECH(S):345 WARRANTY
CUST. STATES RT FRT PASS SEAT AIR BAG NOT WORKING PROPERLY
TECH RECALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51TOZ01 BODY ELECT CONCERN HOURS: 0.30 TECH(S):345 WARRANTY
CUST. STATES RT REAR SEAT BELT WOULD NOT LOCK ON HARD BRAKING
TECH CONFIRMED RT REAR SEAT BELT WOULD NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 51TOZ12 WIPER/WASHER HOURS: 0.10 TECH(S):345 WARRANTY
C/STATES DRIVERS WIPER NOT CLEAN WATER / SMEARS
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09TOZ01 FUEL SYSTEM CONCERN HOURS: TECH(S):345 INTERNAL
CUST. STATES VEH ONLY GETS 20 MILES PER GALLON
TECH INSPECTED ENG DATA. ALL WITHIN SPECS

J# 6 30TOZ01 AUTO TRANS CONCERN HOURS: TECH(S):345 WARRANTY
CUSTOMER STATES VEHICLE RUNS, RAISES/SURGES DOESN'T SHIFT SMOOTHLY ESPECIALLY WHEN PLANNING LOAD
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED TO VEHICLE U078575 FROM LOT BOTH VEHICLES PERFORED IN LIKE MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER,		WARRANTY

TOTAL - PARTS 0.00

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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Reynolds and Reynolds CRANTSHE CC631148 D (04/04)

 [CONTINUED ON NEXT PAGE] 11:24am

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
117690	DONALD ENGLAND 3026	6976	10/21/05	TOCS163777

RACHEL SMITH
7667 MCCLURE
TALLAHASSEE, FL 32312

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		930	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
06/TOYOTA/AVALON		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4T1BK36BX6U069529		

F.T.E. NO.	P.O. NO.	R.O. DATE	
		10/13/05	REPRINT# 1

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
644-2770		MO: 935

TOTALS

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*                                               *
* [ ] CASH    [ ] CHECK    CK NO. [        ]    *
*                                               *
* [ ] VISA    [ ] MASTERCARD    [ ] DISCOVER    *
*                                               *
* [ ] AMER XPRESS    [ ] OTHER    [ ] CHARGE    *
*                                               *
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TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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Reynolds and Reynolds, ERAINTSI14E CC631109 Q (04/04)

 CUSTOMER COPY [END OF INVOICE] 11:24am

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450	
RACHEL SMITH 7667 MCCLURE TALLAHASSEE, FL 32312	LABOR RATE / LICENSE NO.	MILEAGE 1,254	COLOR /	STOCK NO.	
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4T1BK36BX6U069529		SELLING DEALER NO.	PRODUCTION DATE	
RESIDENCE PHONE 644-2770 / BUSINESS PHONE	F.T.E. NO. / P.O. NO.		R.O. DATE 11/01/05		
	COMMENTS				

MO: 1254

LABOR

J# 1 60TOZ01 INT TRIM CONCERN HOURS TECH(S):3002 INTERNAL

CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS, VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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CUSTOMER COPY

[END OF INVOICE] 10:35am

ERINTSHE CCG01469 0 (04/04)

LEGACY TOYOTA
www.legacytoy.com

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TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

scion
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 12/08/05	INVOICE NO. TOCS165201
RACHEL SMITH 7667 MCCLURE TALLAHASSEE, FL 32312	LABOR RATE / LICENSE NO.	MILEAGE 1,186	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U069529		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/29/05	
RESIDENCE PHONE 644-2770 / BUSINESS PHONE	COMMENTS			MO: 1186

LABOR

J# 1 51TOZ01 BODY ELECT CONCERN HOURS: TECH(S):3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95TOZ BODY REFINISH HOURS: TECH(S):3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 1 1 00258-008R5 PAINT BLUE INTERNAL
TOTAL - PARTS 0.00

G.O.G. & SUPPLIES----------
JOB # 2 1.0 PAINT AND MATERIALS @ /UNIT INTERNAL
TOTAL - GOG 0.00

TOTALS----------

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

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
****

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE
********** D U P L I C A T E I N V O I C E **********

DISCLAIMER OF WARRANTIES

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Reynolds and Reynolds DRANTSHIE CC031489 G (04/04)

 CUSTOMER COPY [END OF INVOICE] 10:35am

COPY

MICHAEL and RACHEL SMITH,

Plaintiffs,

v.

TOYOTA MOTOR SALES USA, INC.

Defendant.

_____/

IN THE COUNTY COURT FOR THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 06 CC 4758

06 JUN 12 AM 8:23
CLERK COUNTY COURT
LEON COUNTY, FLORIDA

ANSWER OF DEFENDANT
TOYOTA MOTORS SALES, U.S.A., INC.
TO PLAINTIFFS' COMPLAINT

Defendant, Toyota Motor Sales, U.S.A., Inc. ("TMS" or "Defendant") for its Answer to Plaintiffs' Complaint ("Complaint"), states as follows:

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of Plaintiffs' Complaint, and therefore denies the same.

2. In response to Paragraph 2 of Plaintiffs' Complaint, TMS admits that it is a corporation authorized to do business in the State of Florida. TMS denies that it is engaged in the manufacture of Toyota vehicles and related equipment and denies that it was "engaged in the business of selling and servicing automobiles in Leon County, Florida." Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 2 of Plaintiffs' Complaint, and therefore denies the same.

3. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 of Plaintiffs' Complaint, and therefore denies the same.

4. The allegations set forth in Paragraph 4 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

5. In response to Paragraph 5 of Plaintiffs' Complaint, and based upon information and belief, Defendant admits that on or about September 17, 2005, Plaintiffs purchased a 2006 Toyota Avalon from Central Florida Toyota. TMS denies that it was the manufacturer of Plaintiffs' vehicle and denies that Central Florida Toyota, or any Toyota-authorized dealership, is an agent of TMS. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 5 of Plaintiffs' Complaint, and therefore denies the same.

6. In response to Paragraph 6 of Plaintiffs' Complaint, Defendant admits that a limited written warranty was provided with Plaintiffs' vehicle at the time it was initially purchased as a new vehicle and that the limited written warranty is a written instrument that speaks for itself. TMS denies that it was the manufacturer of Plaintiffs' vehicle. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 6 of Plaintiffs' Complaint, and therefore denies the same.

7. In response to Paragraph 7 of Plaintiffs' Complaint, Defendant denies that Central Florida Toyota or any other authorized dealership of TMS is an agent of TMS. TMS denies that it was the manufacturer of Plaintiffs' vehicle. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 7 of Plaintiffs' Complaint, and therefore denies the same.

TOY-RQ-05E-00000513

8. In response to Paragraph 8 of Plaintiffs' Complaint, Defendant denies that any defects exist in Plaintiffs' vehicle. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 8 of Plaintiffs' Complaint, and therefore denies the same.

9. In response to Paragraph 9 of Plaintiffs' Complaint, Defendant denies that any applicable express or implied warranties failed of their essential purpose, denies that it was a party to the purchase of the subject vehicle by Plaintiffs, denies that any defects existed in the subject vehicle, and denies that even if such defects existed, that Defendant failed to remedy such defects. Any remaining allegations set forth in Paragraph 9 state legal conclusions to which no response is required and/or Defendant is without knowledge or information sufficient to form a belief as to their truth, and therefore Defendant denies the same.

10. In response to Paragraph 10 of Plaintiffs' Complaint, Defendant denies that Central Florida Toyota, or any Toyota-authorized dealership, is an agent of TMS and denies that TMS provided any authority to act on behalf of TMS. Further answering, TMS denies that the conduct under Paragraph (a) through (i) gives rise to an agency relationship between TMS and Central Florida Toyota and denies that Central Florida Toyota created an impression or held itself out that it sells or repairs cars on behalf of TMS. TMS denies that it was the manufacturer of Plaintiffs' vehicle. The relationships between Toyota authorized dealerships and TMS are governed by an agreement, which is a written document that speaks for itself. Further answering, the remaining allegations set forth in Paragraph 10 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required,

Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations, and therefore denies the same.

11. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of Plaintiffs' Complaint, and therefore denies the same. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

12. Defendant denies each and every allegation set forth in Paragraph 12 of Plaintiffs' Complaint.

13. In response to Paragraph 13 of Plaintiffs' Complaint, Defendant denies that Central Florida Toyota, or any Toyota-authorized dealership, is an agent of TMS and denies that TMS exercised control over Central Florida Toyota or any other Toyota authorized dealership. Further answering, TMS denies that it exercised control over Central Florida Toyota in the manner described in (a) through (h) of Paragraph 13 of Plaintiffs' Complaint. The relationships between Toyota authorized dealerships and TMS are governed by an agreement, which is a written document that speaks for itself. TMS denies that it was the manufacturer of Plaintiffs' vehicle. Further answering, the remaining allegations set forth in Paragraph 13 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations, and therefore denies the same.

14. The allegations set forth in Paragraph 14 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant denies the same. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

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15. In response to Paragraph 15 of Plaintiffs' Complaint, Defendant denies that Central Florida Toyota, or any Toyota-authorized dealership, is an agent of TMS and denies that TMS exercised control over Central Florida Toyota or any other Toyota authorized dealership. Further answering, TMS denies that it exercised control over Central Florida Toyota in the manner described in (a) through (g) of Paragraph 15 of Plaintiffs' Complaint. The relationships between Toyota authorized dealerships and TMS are governed by an agreement, which is a written document that speaks for itself. TMS denies that it was the manufacturer of Plaintiffs' vehicle. Further answering, the remaining allegations set forth in Paragraph 15 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations, and therefore denies the same.

16. Defendant denies each and every allegation set forth in Paragraph 16 of Plaintiffs' Complaint.

17. In response to Paragraph 17 of Plaintiffs' Complaint, TMS admits that, upon information and belief, Central Florida Toyota used a Toyota logo in advertising and on documents, but denies that Central Florida Toyota was an agent or acted on behalf of TMS. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 17 of Plaintiffs' Complaint, and therefore denies the same. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

18. Defendant denies each and every allegation set forth in Paragraph 18 of Plaintiffs' Complaint. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

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19. In response to Paragraph 19 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 19 of Plaintiffs' Complaint.

20. In response to Paragraph 20 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 20 of Plaintiffs' Complaint.

21. In response to Paragraph 21 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 21 of Plaintiffs' Complaint.

22. In response to Paragraph 22 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the

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subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 22 of Plaintiffs' Complaint.

23. In response to Paragraph 23 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 23 of Plaintiffs' Complaint.

24. In response to Paragraph 24 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 24 of Plaintiffs' Complaint.

25. In response to Paragraph 25 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 25 of Plaintiffs' Complaint.

26. In response to Paragraph 26 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and

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obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 26 of Plaintiffs' Complaint.

27. In response to Paragraph 27 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 27 of Plaintiffs' Complaint.

28. In response to Paragraph 28 of Plaintiffs' Complaint, TMS admits that Toyota authorized dealerships are provided Technical Service Bulletins, but denies that these Bulletins detail "chronic defects present in product lines, and repair procedures to be followed for chronic defects." TMS denies that it was the manufacturer of Plaintiffs' vehicle.

29. In response to Paragraph 29 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS admits that it employs personnel who may be consulted by Toyota authorized dealerships for assistance in warranty repairs, but denies the characterization that this assistance is for circumstances where a dealership is "unable to correct a defect on its own." TMS expressly denies that it was the manufacturer of the subject vehicle

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and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 29 of Plaintiffs' Complaint.

30. In response to Paragraph 30 of Plaintiffs' Complaint, TMS admits that a term of its limited written warranty is that purchasers of Toyota automobiles, to the extent those automobiles are covered under the warranty, must take the vehicles to an independent, authorized Toyota dealership to obtain warranty repairs. TMS denies that Central Florida Toyota, or any Toyota authorized dealership, is an agent of TMS. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

31. In response to Paragraph 31 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 31 of Plaintiffs' Complaint.

32. In response to Paragraph 32 of Plaintiffs' Complaint, TMS admits that Central Florida Toyota is an authorized dealership of TMS, and that the relationship, duties, and obligations between TMS and Central Florida Toyota are governed by an agreement which is a written document that speaks for itself. TMS expressly denies that it was the manufacturer of the subject vehicle and denies that Central Florida Toyota is an agent of TMS. TMS denies the remaining allegations in Paragraph 32 of Plaintiffs' Complaint.

33. In response to Paragraph 33 of Plaintiffs' Complaint, Defendant admits that the owner's manual for the subject vehicle is written document that speaks for itself. To the extent

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that Plaintiffs make any allegations beyond the terms of the owner's manual, TMS denies the allegations. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

34. In response to Paragraph 34 of Plaintiffs' Complaint, Defendant incorporates its responses to Paragraphs 1 through 33 as if fully restated herein.

35. The allegations set forth in Paragraph 35 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

36. The allegations set forth in Paragraph 36 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant denies the allegations. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

37. The allegations set forth in Paragraph 37 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

38. In response to Paragraph 38 of Plaintiffs' Complaint, TMS admits the allegations.

39. The allegations set forth in Paragraph 39 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

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40. In response to Paragraph 40 of Plaintiffs' Compliant, TMS denies that any defects existed in the subject vehicle, denies that it failed to properly repair the subject vehicle, denies that it failed to honor the written warranty, and denies that it breached any applicable written warranty. The remaining allegations set forth in Paragraph 40 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same. TMS denies that it was the manufacturer of Plaintiffs' vehicle. To the extent that items A through D following the word "WHEREFORE" are deemed to be a portion of Paragraph 40, Defendant denies that Plaintiffs are entitled to any of the relief requested therein.

41. In response to Paragraph 41 of Plaintiffs' Complaint, Defendant incorporates its responses to Paragraphs 1 through 40 as if fully restated herein.

42. The allegations set forth in Paragraph 42 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

43. The allegations set forth in Paragraph 43 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

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44. The allegations set forth in Paragraph 44 of Plaintiffs' Complaint state legal conclusions to which no response is required. To the extent a response is deemed to be required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

45. In response to Paragraph 45 of Plaintiffs' Complaint, TMS admits the allegations.

46. Defendant denies each and every allegation set forth in Paragraph 46 of Plaintiffs' Complaint. TMS denies that it was the manufacturer of Plaintiffs' vehicle.

47. In response to Paragraph 47 of Plaintiffs' Complaint, TMS denies that any defects existed in the subject vehicle, denies that it failed to properly repair the subject vehicle, denies that it failed to honor the implied warranty, denies that it breached any applicable written warranty, and denies that the vehicle is not fit for its ordinary purpose. TMS denies that it was the manufacturer of Plaintiffs' vehicle. Any remaining allegations set forth in Paragraph 47 state legal conclusions to which no response is required and/or Defendant is without knowledge or information sufficient to form a belief as to their truth, and therefore Defendant denies the same. To the extent that items A through D following the word "WHEREFORE" are deemed to be a portion of Paragraph 47, Defendant denies that Plaintiffs are entitled to any of the relief requested therein.

48. To the extent that any allegations in Paragraphs 1 through 47 of Plaintiffs' Complaint have not been admitted or denied herein, Defendant denies such allegations.

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FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Complaint fails to state a claim upon which relief can be granted because, upon information and belief, Defendant did not sell the subject vehicle to Plaintiff, Central Florida Toyota was not the agent of TMS, Defendant did not impliedly warrant the subject vehicle to Plaintiffs, Plaintiffs and TMS are not in privity of contract with one another, Plaintiffs did not provide TMS or Toyota-authorized dealerships a reasonable number of attempts to repair the subject motor vehicle and/or the vehicle was repaired within a reasonable number of repair attempts, the vehicle is not defective because it is operating as designed and/or all purported conditions have been corrected, the conditions complained of by Plaintiffs do not substantially impair the use, value, or safety of the vehicle, and Plaintiff could not revoke acceptance of the vehicle to TMS and/or did not timely revoke acceptance of the vehicle.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by unforeseen, intervening, and/or superseding causes to the extent that any facts are revealed which support that any breach of warranty which gives rise to Plaintiffs' claims were not a result of TMS' conduct.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims may be barred by Plaintiffs' contributory negligence and/or assumption of the risk to the extent that the vehicle did not conform to the warranty or appeared not to conform the warranty, or that Plaintiffs knew or should have known that the vehicle they were purchasing and/or using had the alleged conditions or defects they complaint of, yet they purchased the vehicle anyway.

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FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims may be barred by the applicable doctrines of waiver, estoppel, unclean hands, and/or laches to the extent that Plaintiffs waived any consequential or incidental damages by the clear and conspicuous provisions of the warranty issued by TMS and to the extent facts are revealed that show Plaintiffs caused the vehicle to not conform to the warranty or that any breach of warranty due to abuse, misuse, or neglect took place.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' damages, if any, may be the proximate result of the acts and/or omissions of a third party for which Defendant is not responsible or liable to the extent that any breach of warranty, was caused by third parties to this litigation.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred because Plaintiffs failed to provide Defendant with a reasonable number of attempts to repair the allegedly defective vehicle.

SEVENTH AFFIRMATIVE DEFENSE

The nonconformities or defects which Plaintiffs allege exist may not be covered by any written or verbal representations made by Defendant since, upon information and belief, Defendant made no representations to Plaintiffs at or before the time of sale of the vehicle to Plaintiffs.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to mitigate Plaintiffs' alleged damages because Plaintiffs continued to drive the vehicle, refused repairs, and/or failed to properly repair the subject vehicle.

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NINTH AFFIRMATIVE DEFENSE

The nonconformities or defects that Plaintiffs allege exist in Plaintiffs' vehicle may be the result of the abuse, neglect or unauthorized modification or alteration of the vehicle by Plaintiffs to the extent that facts are revealed which show that the subject vehicle was modified, abused, or neglected in a manner which would cause the vehicle to not conform, or appear to not conform, to any warranty provided by Defendant.

TENTH AFFIRMATIVE DEFENSE

No defects or nonconformities exist in Plaintiffs' vehicle, or the nonconformities or defects that Plaintiffs allege exist in Plaintiffs' vehicle do not substantially impair the use, value or safety of the vehicle because the vehicle operates as designed and/or provides ordinary, safe, and efficient transportation to Plaintiffs and no diminution in value of the vehicle can be proven.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims for revocation of acceptance and breach of warranty under the Magnuson-Moss Warranty Act may be barred for failure to timely or properly revoke acceptance of the subject vehicle, for failure to prove privity between Plaintiffs and Defendant, or for failure to prove an agency relationship between the relevant dealership(s) and Defendant.

TWELFTH AFFIRMATIVE DEFENSE

To the extent that damages may be awarded to Plaintiffs, Defendant is entitled to set off for depreciation, use, and/or wear and tear to Plaintiffs' vehicle caused by Plaintiffs.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims may be barred by the applicable statute of limitations.

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FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims may be barred by Plaintiffs' failure to submit the claims to arbitration.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendant will rely upon any and all other properly provable defenses to this action and reserves the right to amend its Answer accordingly.

WHEREFORE, Defendant Toyota Motor Sales, U.S.A., Inc. respectfully requests that this Court dismiss Plaintiffs' Complaint, with prejudice, and award Defendant its costs and fees incurred in defending this action, and any other relief that the Court deems just and appropriate.

Respectfully submitted,

DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 540-2300
(502) 585-2207 FAX

By: _____
Joseph N. Tucker
Florida Bar No. 938297
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Answer was served via United States Mail upon Aldo Bollinger, Esq., Consumer Legal Services, P.C., 1915 North Dale Mabry Highway, Suite 303, Tampa, Florida 33607, this 8th day of June, 2006

_____

LOUIS/110830.1

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8-8-06

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH,

Plaintiff,

vs. CASE NO.: 06-CC-4758

TOYOTA MOTOR SALES USA, INC.,

Defendant.

_____/

DEFENDANT TOYOTA MOTOR SALES USA, INC.'S ANSWERS TO FIRST SET OF INTERROGATORIES

In response to Plaintiffs' First Set of Interrogatories, Defendant Toyota Motor Sales, U.S.A., Inc. ("TMS") states as follows:

PREFATORY STATEMENT

TMS is the authorized importer and distributor, in certain geographic areas, of Toyota motor vehicles and genuine replacement parts in the continental United States. TMS does not manufacture, design, or assemble, Toyota motor vehicles in the ordinary course of its business, and was not the designer, manufacturer, or assembler of the subject vehicle in this action. Accordingly, TMS does not have sufficient information or documentation to respond completely and accurately to many of these Interrogatories.

These responses are made solely for the purpose of this litigation. These responses represent TMS' diligent and best efforts to respond based on the investigation TMS has thus far been able to carry out in connection with the facts relevant to this litigation. Further responsive information may exist that is not within TMS' present knowledge or reasonably available to it. Documents relating to the subject matter of written discovery may exist that TMS has not yet

located, identified, or reviewed, despite its best efforts to do so. Persons with knowledge relating to the subject matter of written discovery may exist whom TMS is not presently aware of or of whom TMS has not yet conducted interviews. Accordingly, these responses are based upon the facts and information now known to TMS as well as its present analysis of this litigation, and do not constitute an admission or representation that additional facts, documents, or witnesses having knowledge relevant to this subject matter of the discovery requests do not exist.

As this litigation proceeds, TMS anticipates that other facts, documents, and/or witnesses may be discoverable or identified by it. TMS reserves the right to alter, supplement, amend, or otherwise modify these responses in any way at any time, as permitted by the Florida Rules of Civil Procedure and/or any order issued by the Court.

Except for the explicit facts stated herein, no incidental admissions are intended hereby. The fact that TMS responds to any of the Interrogatories is not an admission that it accepts or admits the existence of facts set forth or assumed by any Interrogatory, or that such responses constitute admissible evidence. The fact that TMS answers all or part of any Interrogatory is not intended and shall not be construed as a waiver of all or any part of any objections to the Interrogatory.

GENERAL OBJECTIONS

In responding to these Interrogatories, it is assumed that Plaintiffs do not seek information or documents protected by the attorney-client privilege or the work product doctrine and TMS, by answering this discovery, does not waive said privileges.

TMS objects to these Interrogatories to the extent that they seek information or documents that are confidential or proprietary in nature, information or documents that are in the

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possession of third parties, or information or documents protected by any constitutional, statutory, or common-law right/privilege.

TMS objects to these Interrogatories as unduly burdensome and oppressive in so far as they seek information or documents already in Plaintiffs' possession or documents equally available to Plaintiffs.

TMS further objects to Plaintiffs' Interrogatories to the extent that they seek "any" or "all" information of a particular description or designation.

TMS further objects to Plaintiffs' Interrogatories as overly broad, unduly burdensome, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence to the extent that they, or any portion thereof, relate to products other than the subject product in suit, or any aspects, components, or characteristics of the subject vehicle that are not reasonably at issue in this lawsuit. To the extent Plaintiffs' Interrogatories exceed the scope of admissible discovery as heretofore described, TMS objects and will confine its responses as aforesaid.

TMS objects to Plaintiffs' "instructions" and/or "definitions" to the extent they purport to modify or alter the provisions of the Florida Rules of Civil Procedure.

Furthermore, all Interrogatories will be responded to in accordance with the Florida Rules of Civil Procedure and applicable local court rules. To the extent that Plaintiffs' Interrogatories exceed the scope of permissible discovery, TMS objects and will confine its responses to that required by the aforementioned rules.

TMS objects to and denies any explicit or implicit reference to TMS as the manufacturer of the subject vehicle.

Finally, any failure specifically to mention a general objection in its response shall not be deemed a waiver of any objection to that discovery request.

Without waiving the foregoing objections, TMS responds to Plaintiffs' Interrogatories as follows:

1. Identify all persons who were consulted and/or assisted in the preparation of answers to these interrogatories and the person(s) signing answers to these interrogatories.

ANSWER: These responses are not the responses of any one person, but are the corporate responses of TMS, 19001 South Western Avenue, Torrance, California 90501, and were prepared with the assistance of outside counsel. TMS refers Plaintiffs to the Verification attached hereto.

2. Did Defendant, their agents or employees, receive any contact from Plaintiff regarding the service of Plaintiff's Vehicle?

ANSWER: Defendant objects to this Interrogatory as overly broad; unduly burdensome; vague and ambiguous, particularly with regard to use of the phrases "contact" and "service;" not reasonably calculated to lead to the discovery of admissible evidence; and as calling for a legal conclusion. Without waiving these objections or the General Objections set forth above, Defendant refers Plaintiffs to the non-privileged portions of the Customer Case Report and relevant correspondence. Defendant reserves the right to supplement its response, as its investigation in this case continues.

(a) If so, was the contact written or oral?

ANSWER: See Defendant's Response to Interrogatory No. 2.

(b) If so, did Defendant create any documentation related to the contact.

ANSWER: See Defendant's Response to Interrogatory No. 2.

3. State the number and dates of service requests that Plaintiff made pursuant to Defendants' warranty.

ANSWER: Defendant objects to this Interrogatory as calling for a legal conclusion and as seeking information in possession of independent authorized

dealerships, who are not agents or employees of TMS. Without waiving these objections or the General Objections set forth above, Defendant refers Plaintiffs to the repair records in Defendant's possession, which are being produced contemporaneously with these responses.

(a) Identify which service requests have been submitted as warranty reimbursement repair requests to Defendant regarding the vehicle that is the subject matter of this suit.

ANSWER: Defendant objects to this Interrogatory as vague and ambiguous, particularly with regard to use of the phrase "warranty reimbursement repair requests," and as calling for a legal conclusion. Without waiving these objections or the General Objections set forth above, Defendant is producing copies of, among other documents, its Warranty Claim/Serial Master History and Service Serial Master Inquiry. Defendant reserves the right to supplement its response, as its investigation in this case continues.

(b) According to Defendant's records, how many days was the vehicle out of service for repairs from the date of delivery to Plaintiff.

ANSWER: Defendant objects to this Interrogatory as vague and ambiguous, particularly with regard to use of the phrase "service for repairs," and as calling for a legal conclusion. Without waiving these objections or the General Objections set forth above, Defendant refers Plaintiffs to the repair records of the independent authorized servicing dealerships, which speak for themselves and are produced contemporaneously herewith. Defendant reserves the right to supplement its response, as its investigation in this case continues.

4. Have any contacts been made between any of Manufacturer's authorized dealers and Manufacturer, regarding any problems with the subject vehicle or complaints made by the Plaintiff?

ANSWER: Defendant objects to this Interrogatory as overly broad, unduly burdensome, vague and ambiguous, particularly with regard to use of the phrase "contacts," not reasonably calculated to lead to the discovery of admissible evidence, and as seeking information that is attorney-client and/or work-product privileged. Defendant further objects to use of the phrase "problems" as said phrase states a legal conclusion and is otherwise argumentative as well as vague and ambiguous, thereby precluding an

appropriate response by Defendant. Without waiving these objections or the General Objections set forth above, TMS refers Plaintiffs to the non-privileged portions of the Customer Case Report, and repair orders produced. Defendant reserves the right to supplement its response, as its investigation in this case continues.

If so,

(a) Nature of contact;

ANSWER: See Defendant's Response to Interrogatory No. 4.

(b) Date;

ANSWER: See Defendant's Response to Interrogatory No. 4.

(c) By whom;

ANSWER: See Defendant's Response to Interrogatory No. 4.

(d) Substance of contact;

ANSWER: See Defendant's Response to Interrogatory No. 4.

(e) Nature and substance of documentation guaranteed;

ANSWER: See Defendant's Response to Interrogatory No. 4.

5. List all Recalls, Campaigns, Special Service Messages, and/or Technical Service Bulletins which relate to the problems, defects, and/or concerns complained of by Plaintiff.

ANSWER: Defendant objects to this Interrogatory as overly broad, unduly burdensome, vague, ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, as seeking information that is confidential or proprietary, and as an improper use of discovery. Defendant further objects to use of the phrase "problems, defects and/or concerns" as said phrase states legal conclusions and is otherwise argumentative as well as vague and ambiguous, thereby precluding an appropriate response by Defendant. Without waiving these objections or

the General Objections set forth above, Defendant states that, upon information and knowledge, no responsive recalls or technical service bulletins exist relating to Plaintiffs' concerns raised on the subject vehicle.

Respectfully submitted,

DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 540-2300
(502) 585-2207 FAX

By: _____
Joseph N. Tucker
Florida Bar No. 938297
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via United States Mail upon Aldo Bolliger, Esq. Consumer Legal Services, 1915 N. Dale Mabry Highway, Suite 303, Tampa, Florida 33607, counsel for Plaintiffs, this 8th day of August, 2006.

_____

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IN THE COUNTY COURT OF THE 2ND JUDICIAL CIRCUIT IN AND FOR LEON COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 06 CC 4758

MICHAEL and RACHEL SMITH,

Plaintiffs,

v.

TOYOTA MOTOR SALES USA, INC.,

Defendants.

_____/

DEFINITIONS AND INSTRUCTIONS

Pursuant to Rules 1.280, 1.340, 1.350, and 1.370 of the Florida Rules of Civil Procedure, Defendant Toyota Motor Sales U.S.A., Inc. ("TMS") propounds the following Interrogatories, Request for Production of Documents, and Requests for Admission to be answered within thirty (30) days from service. Unless negated by the context of the Requests, the following definitions are to be considered applicable to all Requests contained herein:

(A) "Documents" is an all-inclusive term referring to any writing and/or recorded or graphic matter, however produced or reproduced. The term documents includes, without limitation, correspondence, memoranda, interoffice communications, minutes, reports, notes, schedules, analyses, drawings, diagrams, tables, graphs, charts, maps, surveys, books of account, ledgers, invoices, drafts, diaries, logs, proposals, printouts, recordings, telegrams, films, and all other such documents tangible or retrievable of any kind. Documents also include any preliminary notes and drafts of all the foregoing in whatever form, for example, printed, types, longhand, shorthand, on paper, paper tape, tabulating cards, ribbon blueprints, magnetic tape, microfilm, film, motion picture file, phonograph records, or other form.

(B) With respect to documents, the term "identify" means to give the date, title, author, and addresses; identify with respect to documents further means:

(i) to describe a document sufficiently well to enable the interrogator to know what such document is and to retrieve it from a file or wherever it may be located;

(ii) to describe it in a manner suitable for use as a description in a subpoena;

(iii) to give the name, address, position, or title of the person(s) who has custody of the document and/or copies thereof.

(C) "Identify" when used in reference to an individual means:

(i) to state his/her full name;

(ii) present residence address or last known residence;

(iii) present or last known business address;

(iv) present employer or last known employer;

(v) whether ever employed by any party to this action and, if so, the dates he/she was employed by such party, the name of such party, and the last position held as an employee of such party.

(D) Whenever the expression "and/or" is used in these Requests, the information called for should be set out in the conjunctive and disjunctive, and wherever the information is set out in the disjunctive, it should be given separately for each and every element sought.

(E) Whenever a date, amount, or other computation or figure is requested, the exact date, amount, or other computation or figure is to be given unless it is not known; and then the approximate date, amount, or other computation or figure should be given or the best estimate

thereof; and the answer shall state that the date, amount, or other computations or figure is an estimate or approximation.

(F) No answer is to be left blank. If the answer to a Request is "none" or "unknown," such statement must be written in the answer. If the question is inapplicable, "N/A" must be written in the answer. If an answer is omitted because of the claim of privilege, the basis of the privilege is to be stated.

(G) These Requests are continuing in nature, and any information secured subsequent to the filing of your answers which would have been includable in the answers had it been known or available, are to be supplied by supplemental answers.

(H) "You" refers to Plaintiffs Michael and Rachel Smith.

(I) The "vehicle" refers to the 2006 Toyota Avalon (VIN No. 4T1BK36BX6U069529) identified in Plaintiffs' Complaint.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that all of the alleged defects or conditions with your 2006 Toyota Avalon referenced in your Complaint have been corrected by TMS and/or any Toyota authorized dealer.

ANSWER:

REQUEST FOR ADMISSION NO. 2: Admit that you drove the vehicle more than 1,200 miles in the first 2 months of ownership.

ANSWER:

REQUEST FOR ADMISSION NO. 3: Admit that you received an owner's manual for the 2006 Toyota Avalon.

ANSWER:

REQUEST FOR ADMISSION NO. 4: Admit that your care, maintenance and operation of the 2006 Toyota Avalon did not meet the requirements set forth in the owner's manual for the vehicle.

ANSWER:

REQUEST FOR ADMISSION NO. 5: Admit that the 2006 Toyota Avalon conformed to any express warranties provided.

ANSWER:

REQUEST FOR ADMISSION NO. 6: Admit that any alleged defect or condition in the front passenger seat air bag sensor of the 2006 Toyota Avalon has been repaired.

ANSWER:

REQUEST FOR ADMISSION NO. 7: Admit that any alleged defect or condition with the transmission surging/pausing in the 2006 Toyota Avalon is a normal operating characteristic of the subject vehicle.

ANSWER:

REQUEST FOR ADMISSION NO. 8: Admit that you are still using the 2006 Toyota Avalon.

ANSWER:

REQUEST FOR ADMISSION NO. 9: Admit that any concerns you experienced with the 2006 Toyota Avalon did not substantially impair the use, value, or safety of the subject vehicle.

ANSWER:

REQUEST FOR ADMISSION NO. 10: Admit that you attempted to modify, alter, or repair your 2006 Toyota Avalon.

ANSWER:

REQUEST FOR ADMISSION NO. 11: Admit that TMS has no contractual relationship with Plaintiffs with regard to the sale of the 2006 Toyota Avalon.

ANSWER:

REQUEST FOR ADMISSION NO. 12: Admit that any alleged problems with the 2006 Toyota Avalon were repaired within a reasonable number of repair attempts.

ANSWER:

REQUEST FOR ADMISSION NO. 13: Admit that on or about September 17, 2005, Plaintiffs purchased the 2006 Toyota Avalon from Central Florida Toyota which is the subject matter of this suit.

ANSWER:

REQUEST FOR ADMISSION NO. 14: Admit that the 2006 Toyota Avalon was involved in a collision and/or accident which required repairs.

ANSWER:

REQUEST FOR ADMISSION NO. 15: Admit that the 2006 Toyota Avalon had after-market components and/or parts installed.

ANSWER:

REQUEST FOR ADMISSION NO. 16: Admit that aftermarket components installed in the subject vehicle were not covered under warranty.

ANSWER:

REQUEST FOR ADMISSION NO. 17: Admit that Plaintiffs did not purchase their 2006 Toyota Avalon from Toyota Motor Sales, U.S.A., Inc.

ANSWER:

REQUEST FOR ADMISSION NO. 18: Admit that you have no evidence of a specific defect in the vehicle.

ANSWER:

REQUEST FOR ADMISSION NO. 19: Admit that Plaintiffs did not contact or communicate with TMS regarding their purchase of the 2006 Toyota Avalon on or before September 17, 2005.

ANSWER:

REQUEST FOR ADMISSION NO. 20: Admit that Central Florida Toyota is not an agent or apparent agent of TMS for purposes of the sale of Plaintiffs' 2006 Toyota Avalon.

ANSWER:

REQUEST FOR ADMISSION NO. 21: Admit that Central Florida Toyota did not perform any warranty repairs on Plaintiffs' 2006 Toyota Avalon.

ANSWER:

INTERROGATORIES

INTERROGATORY NO. 1: Identify all individuals who answered or assisted in answering these Interrogatories, Requests for Production of Documents, and Requests for Admission. In so answering, please provide the individual's full name(s), address, and telephone number.

ANSWER:

INTERROGATORY NO. 2: Specifically identify any and all problems you allegedly experienced with the 2006 Toyota Avalon, including the date each problem was first observed, the date each problem was first reported to TMS and/or TMS's authorized dealers, the cause of such problem, and any other action you took to correct or repair the alleged problem.

ANSWER:

INTERROGATORY NO. 3: Identify all materials delivered to Plaintiffs along with their purchase of the 2006 Toyota Avalon.

ANSWER:

INTERROGATORY NO. 4: If your response to Request for Admission No. 1 is anything other than "Admitted," state which problem(s) have not been corrected.

ANSWER:

INTERROGATORY NO. 5: Identify the number of miles on the 2006 Toyota Avalon's odometer at the time you purchased the vehicle.

ANSWER:

INTERROGATORY NO. 6: Identify the current mileage on your 2006 Toyota Avalon.

ANSWER:

INTERROGATORY NO. 7: Identify each date that you took the 2006 Toyota Avalon to TMS' authorized dealership(s).

ANSWER:

(a) For each date identified above, identify the alleged problem(s) reported on that date.

ANSWER:

(b) For each date identified above, identify with whom you spoke with at the dealership and a summary of the substance of each conversation.

ANSWER:

(c) For each date identified above, state the date on which you received/picked up your 2006 Toyota Avalon from the dealership.

ANSWER:

INTERROGATORY NO. 8: Identify each date that you took the 2006 Toyota Avalon to any other servicing or repair facility.

ANSWER:

(a) For each date identified above, identify the alleged problem(s) reported on that date and the reason for attending the facility.

ANSWER:

(b) For each date identified above, identify with whom you spoke with at the facility and a summary of the substance of each conversation.

ANSWER:

(c) For each date identified above, state the date on which you received/picked up your 2006 Toyota Avalon from the facility.

ANSWER:

INTERROGATORY NO. 9: Identify each date that the 2006 Toyota Avalon was taken to the dealer for repairs and the number of days it was out of service for each repair.

ANSWER:

INTERROGATORY NO. 10: Identify the balance currently owed on the 2006 Toyota Avalon including a breakdown of all finance costs incurred by you to date.

ANSWER:

INTERROGATORY NO. 11: Identify every person or entity who has examined, repaired, inspected, and/or maintained the 2006 Toyota Avalon. In so answering, identify the date, place, and purpose for each examination, repair, or inspection.

ANSWER:

INTERROGATORY NO. 12: Identify all expert witnesses whom you expect to call as a witness at the trial and/or arbitration of this matter. In so answering, provide the individual's full name, address, telephone number, and a brief description of the substance of the witness's anticipated testimony.

ANSWER:

INTERROGATORY NO. 13: Identify all lay witnesses whom you expect to call as a witness at the trial and/or arbitration of this matter. In so answering, please provide the individual's full name, last known address, last known telephone number, and a brief description of the substance of the witness' anticipated testimony.

ANSWER:

INTERROGATORY NO. 14: If your response to Request for Admission No. 5 is anything other than "Admitted," specifically identify each defect or condition which you allege did not conform to the warranty and describe the manner by which such defect did not conform to the warranty.

ANSWER:

INTERROGATORY NO. 15: If your response to Request for Admission No. 9 is anything other than "Admitted," then please identify all facts and evidence to support your response to said Request.

ANSWER:

INTERROGATORY NO. 16: Identify any additions or modifications made to the 2006 Toyota Avalon, including any after-market components, parts, or accessories added to the vehicle. In so answering, specifically identify the date each addition and/or modification was made and the person and/or entity who made such modification or addition.

ANSWER:

INTERROGATORY NO. 17: If your response to Request for Admission No. 17 is anything other than "Admitted," please identify what documents, materials, or evidence in your possession to support your denial.

ANSWER:

INTERROGATORY NO. 18: If your response to Request for Admission No. 8 is anything other than "Admitted," specify where the vehicle is currently located an how long it has been at that location.

ANSWER:

INTERROGATORY NO. 19: If your response to Request for Admissions No. 19 is anything other than "Admitted," identify each contact/communication you made with TMS, including the type of communication made (*e.g.*, telephone, email, etc.),. the date of such communication, the individual with whom you communicated, and the substance of such communications.

ANSWER:

INTERROGATORY NO. 19(a): Identify any and all other contact/communications you made with TMS, including the type of communication made (*e.g.*, telephone, email, etc.),. the date of such communication, the individual with whom you communicated, and the substance of such communications.

ANSWER:

INTERROGATORY NO. 20: Please describe any accidents, collisions, or damage which occurred to your vehicle, including, but not limited to the date of such occurrence, the component parts damaged on the vehicle, the cost of damage, who was driving the vehicle at the time the damage occurred, what repairs were performed on the vehicle as a result, who performed such repairs, and when such damage and repairs took place.

ANSWER:

INTERROGATORY NO. 21: Identify the portion of any warranty agreement(s) which you allege TMS has breached or otherwise failed to satisfy.

ANSWER:

INTERROGATORY NO. 22: If your response to Request for Admission No. 12 is anything other than "Admitted," specify what defects or conditions were subject to an unreasonable amount of repair attempts.

ANSWER:

INTERROGATORY NO. 23: If your response to Request for Admission No. 18 is anything other than "Admitted," specify what facts and evidence you have in your possession to support your response to said Request.

ANSWER:

INTERROGATORY NO. 24: Please state the current amount of your attorney fee claim, including a breakdown by task and amount of this total fee amount.

ANSWER:

INTERROGATORY NO. 25: Identify the current value of your vehicle and identify what documents, materials and things you used to arrive at that value.

ANSWER:

INTERROGATORY NO. 26: Identify the value of your vehicle at the time and date of sale and identify what documents, materials and things you used to arrive at that value.

ANSWER:

INTERROGATORY NO. 27: If your response to Request for Admission No. 20 is anything other than "Admitted," please identify what documents, materials, or evidence in your possession to support your denial.

ANSWER:

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1: If your response to Request for Admission No. 1 is anything other than "Admitted," produce any documentation related to any alleged problems which have not been corrected.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2: If your response to Request for Admission No. 2 is anything other than "Admitted," produce all documents which support your denial.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 3: Produce all documents which you received from TMS or any dealership in connection with the purchase of the 2006 Toyota Avalon, including, but not limited to any warranties and/or owner's manuals.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4: Produce all invoices and/or repair orders evidencing any service, repair and/or maintenance performed on the 2006 Toyota Avalon.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 5: Produce all photographs in your possession of the 2006 Toyota Avalon and identify the date, time and place where the vehicle was photographed and who took each photograph.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 6: Produce all documents provided to and/or relied upon by any expert witness identified in response to Interrogatory No. 12, as well as a copy of your expert witnesses' resume(s) and/or curriculum vitae.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7: Produce a copy of any report generated by any of your expert witnesses, including all drafts, notes, and correspondence related to this report.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8: Produce all documents relating to your communications concerning this matter, including, but not limited to, any correspondence which you sent or received relating to the allegations and/or claims asserted in this case.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9: If your response to Request for Admission No. 5 is anything other than "Admitted," produce any documents related to any alleged non-conformities with any express warranty.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 10: If your response to Request for Admission Nos. 6 or 7 is anything other than "Admitted," produce any documents related to any alleged defects in the 2006 Toyota Avalon .

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 11: Produce all receipts, warranties, and/or invoices related in any way to aftermarket components or parts installed in the 2006 Toyota Avalon.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12: If your response to Request for Admission No. 12 is anything other than "Admitted," produce any documents related to any unreasonable amount of repairs by TMS or Toyota-authorized dealerships.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13: If your response to Request for Admission No. 18 is anything other than "Admitted," produce any documents related to any specific defects in the subject vehicle.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 14: If your response to Request for Admission No. 9 is anything other than "Admitted," produce any documents evidencing that any alleged defect or nonconformity substantially impaired the use, value, or safety of the subject vehicle.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 15: Produce all documents, materials, or things, which you intend to rely upon at the trial and/or arbitration of this matter as an exhibit, evidence, model, or for any other purpose.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 16: Produce all documents, materials, or things, upon which you relied in responding to Interrogatory No. 17.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 17: Produce all documents, materials, or things, upon which you relied in responding to Request for Admission No. 21, if your response was anything other than "Admitted."

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 18: Produce all documents, materials, or things which relate to any collisions, accidents, damages, or repairs for damages arising from collisions or accidents involving your 2006 Toyota Avalon.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 19: Please produce any documents supporting your claim for attorneys' fees identified in Interrogatory No. 24.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 20: Please produce all documents, materials, or things related to any pre-suit dispute resolution mechanism participated in by Plaintiffs.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 21: Produce all documents, materials, or things supporting your claim that privity exists between TMS and Plaintiffs with regard to the sale of the vehicle.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 22: Produce all documents, materials, or things which establish: 1) the value of the 2006 Toyota Avalon as warranted; 2) the actual value of the 2006 Toyota Avalon at the date and place of sale; and, 3) the current value of the 2006 Toyota Avalon; and identify which documents are responsive to which value.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 23: Produce all documents, materials, and things related to any pre-suit mechanism, arbitration, lawsuit, or other dispute participated in by Plaintiffs related to their 2006 Toyota Avalon or any other vehicle ever owned or operated by Plaintiffs.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 24: Produce all documents, materials, and things supporting your claim that Central Florida Toyota is an agent or an apparent agent of Toyota Motor Sales, U.S.A., Inc.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 25: Produce all documents, materials, or things upon which you relied in responding to the Interrogatories and Requests for Admission herein which have not already been requested.

ANSWER:

Respectfully submitted,

DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 540-2300
(502) 585-2207 FAX

By: _____
Joseph N. Tucker
Florida Bar No. 938297
Counsel for Defendant

TOY-RQ-05E-00000560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via United States Mail upon Aldo Bollinger, Esq., Consumer Legal Services, P.C., Suite 303, 1915 North Dale Mabry Highway, Tampa, Florida 33607, this 19th day of September, 2006

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TOY-RQ-05E-00000561

7-26-06

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH,

Plaintiff,

vs. CASE NO.: 06-CC-4758

TOYOTA MOTOR SALES USA, INC.,

Defendant.

_____/

DEFENDANT TOYOTA MOTOR SALES USA, INC.'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS

Defendant, Toyota Motor Sales, U.S.A., Inc. ("TMS") hereby responds to Plaintiffs' First Request for Admissions as follows:

PREFATORY STATEMENT

TMS is the authorized importer and distributor, in certain geographic areas, of Toyota motor vehicles and genuine replacement parts in the continental United States. TMS does not manufacture, design, assemble, or test Toyota motor vehicles in the ordinary course of its business, and was not the designer, manufacturer, or assembler of the subject vehicle in this action. Accordingly, TMS does not have sufficient information or documentation to respond completely and accurately to many of these Admissions.

These responses are made solely for the purpose of this litigation. These responses represent TMS' diligent and best efforts to respond based on the investigation TMS has thus far been able to carry out in connection with the facts relevant to this litigation. Further responsive information may exist that is not within TMS' present knowledge or reasonably available to it.

Documents relating to the subject matter of written discovery may exist that TMS has not yet located, identified, or reviewed, despite its best efforts to do so. Persons with knowledge relating to the subject matter of written discovery may exist whom TMS is not presently aware of or of whom TMS has not yet conducted interviews. Accordingly, these responses are based upon the facts and information now known to TMS as well as its present analysis of this litigation, and do not constitute an admission or representation that additional facts, documents, or witnesses having knowledge relevant to this subject matter of the discovery requests do not exist.

As this litigation proceeds, TMS anticipates that other facts, documents, and/or witnesses may be discoverable or identified by it. TMS reserves the right to alter, supplement, amend, or otherwise modify these responses in any way at any time, as permitted by the Florida Rules of Civil Procedure and/or any order issued by the Court.

Except for the explicit facts stated herein, no incidental admissions are intended hereby. The fact that TMS responds to any of the Admissions is not an admission that it accepts or admits the existence of facts set forth or assumed by any Admission, or that such responses constitute admissible evidence. The fact that TMS answers all or part of any Admission is not intended and shall not be construed as a waiver of all or any part of any objections to the Admission.

GENERAL OBJECTIONS

In responding to these Admissions, it is assumed that Plaintiffs do not seek information or documents protected by the attorney-client privilege or the work product doctrine and TMS, by answering this discovery, does not waive said privileges.

TOY-RQ-05E-00000563

TMS objects to these Admissions to the extent that they seek information or documents that are confidential or proprietary in nature, information or documents that are in the possession of third parties, or information or documents protected by any constitutional, statutory, or common-law right/privilege.

TMS objects to these Admissions as unduly burdensome and oppressive in so far as they seek information or documents already in Plaintiff's possession or documents equally available to Plaintiff.

TMS further objects to Plaintiffs' Admissions to the extent that they seek "any" or "all" information of a particular description or designation.

TMS further objects to Plaintiffs' Admissions as overly broad, unduly burdensome, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence to the extent that they, or any portion thereof, relate to products other than the subject product in suit, or any aspects, components, or characteristics of the subject vehicle that are not reasonably at issue in this lawsuit. To the extent Plaintiffs' Admissions exceed the scope of admissible discovery as heretofore described, TMS objects and will confine its responses as aforesaid.

TMS objects to Plaintiffs' "instructions" and/or "definitions" to the extent they purport to modify or alter the provisions of the Florida Rules of Civil Procedure.

Furthermore, all Admissions will be responded to in accordance with the Florida Rules of Civil Procedure and applicable local court rules. To the extent that Plaintiffs' Admissions exceed the scope of permissible discovery, TMS objects and will confine its responses to that required by the aforementioned rules.

TMS objects to and denies any explicit or implicit reference to TMS as the manufacturer of the subject vehicle.

Finally, any failure specifically to mention a general objection in its response shall not be deemed a waiver of any objection to that discovery request.

Without waiving the foregoing objections, TMS responds to Plaintiffs' Request for Admissions as follows:

1. The repair orders attached to Plaintiff's Complaint as Exhibit B regarding the 2006 TOYOTA AVALON (hereinafter referred to as the "VEHICLE"), are authentic business records pursuant to FRE 90.803(6) and FRE 90.901.

ANSWER: Defendant objects to this Request as calling for a legal conclusion. Without waiving these objections or the General Objections set forth above, TMS states that because TMS did not generate said repair orders, it is not in possession of any further information other than that which is indicated in the repair orders of the independent authorized dealerships, which are either already in Plaintiff's possession or are equally available to Plaintiffs, and are being produced. Accordingly, after reasonable investigation, TMS lacks information or knowledge sufficient to enable it to admit or deny Request for Admission No. 1 at this time. To the extent that this Request seeks additional information, Defendant denies said Request.

2. The Retail Installment Contract attached to Plaintiff's Complaint as Exhibit A is an authentic business record pursuant to FRE 90.803(6) and FRE 90.901.

ANSWER: Defendant objects to this Request as calling for a legal conclusion. Without waiving these objections or the General Objections set forth above, TMS states that because TMS did not sell the subject vehicle to Plaintiffs, it is not in possession of any further information other than that which is indicated in the purchase records of the independent authorized selling dealership, which are either already in Plaintiffs' possession or are equally available to Plaintiffs, and are being produced. Accordingly, after reasonable investigation, TMS lacks information or knowledge sufficient to enable it to admit or deny Request for Admission No. 2 at this time. To

the extent that this Request seeks additional information, Defendant denies said Request.

3. Defendant does not require consumers to resort to an informal dispute mechanism as provided for in the Federal Magnuson-Moss Warranty Act and C.F.R. 703 before filing suit.

ANSWER: Denied.

4. Defendant has never noted any evidence of misuse or abuse of the VEHICLE by Plaintiff.

ANSWER: Defendant objects to this Request as vague and ambiguous. Without waiving these objections or the General Objections set forth above, Defendant states that, after reasonable investigation, Toyota has not made any explicit notations of misuse or abuse in its documents, but is unsure whether the facts that have been recorded is indicative of abuse or misuse by Plaintiffs, thus TMS lacks information or knowledge sufficient to enable it to admit or deny Request for Admission No. 4 at this time. TMS' investigation continues.

5. Defendant's service file does not contain any notations involving suspected misuse or abuse of the vehicle by Plaintiff.

ANSWER: Defendant objects to this Request as vague and ambiguous. Without waiving these objections or the General Objections set forth above, Defendant states that it does not maintain a "service file" for Plaintiffs' vehicle and, after reasonable investigation, Defendant lacks information or knowledge sufficient to enable it to admit or deny Request for Admission No. 5 at this time. TMS' investigation continues.

6. Defendant is currently unaware of any evidence of misuse or abuse of the VEHICLE by Plaintiff.

ANSWER: Defendant objects to this Request as vague and ambiguous. Without waiving these objections or the General Objections set forth above, Defendant states that, after reasonable investigation, Defendant lacks information or knowledge sufficient to enable it to admit or deny Request for Admission No. 6 at this time as it is unable to determine whether the current evidence in its possession is evidence of misuse or abuse by Plaintiffs. TMS' investigation continues.

7. Plaintiff has never caused damage to the vehicle by misusing or abusing it.

ANSWER: Defendant objects to this Request as vague and ambiguous. Without waiving these objections or the General Objections set forth above, Defendant states that, after reasonable investigation, Defendant lacks information or knowledge sufficient to enable it to admit or deny Request for Admission No. 7 at this time. TMS' investigation continues.

8. Defendant required the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

ANSWER: Defendant objects to this Request as vague and ambiguous to the terms "redress of warranty issues." Without waving these objections, TMS admits that it suggests to consumers in its Owner's Warranty Information booklet that should a problem or concern arise, the first step is to contact a "dealership manager." To the extent this Request seeks additional information, TMS denies the Request.

9. Defendant required the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

ANSWER: Defendant objects on the basis this Request is vague and ambiguous to the terms "present," "explain," and "honor," which precludes an appropriate response by TMS. Without waiving these objections, TMS admits that Toyota-authorized dealership are authorized to perform warranty repairs pursuant to Toyota's limited warranty upon a customer's appropriate request. To the extent this Request seeks additional information, TMS denies the request.

10. Defendant enters into a franchise agreement with its authorized Dealers.

ANSWER: Denied as stated. TMS admits it has an agreement with Toyota-authorized dealerships. To the extent this Request seeks additional information, TMS denies the Request.

11. This franchise agreement with its authorized dealers governs the relationship between the Defendant and its authorized dealers.

ANSWER: Denied as stated. TMS admits it has an agreement with Toyota-authorized dealerships and that each party to that agreement has rights and obligations pursuant to such agreement. To the extent this Request seeks additional information, TMS denies the Request.

12. Defendant requires its authorized dealers to prominently display the Defendant's trademark.

ANSWER: TMS objects to this Request as vague and ambiguous to the term "prominently" and as not calculated to lead to the discovery of admissible evidence. Without waiving these objections, TMS denies the Request as stated.

13. Defendant controls the number of vehicles its authorized dealers may receive.

ANSWER: Denied as stated.

14. Defendant regularly sends employees to the State of Florida.

ANSWER: TMS objects to this Request as overly broad, unduly burdensome, vague, ambiguous, and not calculated to lead to discovery of admissible evidence. Due to the foregoing reasons and particularly the overbroad and ambiguous nature of this Request, TMS is precluded from making an appropriate response.

Respectfully submitted,

DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 540-2300
(502) 585-2207 FAX

By: _____
Joseph N. Tucker
Florida Bar No. 938297
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via United States Mail upon Aldo Bolliger, Esq. Consumer Legal Services, 1915 N. Dale Mabry Highway, Suite 303, Tampa, Florida 33607, counsel for Plaintiff, this 26th day of July, 2006.

TOY-RQ-05E-00000569

8-8-06

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH,

Plaintiff,

vs. CASE NO.: 06-CC-4758

TOYOTA MOTOR SALES USA, INC.,

Defendant.

_____/

DEFENDANT TOYOTA MOTOR SALES USA, INC.'S RESPONSES TO PLAINTIFF'S REQUESTS FOR PRODUCTION

In response to Plaintiffs' Requests for Production, Defendant Toyota Motor Sales, U.S.A., Inc. ("TMS") states as follows:

PREFATORY STATEMENT

TMS is the authorized importer and distributor, in certain geographic areas, of Toyota motor vehicles and genuine replacement parts in the continental United States. TMS does not manufacture, design, or assemble, Toyota motor vehicles in the ordinary course of its business, and was not the designer, manufacturer, or assembler of the subject vehicle in this action. Accordingly, TMS does not have sufficient information or documentation to respond completely and accurately to many of these Requests.

These responses are made solely for the purpose of this litigation. These responses represent TMS' diligent and best efforts to respond based on the investigation TMS has thus far been able to carry out in connection with the facts relevant to this litigation. Further responsive information may exist that is not within TMS' present knowledge or reasonably available to it. Documents relating to the subject matter of written discovery may exist that TMS has not yet

located, identified, or reviewed, despite its best efforts to do so. Persons with knowledge relating to the subject matter of written discovery may exist whom TMS is not presently aware of or of whom TMS has not yet conducted interviews. Accordingly, these responses are based upon the facts and information now known to TMS as well as its present analysis of this litigation, and do not constitute an admission or representation that additional facts, documents, or witnesses having knowledge relevant to this subject matter of the discovery requests do not exist.

As this litigation proceeds, TMS anticipates that other facts, documents, and/or witnesses may be discoverable or identified by it. TMS reserves the right to alter, supplement, amend, or otherwise modify these responses in any way at any time, as permitted by the Florida Rules of Civil Procedure and/or any order issued by the Court.

Except for the explicit facts stated herein, no incidental admissions are intended hereby. The fact that TMS responds to any of the Requests is not an admission that it accepts or admits the existence of facts set forth or assumed by any Interrogatory, or that such responses constitute admissible evidence. The fact that TMS answers all or part of any Request is not intended and shall not be construed as a waiver of all or any part of any objections to the Request.

GENERAL OBJECTIONS

In responding to these Requests, it is assumed that Plaintiffs do not seek information or documents protected by the attorney-client privilege or the work product doctrine and TMS, by answering this discovery, does not waive said privileges.

TMS objects to these Requests to the extent that they seek information or documents that are confidential or proprietary in nature, information or documents that are in the possession of third parties, or information or documents protected by any constitutional, statutory, or common-law right/privilege.

TMS objects to these Requests as unduly burdensome and oppressive in so far as they seek information or documents already in Plaintiff's possession or documents equally available to Plaintiffs.

TMS further objects to Plaintiffs' Requests to the extent that they seek "any" or "all" information of a particular description or designation.

TMS further objects to Plaintiffs' Requests as overly broad, unduly burdensome, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence to the extent that they, or any portion thereof, relate to products other than the subject product in suit, or any aspects, components, or characteristics of the subject vehicle that are not reasonably at issue in this lawsuit. To the extent Plaintiffs' Requests exceed the scope of admissible discovery as heretofore described, TMS objects and will confine its responses as aforesaid.

TMS objects to Plaintiffs' "instructions" and/or "definitions" to the extent they purport to modify or alter the provisions of the Florida Rules of Civil Procedure.

Furthermore, all Requests will be responded to in accordance with the Florida Rules of Civil Procedure and applicable local court rules. To the extent that Plaintiffs' Requests exceed the scope of permissible discovery, TMS objects and will confine its responses to that required by the aforementioned rules.

TMS objects to and denies any explicit or implicit reference to TMS as the manufacturer of the subject vehicle.

Finally, any failure specifically to mention a general objection in its response shall not be deemed a waiver of any objection to that discovery request.

Without waiving the foregoing objections, TMS responds to Plaintiffs' Requests for Production of Documents as follows:

1. All repair orders and parts invoices applicable to the subject vehicle of Plaintiff's Complaint, 2006 TOYOTA AVALON VIN 4T1BK36BX6UD69529 (hereinafter referred to as "vehicle").

RESPONSE: Defendant is in possession of certain repair and other records that are either already in Plaintiff's possession or are equally available to Plaintiff. Without waiving the General Objections set forth above, Defendant is producing the repair, purchase, and any other records of the independent authorized dealerships that it has in its possession. Defendant reserves the right to supplement its response, as its investigation in this case continues.

2. All warranty repair documents and warranty reimbursement documents applicable to the vehicle.

RESPONSE: Without waiving the General Objections set forth above, TMS is producing copies of the Warranty Claim/Serial Master History and Service Serial Master Inquiry pertaining to the subject vehicle as well as warranty repair documents from Toyota authorized dealerships in its possession. Defendant reserves the right to supplement its response, as its investigation in this case continues.

3. All warranty documents applicable to the vehicle.

RESPONSE: Without waiving the General Objections set forth above, TMS is producing copies of the Warranty Claim/Serial Master History and Service Serial Master Inquiry pertaining to the subject vehicle. Defendant refers Plaintiff to the 2005 Owner's Warranty Information, Owner's Warranty Rights Notification and other glovebox materials produced contemporaneously herewith. Defendant reserves the right to supplement its response, as its investigation in this case continues.

4. All documents relating in any way to any examinations, tests or inspections performed with respect to the vehicle.

RESPONSE: Defendant objects to this Request as overly broad. Without waiving this objection or the General Objections set forth above, Defendant refers Plaintiff to the Prefatory Statement. Defendant further refers Plaintiff to the repair orders in its possession which are produced contemporaneously

herewith. Defendant reserves the right to supplement its response, as its investigation in this case continues.

5. All documents relating to pre-delivery preparation of the vehicle.

RESPONSE: Defendant objects on the basis that this Request seeks documents that are not in Defendant's possession, as Defendant did not sell the vehicle to Plaintiff. Without waiving the General Objections set forth above, Defendant refers Plaintiff to the sales documents and new car delivery repair order in Defendant's possession. Defendant reserves the right to supplement its response, as its investigation in this case continues.

6. All documents reflecting any service, adjustments, repairs, or restorations to the vehicle prior to delivery to Plaintiff, including, but not limited to: all documents relating to events that may have affected the vehicle in any way at the manufacturing and/or assembly facility, in transit and/or shipping, and any other stage of pre-delivery.

RESPONSE: Without waiving the General Objections set forth above, Defendant refers Plaintiff to the sales documents and new car delivery repair order in TMS' possession. Defendant further refers Plaintiff to the Prefatory Statement. TMS further states that, after reasonable investigation, it is aware of no such events prior to the vehicle being sold to the independent authorized selling dealership. Defendant reserves the right to supplement its response, as its investigation in this case continues.

7. All recall documents and/or service bulletins and/or technical service bulletins applicable to the vehicles.

RESPONSE: Defendant objects to this Request as overly broad. Without waiving this objection or the General Objections set forth above, Defendant refers Plaintiffs to the Prefatory Statement and states that, upon knowledge and information, no responsive recalls or technical service bulletins exist relating to Plaintiffs' complaint raised on his 2006 Toyota Avalon.

8. All documents, including notes, memoranda, correspondence, telephone logs and similar materials, relating in any way to the vehicle.

RESPONSE: Defendant objects to this Request as overly broad, and because it seeks disclosure of documents protected by the attorney-client privilege or work product doctrine. Without waiving these objections or the General Objections set forth above, TMS refers Plaintiffs to the correspondence from Plaintiffs and Plaintiffs' counsel as well as the non-privileged portions of the Customer Case Report, which are produced contemporaneously herewith. Defendant reserves the right to supplement its response, as its investigation in this case continues.

9. All statements taken by or on behalf of Defendant from any person with respect to the vehicle, including, but not limited to:

(a) All documents evidencing any communication regarding the vehicle.

(b) All documents evidencing any communications between Plaintiff and/or Plaintiff's representative and Defendant.

(c) All documents evidencing any communication between Defendant, and any independent dealer, service facility, expert, and/or any other person or entity providing assistance to Defendant regarding the vehicle.

(d) All documents, including, but not limited to, letters or inter-corporate memoranda, between Defendant, which relate to handling warranty repairs on the vehicle.

RESPONSE: In addition to the General Objections set forth above, Defendant objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this Request because it seeks disclosure of documents that are confidential or proprietary or are protected by the attorney-client privilege or work product doctrine. Without waiving these objections or the General Objections set forth above, Defendant refers Plaintiff to the repair orders in TMS' possession and to Defendant's Response to Document Request No. 8. Defendant reserves the right to supplement its response, as its investigation in this case continues.

10. The complete Sale or Lease file.

RESPONSE: Defendant objects to this Request as overly broad, unduly burdensome, vague, ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking information in possession of independent authorized dealerships, who are not agents or employees of Defendant. Defendant did not sell the subject vehicle to Plaintiff. Without waiving these objections or the General Objections set forth above, Defendant is producing the sales records of the independent authorized dealerships that it has in its possession related to the subject vehicle.

11. The complete Service file.

RESPONSE: Defendant objects to this Request as overly broad, unduly burdensome, vague, ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking information in possession of independent authorized dealerships, who are not agents or employees of Defendant. Without waiving these objections or the General Objections set forth above, Defendant refers Plaintiffs to the repair records of the independent authorized servicing dealerships in its possession for the subject vehicle that are produced contemporaneously herewith.

12. Any and all documents pertaining to the total dollar amounts paid by Defendants Manufacturer to Defendant Dealer for warranty repairs to the subject vehicle, including both parts and labor.

RESPONSE: Defendant objects to this Request as overly broad, unduly burdensome, vague, ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking information that is confidential or proprietary. Without waiving these objections or the General Objections set forth above, Defendant refers Plaintiffs to the repair records of the independent authorized servicing dealerships, which speak for themselves and are produced contemporaneously herewith. TMS further states that it is producing copies of its Warranty Claim/Serial Master History and Service Serial Master Inquiry. Defendant reserves the right to supplement its response, as its investigation in this case continues.

13. Any and all documents referencing Defendants' anticipated average cost of warranty repairs for the subject vehicle's model and year.

RESPONSE: Defendant objects to this Request as overly broad, unduly burdensome, vague, ambiguous, irrelevant to Plaintiff's allegations, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking information that is confidential or proprietary.

Respectfully submitted,

DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 540-2300
(502) 585-2207 FAX

By: _____
Joseph N. Tucker
Florida Bar No. 938297
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via United States Mail upon Aldo Bolliger, Esq, Consumer Legal Services, 1915 N. Dale Mabry Highway, Suite 303, Tampa, Florida 33607, this 8th day of August, 2006.

_____

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH,

Plaintiffs,

vs. CASE NO.: 06-CC-4758

TOYOTA MOTOR SALES USA, INC.,

Defendant.

_____/

DEFENDANT TOYOTA MOTOR SALES USA, INC.'S RESPONSES TO PLAINTIFF'S SECOND REQUESTS FOR PRODUCTION

In response to Plaintiffs' Requests for Production, Defendant Toyota Motor Sales, U.S.A., Inc. ("TMS") states as follows:

PREFATORY STATEMENT

Defendant TMS is the authorized importer and distributor, in certain geographic areas, of Toyota, Lexus and Scion motor vehicles in the continental United States. TMS does not design, test, manufacture or assemble Toyota, Lexus, or Scion vehicles in the ordinary course of its business and, therefore, did not design, test, manufacture, or assemble the subject vehicle. Accordingly, TMS does not have sufficient information or documentation to completely and accurately respond to many of these Requests. Many of these Requests would be more appropriately addressed to Toyota Motor Corporation ("TMC"), the designer, manufacturer and assembler of Toyota, Lexus and Scion motor vehicles. TMC is located in Japan and is the manufacturer and assembler of the subject vehicle.

GENERAL OBJECTIONS

In responding to these Requests, it is assumed that Plaintiffs do not seek information or documents protected by the attorney-client privilege or the work product doctrine and TMS, by answering this discovery, does not waive said privileges.

TMS objects to these Requests to the extent that they seek information or documents that are confidential or proprietary in nature, information or documents that are in the possession of third parties, or information or documents protected by any constitutional, statutory, or common-law right/privilege.

TMS objects to these Requests as unduly burdensome and oppressive in so far as they seek information or documents already in Plaintiffs' possession or documents equally available to Plaintiffs.

TMS further objects to Plaintiffs' Requests to the extent that they seek "any" or "all" information of a particular description or designation.

TMS further objects to Plaintiffs' Requests as overly broad, unduly burdensome, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence to the extent that they, or any portion thereof, relate to products other than the subject product in suit, or any aspects, components, or characteristics of the subject vehicle that are not reasonably at issue in this lawsuit. To the extent Plaintiffs' Requests exceed the scope of admissible discovery as heretofore described, TMS objects and will confine its responses as aforesaid.

TMS objects to Plaintiffs' "instructions" and/or "definitions" to the extent they purport to modify or alter the provisions of the Florida Rules of Civil Procedure.

TOY-RQ-05E-00000579

Furthermore, all Requests will be responded to in accordance with the Florida Rules of Civil Procedure and applicable local court rules. To the extent that Plaintiffs' Requests exceed the scope of permissible discovery, TMS objects and will confine its responses to that required by the aforementioned rules.

TMS objects to and denies any explicit or implicit reference to TMS as the manufacturer of the subject vehicle.

Finally, any failure specifically to mention a general objection in its response shall not be deemed a waiver of any objection to that discovery request.

RESPONSE TO PLAINTIFFS'
SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

Without waiving the foregoing objections, TMS responds to Plaintiffs' Requests for Production of Documents as follows:

1. The Dealer Agreement.

RESPONSE: Objection. Request No. 1 is vague and ambiguous as to the term "Dealer Agreement," unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and not limited to any dealership with whom TMS may have an agreement. Moreover, Request No. 1 seeks the production of confidential and proprietary information. Plaintiff's only claim is that their vehicle does not conform to its warranty. Thus, TMS' agreement with any independent authorized dealer is irrelevant to this action and any request for the same is not calculated to lead to the discovery of admissible evidence.

2. The Account Procedure Manuals.

RESPONSE: Objection. Request No. 2 is overbroad, vague and ambiguous as to the term "Account Procedure Manuals," unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence. Further objecting, Plaintiff's request is not narrowed in any manner to any type of manuals used by TMS, which precludes an appropriate response. Lastly, Plaintiff's only claim is that their vehicle does not conform to its warranty. Thus, TMS' agreement with any independent authorized dealer is

irrelevant to this action and any request for the same is not calculated to lead to the discovery of admissible evidence.

3. Any other documents that are referenced in both the previous documents.

RESPONSE: See Responses to Request Nos. 2 and 3.

Respectfully submitted,

DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 540-2300
(502) 585-2207 FAX

By: _____
Joseph N. Tucker
Florida Bar No. 938297
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via United States Mail upon Aldo Bolliger, Esq, Consumer Legal Services, P.C., Suite 303, 1915 North Dale Mabry Highway, Tampa, Florida 33607, this 25th day of September, 2006.

_____

30213-94
1298670v1

TOY-RQ-05E-00000581

CONSUMER LEGAL SERVICES, P.C.

A PRIVATE LAW FIRM

-ATTORNEYS AND COUNSELORS-

www.LemonAuto.com

Aldo Bolliger
Kurt Mitchell
Richard Denno[1]
Christopher M. Lovasz[2]
Steven S. Toth[2]
Ronald J. Bolz[2]
Mark P. Romano[2]
Steven G. Stancroff[3]
1 - Licensed only in FL & MI
2 - Licensed only in MI & WI
3 - Licensed only in MI

1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607
(813) 870-2525 – Phone
(813) 870-2524 - Fax

RECEIVED
MAR 09 2006
N.C.D.S.

March 2, 2006

Mr. Chin Han
Case Administrator
National Center for Dispute Settlement
2777 Stemmons Freeway, suite 1452
Dallas, Texas 75207

RE: [redacted] case # 5006075

Dear Mr. Han:

[redacted] acting through her attorneys Consumer Legal Services, P.C. proposes the following to resolve the matter currently before the NCDS: To begin, having lost all faith and confidence in her vehicle purchase, [redacted] wants Toyota to either re-purchase or replace her 2006 Avalon. In the alternate, Toyota may elect to pay sufficient money damages to cover the losses incurred by private sale. Finally, Toyota must pay attorney's fees and other incidental damages arising from [redacted] Toyota vehicle purchase. In short, to avoid further litigation and suit under the Magnuson Moss Warranty Act, Toyota must address all [redacted] damages. Please forward an offer which addresses these damages. We hope this matter may be resolved amicably and with the least amount of expense to all parties.

Very Truly Yours
Consumer Legal Services, P.C.

James Mayer

James Mayer, Legal Assistant
by direction of Aldo Bolliger, Esq.

enclosures: Repair Orders,
Vehicle Registration, Retail Sales Agreement

REG. TAX	INIT REG.	COUNTY FEE	MAIL FEE	SALES TAX	TITLE FEE
$19.97	$	$7.75	$	$0.00	$27.00

PLATE ISSUED	DATE ISSUED	INTERNET KIOSK FEE	VOLUNTARY CONT.TOTAL	GRAND TOTAL
X	10/04/05	$0.00	$	$54.72

FLORIDA VEHICLE REGISTRATION

DATE ISSUED: 10/04/05
DL#: [redacted] DE#: [redacted]
TAG#: [redacted] [redacted] EXP: 12/29/06
VIN:4T1BK36BX6U[redacted] C:[redacted]YR/MK:2006 TOYT

[redacted]

TALLAHASSEE, FL [redacted]

L#: [redacted] T#: [redacted] B#: [redacted] R#: [redacted]

[redacted] **UnitedAuto**

Publicly traded on the New York Stock Exchange

Central Florida Toyota

Central Florida Scion

CENTRAL FLORIDA SCION

11323 S. Orange Blossom Trail
Orlando, Florida 32837
(407) 472-2323

A UnitedAuto Dealership
www.centralfloridatoyota.com
www.centralfloridascion.com

Retail Order Contract

DATE 01/27/05 | CONTROL NO. 33135

VIN NO. 4T1BX3EK[redacted]

CON[redacted] | [redacted] | CITY TALLAHASSEE | STATE FL | ZIP [redacted]

HOM[redacted] | [redacted] | CONSUMER BSN | CONSUMER [redacted] | DOB [redacted]

CO-CONSUMER [redacted] | ADD[redacted] | CITY TALLAHASSEE | STATE FL | ZIP [redacted]

HOM[redacted] | [redacted] | CO-CONSUMER BSN | CO-CONSUMER [redacted] | DOB [redacted]

SALESPERSON	STOCK NO.	YEAR	MAKE	MODEL	COLOR	MILEAGE	
LONNIE MANIX	25257	2005	TOYOTA	AVALON	BLUE	56	☐ NEW ☐ USED ☐ DEMO

TRADE-IN

YEAR	MAKE	MODEL	MILEAGE

VIN NO. | PHONE #

1ST LIENOR | ACCT #

GUEST EMAIL ADDRESS

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

CONSUMER ☺ [redacted]

DEALER FINANCING / LEASING

If Consumer executes a retail installment contract ("RIC") or lease in connection with the acquisition of the Vehicle, Dealer may terminate this Agreement if Dealer cannot obtain credit approval for Consumer or if Dealer is unable to sell Consumer's RIC / lease on terms of no less than par value (these approvals shall be collectively referred to as "Necessary Approvals"). Dealer's right of termination cannot be waived unless in writing. Necessary Approvals are not typically obtained at the time of delivery of the Vehicle and are beyond Dealer's control. Should Consumer take delivery of the Vehicle prior to Dealer's obtaining the Necessary Approvals, Consumer understands and acknowledges that pending the Necessary Approvals, delivery of the Vehicle to Consumer serves as a convenience to Consumer only and Consumer does not have, nor will acquire any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked at any time without cause, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Consumer. Additionally, the obtaining of the Necessary Approvals by Dealer and the complete payment by Consumer to Dealer of all moneys due at the inception of the RIC or lease serve as conditions precedent to the enfo[redacted] of the RIC / lease, which shall be deemed null and void if such condition[redacted]

Consumer: ☺ [redacted]

NEW VEHICLE

Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The only warranties applying to this Vehicle are those offered by the Manufacturer. The manufacturer's warranty is not affected by this disclaimer of warranties by Dealer. The Consumer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

USED VEHICLE

This Vehicle has been previously driven and the manufacturer warranty, if any, has been fully explained. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any Contract provisions in the Contract of sale. Consumer acknowledges that no representation has been made by any agent of Dealer that the Vehicle has or has not ever sustained damages prior to this purchase, nor does dealer have the obligation to make any such disclosure.

Unless otherwise noted immediately below, this Vehicle is sold "as is with all faults," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. Liability by way of "Strict Liability" for Dealer's "Negligence" or otherwise is expressly excluded. Consumer shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of profits or income, or any other incidental damages.

CHECK IF APPROPRIATE:

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is listed with and made a part of this Contract.

☐ Previously leased or rented vehicle. I acknowledge I have been advised that the vehicle I am today purchasing is a used lease or hire, previously delivered that was returned, or manufacturer buy-back.

PRICE

ACCESSORIES/OPTIONS		
		N/A
		N/A
LESS TRADE-IN ALLOWANCE AND/OR DISCOUNT		N/A
DIFFERENCE	25317.23	
Pre-delivery Fees (These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.)		N/A
DELIVERY FEES	699	50
DOCUMENTATION FEES	149	50
NEW CAR-LA WASTE TIRE FEE & LEAD ACID BATTERY FEE	6	50
USED CAR LEAD ACID BATTERY FEE	N/A	50
SUBTOTAL	2547[illegible].73	
SALES TAX	154[illegible].50	
LOCAL OPTION SALES TAX	75.00	
LEMON LAW-WARRANTY ENFORCEMENT ACT (New Cars Only)	2	00
FLORIDA TITLE, REGISTRATION, TAG AGENCY FEE & LICENSE FEES	250.00	
SUBTOTAL	279[illegible].11	
BALANCE DUE ON TRADE (Consumer does grant, bargain, convey, sell, assign and transfer to Dealer all of Consumer's right, title and interest in the Trade-in described below)		N/A
TOTAL AMOUNT DUE	279[illegible].11	
REBATE		N/A
DEPOSIT		N/A
TOTAL BALANCE DUE	[redacted]	

This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. Deposits are non-refundable.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to the agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or are related to the purchase or lease of the automobile identified in this Motor Vehicle Retail Order and the financing thereof, including the validity of this agreement. The Arbitration Agreement is made pursuant to a transaction involving interstate commerce and should be governed by the Federal Arbitration Act, 9 U.S.C. §§1, and not by state law regarding arbitration. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. State Consumer Fraud Act claims, Used Car Lemon Law claims and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties who agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action, either in arbitration or through a court action. There are no limitations on the type of claims that must be arbitrated except for new car lemon law claims, Magnuson-Moss Warranty Act claims, and small claims filed as a court action, unless such small claim is then removed, transferred or appealed to a different court. The arbitration shall be conducted in accordance with this agreement and with the Rules of JAMS Mediation (the "Rules") before a single arbitrator. If a conflict exists between the terms of this Arbitration Agreement and the Rules, then this Arbitration Agreement shall govern. The costs incurred in the arbitration process shall be shared as provided by the Rules. The arbitration shall take place in Florida at a mutually agreed upon location. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.

THIS ARBITRATION AGREEMENT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION, HAVE A JURY TRIAL, OR PURSUE YOUR CLAIM AS A CLASS ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER AND THAT I HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER IN CONNECTION WITH THIS TRANSACTION.

☺ [redacted] Consumer's Signature | Sales Manager | 01/27/2005 Date

Buyer Must Provide CONTROL # (FINAL)

TMS 0417

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8254	INVOICE DATE 09/26/05	INVOICE NO. 10C5162119	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 560	COLOR 7	STOCK NO.
TALLAHASSEE, FL[redacted]	YEAR/MAKE/MODEL 06/TOYOTA/AVALON			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U[redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		RO OPEN 09/26/05	
RE[redacted]	BUSINESS PHONE	COMMENTS			MO: 568

LABOR

J# 1 60TOZ [redacted] HOURS: 0.80 TECH(S):330 WARRANTY
SUNGLASS HOLDER LOOSE, ON FRT SEAT
GLASS HOLDER ANCHORS BENT
TECH STRAIGHTENED ANCHORS. SECURED HOLDER
OP#614994
62/13 PORT INSTALLED MIRROR
FP#90084-46017

J# 2 51T0Z05 [redacted] HOURS: TECH(S):330 INTERNAL
AUTO HEADLIGHTS DONT COME ON SOON ENOUGH
OPERATING NORMAL
NO ADJ ON LIGHTS

J# 3 30T0Z01 AUTO TRANS CONCERN HOURS: TECH(S):330 INTERNAL
[redacted]
TEST DROVE VEHICLE
COULD NOT DUPLICATE CUST CONCERN

J# 4 11T0Z01 ENGINE CONCERN HOURS: TECH(S):330 INTERNAL
[redacted]
TEST DROVE VEHICLE
OPERATING NORMAL AT THIS TIME

J# 5 51T0ZZ BODY ELECT CONCERN HOURS: TECH(S):330 INTERNAL
CUST STATES CANT SEE IMAGES FROM CAMERA ON BRIGHT DAYS
NO ADJUSTMENT ON CAMERA IMAGES

TOTAL - LABOR 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	8987	8982	09/26/05	RENTAL SMITH	WARRANTY

TOTAL - SUBLET 0.00

TOTALS

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.D.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 04:07pm

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0188
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	PAG NO. 6976	INVOICE DATE [redacted]	INVOICE NO. TOCS163777	
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 930	COLOR /	STOCK NO.	
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4 T 1 B K 3 6 B X 6 U [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/13/05	REPRINT# 1	
[redacted]	BUSINESS PHONE	COMMENTS		MO: 935	

LABOR

J# 1 61T0Z EXTERIOR TRIM HOURS: 0.00 TECH(S) 777 WARRANTY
C/STATES FLOWERS ON PAINT LEFT YELLOW STAINS ON PAINT
TECH CLEANED SPOTS ON PAINT SURFACE
TOYOGARD SEALANT
OP#530994
67/88
53301-AC040

J# 2 51T0Z BODY ELECTRICAL HOURS: 0.50 TECH(S) 345 WARRANTY
[redacted]
TECH REGALIBRATED RT FRT SEAT FOR AIRBAG
SET FOR 53-71LBS PER SPECS
OP#893994
8A/74
FP#89170-07220

J# 3 51T0Z01 BODY ELECT CONCERN HOURS: 0.30 TECH(S) 345 WARRANTY
[redacted]
TECH CONFIRMED RR REAR SEAT BELT HOOKED NOT LOCK
TECH REPL RT REAR SEAT BELT ASSY
OP#711511 99/40
FP#73360-AC021A0

J# 4 5FT0Z12 WIPER/WASHER HOURS: 0.10 TECH(S) 345 WARRANTY
[redacted]
CONFIRMED LEFT WIPER NOT CLEANING
TECH REPL LEFT WIPER
OP#850071 75/13
FP#85222-AC010

J# 5 09T0Z0P FUEL SYSTEM CONCERN HOURS: TECH(S) 345 INTERNAL
[redacted]
TECH INSPECTED ENG DATA. ALL WITHIN SPECS

J# 6 30T0Z01 AUTO TRANS CONCERN HOURS: TECH(S) 345 WARRANTY
CUSTOMER STATES [redacted]
SHOOTHY [redacted]
VEHICLE TEST DRIVEN BY TECH & ROB SLOAN SVC MGR COMPARED
TO VEHICLE [redacted] FROM LOT BOTH VEHICLES PERFORED IN LIKE
MANNER ALL FUNCTIONS MONITORED & COMPARED TO EACH OTHER
AND PERFORMED EQUALLY & NORMALLY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	73360-AC021-A0	BELT ASSY, RR SEA		WARRANTY
JOB # 4	1	85222-AC010	BLADE, FR WIPER,		WARRANTY

TOTAL - PARTS 0.00

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Reynolds and Reynolds CRAFTSMAN CONTINUOUS (6490)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
117690	DONALD ENGLAND 3026	6976	10/21/05	TOCS163777

[redacted]
TALLAHASSEE, FL [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		930	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
06/TOYOTA/AVALON		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4T1BK36BX6U [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE	
		10/13/05	REPRINT# 1

[redacted] BUSINESS PHONE COMMENTS MO: 935

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waives reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Originals and Reprints, EDA/07/2146 CC2311193 (04/05)

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

INVOICE

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 11/03/05	INVOICE NO. TOCS165450
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,254	COLOR 7	STOCK NO.
TALLAHASSEE, FL [redacted]	YEAR / MAKE / MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / R.O. NO.		R.O. DATE 11/01/05	
[redacted]	BUSINESS PHONE	COMMENTS		

MO: 1254

J# L60TOZOT [illegible] ANT TRIM CONCERNS HRS: [illegible] TECH: 3002 [illegible] INTERNAL

CUSTOMER STATES RT FRT SEAT SINCE LAST ADJUSTED FOR WEIGHT
AIR BAG ON ALL TIME, WARNING CHIME RINGS
RESET AIR BAG SINSITIVITY TO FACTORY SPECS. VEHICLE CKS
OK

TOTAL - LABOR 0.00

TOTALS----------

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOTE: You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by $10 or 10%, whichever is greater, not to exceed $50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.

STORAGE CHARGES: No Storage charges shall accrue or be due and payable for a period of 2 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the items of this estimate. Parts and labor are guaranteed 12 months, unlimited miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

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CUSTOMER COPY

[END OF INVOICE] 10:35am

Reynolds and Reynolds, BRUNTSVILLE OCS1120 D (0403)

INVOICE

LEGACY TOYOTA
www.legacytoy.com

3705 WEST TENNESSEE STREET
TALLAHASSEE, FLORIDA 32304
(850) 575-0168
MV-47590

SCION
www.scionoftallahassee.com

CUSTOMER NO. 117690	ADVISOR DONALD ENGLAND 3026	TAG NO. 8954	INVOICE DATE 12/08/05	INVOICE NO. TOCS165201	
[redacted] TALLAHASSEE, FL [redacted]	LABOR RATE / LICENSE NO.	MILEAGE 1,186	COLOR /	STOCK NO.	
	YEAR/MAKE/MODEL 06/TOYOTA/AVALON		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 4T1BK36BX6U [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	R.O. NO.	R.O. DATE 10/29/05		
PH [redacted]	BUSINESS PHONE	COMMENTS		MO: 1186	

LABOR

J# 1 51T0Z01 BODY-FLEET-CONCERN HOURS: TECH(S): 3002 INTERNAL
CUST STATES AIR BAG STAYS ON W/ PASS IN SEAT
TECH RECALIBRATED PASS SEAT

J# 2 95T0Z BODY REFINISH HOURS: TECH(S): 3002 INTERNAL
REQUEST TOUCHUP REAR BUMPER
COMPLETED

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	00258-008R5	PAINT BLUE		INTERNAL

TOTAL - PARTS 0.00

G.O.G. & SUPPLIES

JOB # 2	1.0	PAINT AND MATERIALS	@	/UNIT	INTERNAL

TOTAL - GOG 0.00

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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Reynolds and Reynolds UNIMPRESS 00243169 (9/01)

TMS 0422

February 21, 2006

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

Mr. Kurt Mitchell
1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607

RE: CASE # 5006075
Your Client: [redacted]

Dear Mr. Kurt Mitchell:

Your client's request for arbitration has been received. The claim appears to meet the Toyota Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above.

Your client has the option of having an oral hearing or a "document only" process. If he chooses to make an oral presentation and do not appear at the scheduled hearing, Toyota will still be entitiled to make their presentation. If you do not want to make an oral presentation, the dispute will be decided on the basis of documents submitted by all parties. Your client does not need to be present at a "document only" decision process. You will receive a call from NCDS to determine which process your client has selected.

You may be contacted by NCDS prior to the hearing date in an effort to help your client and Toyota reach voluntary agreements to resolve the dispute. If your client agrees to a mediated settlement, the terms of the agreement will be put in writing and your client will be asked to sign the settlement agreement. The case will then be closed.

If your client does not agree to any settlement offer, the dispute will be decided at the scheduled oral hearing or document review. You will receive a written decision by the arbitrator(s) within ten (10) days after the oral hearing or document review. Your client may either accept or reject the decision. If your client accepts the decision, Toyota will comply with the decision within the time stipulated. If your client rejects the decision, the case will be closed and you may pursue any other legal remedies available to you.

If your client has not done so already, please provide us with copies of all relevant service tickets, as well as a copy of the vehicle title, current registration and bill of sale or lease contract. Your client's participation in the Dispute Settlement Program does not relieve him of any obligation he may have with a lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS, toll free at 888-300-NCDS (6237).

Sincerely,

Chin Han

Chin Han
Case Administrator

cc: Southeast Toyota Distributors, LLC

Where interests converge, agreements emerge

CONSUMER LEGAL SERVICES, P.C.

A PRIVATE LAW FIRM

-ATTORNEYS AND COUNSELORS-

www.LemonAuto.com

Aldo Bolliger
Kurt Mitchell
Richard Denno[1]
Christopher M. Lovasz[2]
Steven S. Toth[2]
Ronald J. Bolz[2]
Mark P. Romano[2]
Steven G. Stencroff[3]
1 - Licensed only in FL & MI
2 - Licensed only in MI & WI
3 - Licensed only in MI

1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607
(813) 870-2525 – Phone
(813) 870-2524 - Fax

RECEIVED
MAR 09 2006
N.C.D.S.

March 2, 2006

Mr. Chin Han
Case Administrator
National Center for Dispute Settlement
2777 Stemmons Freeway, suite 1452
Dallas, Texas 75207

RE: [redacted] case # 5006075

Dear Mr. Han:

[redacted] acting through her attorneys Consumer Legal Services, P.C. proposes the following to resolve the matter currently before the NCDS:. To begin, having lost all faith and confidence in her vehicle purchase, [redacted] wants Toyota to either re-purchase or replace her 2006 Avalon. In the alternate, Toyota may elect to pay sufficient money damages to cover the losses incurred by private sale. Finally, Toyota must pay attorney's fees and other incidental damages arising from [redacted] Toyota vehicle purchase. In short, to avoid further litigation and suit under the Magnuson Moss Warranty Act, Toyota must address all [redacted] damages. Please forward an offer which addresses these damages. We hope this matter may be resolved amicably and with the least amount of expense to all parties.

Very Truly Yours
Consumer Legal Services, P.C.

James Mayer

James Mayer, Legal Assistant
by direction of Aldo Bolliger, Esq.

enclosures: Repair Orders,
Vehicle Registration, Retail Sales Agreement

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

February 27, 2006

Mr. Kurt Mitchell
1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607

RE: CASE # 5006075

Dear Mr. Kurt Mitchell:

This will confirm our telephone conversation in which you selected submission of your dispute to the "documents-only" Toyota Dispute Settlement Program administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have assigned your case to a regional three member Board, which will review your documents as well as those submitted by Toyota at its next scheduled hearing. The Board may decide to have your vehicle inspected by an Independent ASE Technical Inspector, who will contact you to arrange for the inspection.

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

While the "documents only" process is not a "Lemon Law" proceeding, the Board will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, to the Board prior to the hearing.

You may be contacted by NCDS prior to the hearing date in an attempt to help you and Toyota reach voluntary agreements to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, and may prove to be beneficial in resolving or narrowing your dispute and will not, in any event, preclude you from exercising you rights under the arbitration process.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS at 888-300-NCDS (6237).

Sincerely,

Chin Han
Case Administrator

Enclosures: as noted

cc: Southeast Toyota Distributors, LLC
Board Members

Where interests converge, agreements emerge

NCDS

February 21, 2006

National Center for Dispute Settlement
2777 Stemmons Freeway • Suite 1452
Dallas, Texas 75207
(214) 638-2700
Fax: (214) 638-4054

Mr. Kurt Mitchell
1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607

RE: CASE # 5006075
Your Client: [redacted]

Dear Mr. Kurt Mitchell:

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If your client has not done so already, please provide us with copies of all relevant service tickets, as well as a copy of the vehicle title, current registration and bill of sale or lease contract. Your client's participation in the Dispute Settlement Program does not relieve him of any obligation he may have with a lender or leasing agent.

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Sincerely,

Chin Han

Chin Han
Case Administrator

cc: Southeast Toyota Distributors, LLC

CONSUMER LEGAL SERVICES, P.C.

A PRIVATE LAW FIRM

-ATTORNEYS AND COUNSELORS-

www.LemonAuto.com

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3 - Licensed only in MI

1915 N. Dale Mabry Hwy.
Suite 303
Tampa, FL 33607
(813) 870-2525 – Phone
(813) 870-2524 - Fax

FACSIMILE COVERSHEET

DATE: AUGUST 23, 2006

ATTN: Joseph N. Tucker Dinsmore & Shohl LLP

FAX NO.: 513 977 8141

FROM: James Mayer, Consumer Legal Services, P.C.

CASE: [redacted]v Toyota

Number of Pages (including the cover sheet): 3

Dear Mr. Tucker,

Please find attached Plaintiff's second request for production. Thank you for time and attention to this matter.

Regards
Jim Mayer

THIS COMMUNICATION CONTAINS CONFIDENTIAL INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IT MAY ALSO CONTAIN (AND IF LABELED "PRIVILEGED AND CONFIDENTIAL" DOES CONTAIN) INFORMATION THAT IS PROTECTED BY ATTORNEY-CLIENT PRIVILEGE OR THE WORK PRODUCT DOCTRINE. COPYING OR DISTRIBUTION OF THIS COMMUNICATION BY PERSONS OTHER THAN THE ADDRESSEE IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS BY UNITED STATES MAIL

8-23-06

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, STATE OF FLORIDA
CIVIL DIVISION

MICHAEL and RACHEL SMITH,
Plaintiff,

vs. CASE NO.: 06-CC-4758

TOYOTA MOTOR SALES USA, INC.,
Defendant.
_____/

SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT TOYOTA MOTOR SALES USA, INC.,

Plaintiff, Michael and Rachel Smith, through the undersigned counsel and in accordance with the Florida Rules of Civil Procedure, requests that the Defendant , Toyota Motor Sales USA, Inc. to Produce to the undersigned attorney within 30 days of service hereof, by mail to 1915 N. Dale Mabry Highway, Suite 303, Tampa, Florida, 33607, for the purpose of inspection and copying, copies of the following documents:

As used herein, "document" shall have its customary broad meaning and shall include, without limitation, the following items whether original or copies: correspondence, records, schedules, tables, charts, reports, memorandum, notes, letters, telegrams, invoices, orders, order forms, messages (including reports of telephone conversations or conferences), minutes, interoffice communications, photographs, and all other written or printed material of any kind, prepared or received, by or in possession,

custody or control of the answering party, his/her/its agents, servants, employees, other representatives or employer.

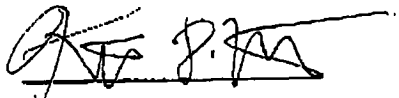
These Discovery requests are deemed continuing and any documents secured after production of documents shall be served upon the undersigned as supplemental documents after such documents are secured.

1. The Dealer Agreement
2. The Account Procedure Manuals
3. Any other documents that are referenced in both the previous documents

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true an correct copy of the following has been furnished by US MAIL and facsimile this 25th day of August, 2006 to: Joseph Tucker, Dinsmore & Shohl LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202.

CONSUMER LEGAL SERVICES, P.C.



ALDO BOLLIGER, ESQ.
Fla. Bar No.: 486973
RICHARD A. DENNO, ESQ.
Fla. Bar No.: 883336
CONSUMER LEGAL SERVICES, P.C.
1915 N. Dale Mabry Highway
Suite 303
Tampa, Florida 33607

[redacted]
Tallahasee, FL [redacted]

7004 2890 0000 7745 9743

U.S. POSTAGE
PAID
TALLAHASSEE, FL
32312
JAN 23, '06
AMOUNT
$4.64
00018697-07

0000

WC11
Route: TCS WEST
Location: WC11
Sender:
01/30/06 09:14 1 of 1
013006091436

Toyota Motor Sales, U.S.A., Inc.
Attn: Consumer Affairs Dept.
19001 South Western Ave.
Dept. WC11
Torrance, CA 90501

WC11

90501+1106

TMS 0438

TOY-RQ-05E-00000597

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. [redacted]

Tallahassee,

Fla [redacted]

COMPLETE THIS SECTION ON DELIVERY

A. Signature [redacted]

☐ Agent
☒ Addressee

C. Date of Delivery

If delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

KILLEARN STA TALLAHASSEE FL FEB 14 2006

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7003 3110 0005 0218 8629

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

[redacted]

Tallahassee

Fla [redacted]

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [redacted]

☐ Agent
☐ Addressee

[redacted] C. Date of Delivery 2-3-06

If YES, enter delivery address below: ☐ Yes ☐ No

Rad

3. Service Type
☒ Certified Mail ☐ Express Mail
☒ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Ar
(Tr

PS F

09

102595-02-M-1540

TMS 0525

TOY-RQ-05E-00000598

[redacted]

Tallahassee, FL[redacted]

7004 2890 0000 7745 9743

U.S. POSTAGE PAID
TALLAHASSEE, FL
32312
JAN 23, '06
AMOUNT
$4.64
00018697-07

0000

WC11

Route: TCS WEST
Location: WC11
Sender:

01/30/06 09:14 1 of 1

013006091435

Toyota Motor Sales, U.S.A., Inc.
Attn: Consumer Affairs Dept.
19001 South Western Ave.
Dept. WC11
Torrance, CA 90501

WC11

90501+1106

TMS 0556

TOY-RQ-05E-00000599

SMITH, MICHAEL

PLEADING

FILE START

CAUSE NO. 2007-19788

MARY ANN HAUSMANN	§	IN THE DISTRICT COURT
	§	
	§	
v.	§	
	§	
	§	
TOYOTA MOTOR CORPORATION;	§	
TOYOTA MOTOR SALES USA, INC.	§	
d/b/a LEXUS; TOYOTA MOTOR	§	189 JUDICIAL DISTRICT
MANUFACTURING USA, INC.;	§	
TOYOTA TECHNICAL CENTER;	§	
HIGASHI-FUJI TECHNICAL CENTER	§	
TOYOTA MANUFACTURING,	§	
TEXAS, INC.; TOYOTA MOTOR	§	
ENGINERING & MANUFACTURING	§	
NORTH AMERICA, INC.	§	HARRIS COUNTY, TEXAS

LEGAL SERVICES
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PLAINTIFF'S ORIGINAL PETITION

COMES NOW, MARY ANN HAUSMANN, hereinafter Plaintiff and files the Plaintiff's Original Petition complaining of TOYOTA MOTOR CORPORATION; TOYOTA MOTOR SALES USA, INC..d/b/a LEXUS; TOYOTA MOTOR MANUFACTURING USA, INC.; TOYOTA TECHNICAL CENTER; HIGASHI-FUJI TECHNICAL CENTER; TOYOTA MANUFACTURING, TEXAS, INC. and TOYOTA MOTOR ENGINERING & MANUFACTURING NORTH AMERICA, INC. , hereinafter Defendants, and in support of said cause of action would show unto this Court the following:

I.
PARTIES

Plaintiff is a resident of Houston, Harris County, Texas.

Defendant, TOYOTA MOTOR CORPORATION, is a foreign corporation doing business in the State of Texas for the purpose of accumulating monetary profit. The cause of action herein arose out of said business conducted by this Defendant in the state of Texas. This Defendant has

TOY-RQ-05E-00000602

no registered agent for service in Texas. Therefore, service of process may be made pursuant to the long arm statutes of Texas and further pursuant to the Geneva Convention providing for service upon foreign corporations. The clerk is requested to issue service of citation to the Secretary of State of Texas who will forward the citation to the President of Toyota Motor Corporation, Katsuaki Watanabe, at its home office at 1 Toyota-Cho, Toyota City, Aichi Prefecture 471-8571, Japan. The clerk is requested to issue service of citation at this time.

The Defendant TOYOTA MOTOR SALES USA, INC., d/b/a LEXUS is a foreign corporation doing business in the state of Texas for the purpose of accumulating monetary profit. LEXUS is a division of Toyota Motor Sales USA, Inc. which is a wholly owned subsidiary of TOYOTA MOTOR CORPORATION. The cause of action herein arose out of said business conducted by this Defendant in the state of Texas. TOYOTA MOTOR SALES USA, INC., d/b/a LEXUS maintains a registered agent for service in Texas. Service can be made upon this defendant by serving its registered agent for service, The Prentice-Hall Corporation System at 701 Brazos Street, Suite 1050 Austin, Texas 78701. The clerk is requested to issue service of citation at this time.

The Defendant, TOYOTA MOTOR MANUFACTURING USA, INC. is a foreign corporation doing business in this the state of Texas for the purpose of accumulating monetary profit. The cause of action herein arose out of said business conducted by this Defendant in the state of Texas. This Defendant has no registered agent for service in Texas. Therefore, service of process may be made pursuant to the long arm statutes of Texas providing for service upon foreign corporations. The clerk is requested to issue service of citation to the Secretary of State of Texas who will forward the citation to the President of TOYOTA MOTOR MANUFACTURING USA, INC., Toshiaki "Tag" Taguchi, at its home office at 1001 Cherry Blossom Way, Georgetown, Kentucky 40324. The clerk is requested to issue citation for service at this time.

TOY-RQ-05E-00000603

The Defendant, TOYOTA TECHNICAL CENTER, is a foreign corporation doing business in Texas for the purpose of accumulating monetary profit. The cause of action herein arose out of said business conducted by this Defendant in the state of Texas. This Defendant has no registered agent for service in Texas. Therefore, service of process may be made pursuant to the long arm statutes of Texas and further pursuant to the Geneva Convention providing for service upon foreign corporations. The clerk is requested to issue service of citation to the Secretary of State of Texas who will forward the citation to the President of Toyota Technical Center, at its home office at 1 Toyota-Cho, Toyota City, Aichi Prefecture 471-8571, Japan. The clerk is requested to issue service of citation at this time.

The Defendant, HIGASHI-FUJI TECHNICAL CENTER, is a foreign corporation doing business in Texas for the purpose of accumulating monetary profit. The cause of action herein arose out of said business conducted by this Defendant in the state of Texas. This Defendant has no registered agent for service in Texas. Therefore, service of process may be made pursuant to the long arm statutes of Texas and further pursuant to the Geneva Convention providing for service upon foreign corporations. The clerk is requested to issue service of citation to the Secretary of State of Texas who will forward the citation to the President of Higashi-Fuji Technical Center, at its home office at Mishuku 1200, Susono, Shizuoka Prefecture 410-11, Japan. The clerk is requested to issue service of citation at this time.

The Defendant, TOYOTA MANUFACTURING, TEXAS, INC., is a Texas Corporation doing business in Texas for the purpose of accumulating monetary profit. Service can be had upon this Defendant by serving its registered agent for service, C.T. Corporation System at 1021 Main Street, Suite 1150, Houston, Texas 77002. The clerk is requested to issue service of citation at this time.

TOY-RQ-05E-00000604

The Defendant, TOYOTA MOTOR ENGINERING & MANUFACTURING NORTH AMERICA, INC., is a foreign corporation doing business in Texas for the purpose of accumulating monetary profit. The cause of action made the basis of this suit arose of business conducted in Texas by this Defendant. Service of citation may be had by serving the registered agent for service for this defendant, C.T. Corporation System at 1021 Main Street, Suite 1150, Houston, Texas 77002. The clerk is requested to issue service of citation at this time.

II.
VENUE

Venue is proper in Harris County, Texas because the crash made the basis of this suit occurred in Harris County, Texas.

III.
DISCOVERY TRACK

Plaintiff requests that this case be assigned a level 3 discovery track and that the court issue and appropriate discovery/docket control plan pursuant to the Texas Rules of Civil Procedure.

IV.
FACTS AND CAUSES OF ACTION

On or about March 30, 2005, the Plaintiff was driving her Lexus ES 300 when it suddenly and unexpectedly accelerated out of control and crashed into a tree. The Plaintiff suffered serious and permanent injuries in this crash. Nothing the Plaintiff did or failed to do caused or contributed to the cause of this accident.

The Lexus ES 300 was negligently designed and or manufactured by the named defendants and said negligence was a proximate cause of the crash and injuries to the Plaintiff. The named

TOY-RQ-05E-00000605

defendants were negligent in their failure to warn the Plaintiff of the negligent design and or manufacture of the Lexus ES 300 and said failure was a proximate cause of the crash and injuries to the Plaintiff.

The Lexus ES 300 was unreasonably dangerous in its design and or manufacture and said unreasonably dangerous condition was a producing cause of the crash and injuries to the Plaintiff. The Lexus ES 300 was unreasonably dangerous by virtue of the named defendants failure to warn the Plaintiff of the design and or manufacturing defect that was a producing cause of the crash and injuries to the Plaintiff.

V.
DAMAGES

The Plaintiff suffered severe and disabling injuries in the crash made the basis of this suit. Plaintiff seeks her damages in the past as well as the future as a result of these injuries. Plaintiff seeks fair and reasonable compensation for her damages including but not limited to medical expenses, lost earnings, mental anguish, pain and suffering and impairment of function. Further, Plaintiff seeks property damage to the vehicle in question which was completely destroyed. It is yet too early to ascertain the full extent of damages caused to the Plaintiff but suffice to stay that the damages exceed the minimum jurisdictional limits of this Court.

VI.
CONDITIONS PRECEDENT

All conditions precedent to the filing of this lawsuit have occurred or have been performed.

VII.
JURY DEMAND

The Plaintiff hereby demands that this case be presented to a jury at the time of trial and that the jury decide all presented issues of fact. The Plaintiff has paid the required jury fee for the privilege of having a jury decide this case.

TOY-RQ-05E-00000606

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Defendant be cited to appear and upon full and final hearing, final judgment be rendered and entered against the Defendant, in favor of the Plaintiff for all damages to which she may show herself justly entitled.

Respectfully submitted,

THE KERENSKY LAW FIRM

BY: _____

MICHAEL KERENSKY
SBOT: 11331500
5300 Memorial, Suite 950
Houston, Texas 77007
(713) 522-8686: Telephone
(713) 522-6925: Telecopier

ATTORNEY FOR PLAINTIFF

TOY-RQ-05E-00000607

RECEIVED
JUN 16 2006
LEGAL DEPT.

CAUSE NO. 866027

COPY

MARY ANN HAUSMANN, Plaintiff	§	IN THE COUNTY COURT OF
	§	**C.C.C.L. #1**
V.	§	
	§	HARRIS COUNTY, TEXAS
TOYOTA MOTOR SALES, U.S.A., INC., and TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.	§	
Defendants	§	AT LAW NUMBER

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COUNTY CLERK
HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, MARY ANN HAUSMANN, Plaintiff, complaining of TOYOTA MOTOR SALES, U.S.A., INC., and TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC., ("Defendants" or "Toyota"), and would respectfully show the Court the following:

I. DISCOVERY CONTROL PLAN

1. Plaintiff requests that discovery be conducted under Level 1, because the amount of damages sought is not greater than $50,000.00.

II. PARTIES

2. Plaintiff, MARY ANN HAUSMANN, is a Houston, Harris County, Texas resident who, at all material times hereto, owned the vehicle that was damaged in the accident made the basis of this lawsuit.

3. Defendant, TOYOTA MOTOR SALES, U.S.A., INC., is a California corporation duly authorized to conduct business and does conduct business in the State of Texas and has its principal place of business at 19001 South Western Avenue, Torrance, California 90501. This

defendant can be served with service of process by serving its registered agent The Prentice-Hall Corporation System, Inc. 701 Brazos Street, Suite 1050, Austin, Texas 78701-3232. Service is requested at this time.

4. Defendant, TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC., is a Kentucky corporation duly authorized to conduct business and does conduct business in the State of Texas and has its principal place of business at 25 Atlantic Avenue, Erlanger, Kentucky 41018. This defendant can be served with service of process by serving its registered agent CT Corporation System, 1021 Main Street, Suite 1150, Houston, Texas 77002-6508. Service is requested at this time.

III. VENUE

5. Venue is proper in Harris County, Texas, as this is the county in which all or substantial part of the events or omissions giving rise to this claim occurred.

IV. JURISDICTION

6. This claim is in excess of the minimum jurisdictional limits of this Court.

V. FACTUAL BACKGROUND

7. On or about March 30, 2005, Plaintiff's 2003 Lexus ES 300 unexpectedly accelerated on its own and without any actions of the Plaintiff and crashed causing damage to the Plaintiff's vehicle (the "accident"). Plaintiff had bought the vehicle "new" and it only had about 13,000 miles on it at the time of the accident, so the vehicle was still within its warranty period at the time of the accident and resulting damage.

8. The vehicle came with a factory bumper-to-bumper warranty from Defendants which included defects such as the one that caused this unexpected and unintended acceleration and resulting damage.

TOY-RQ-05E-00000609

VI. CAUSES OF ACTION

A. Breach of Express Warranty

9. Plaintiff realleges and incorporates by reference the previous paragraphs as if fully set forth herein verbatim, and would further show the Court the following:

10. When Plaintiff bought the 2003 Lexus ES 300, the vehicle came with a manufacturer's bumper-to-bumper warranty that warranted that the vehicle would be free from defects. The vehicle was not free from defects, and the defect in the vehicle caused this unexpected and unintended acceleration. As a proximate result of Defendants' breach of warranty, Plaintiff sustained damages.

B. Breach of Implied Warranty of Merchantability

11. Plaintiff realleges and incorporates by reference the previous paragraphs as if fully set forth herein verbatim, and would further show the Court the following:

12. Defendants impliedly warranted that the vehicle was of merchantable quality, fit, safe, and in proper condition for the ordinary use for which it was intended. Instead, the vehicle was not merchantable in one or more particulars, because it was unreasonably dangerous and unfit for the purposes for which it was intended. Specifically, the vehicle contained a defect that proximately caused the vehicle to unexpectedly and unintentionally accelerate causing damage which made the basis of this lawsuit.

13. Defendants' breach of its implied warranty of merchantability caused Plaintiff's damages. All conditions precedent have occurred and/or have been performed.

C. Malfunction Theory

14. Pleading in the alternative, in the event Plaintiff is unable to establish evidence of a specific defect that caused the unexpected and unintended acceleration in the vehicle, Plaintiff

TOY-RQ-05E-00000610

intends to rely on the malfunction theory to prove his case of liability against Defendants. Evidence of malfunction can provide circumstantial evidence of manufacturing defect. The vehicle malfunctioned and the evidence that the malfunction occurred exists in the form of the damaged vehicle. Plaintiff would show this Court that the vehicle deviated, in its construction and quality, from Defendants' specifications or planned output, and the vehicle was rendered unreasonably dangerous. Plaintiff would further show this Court that the vehicle was used and maintained in a proper manner, and that the vehicle malfunctioned.

VII. JURY DEMAND

15. Plaintiff demands a jury trial and has paid the appropriate fee.

VIII. DAMAGES

16. As a result of Defendants' actions, as set forth above, Plaintiff sustained damages to the vehicle.

IX. FOR THE COURTS EYES ONLY

17. Plaintiff hereby gives notice to the Court and all parties concerned that Allstate County Mutual Insurance Company ("Allstate") is a real party in interest, pursuant to its subrogation rights under the auto policy it issued to Plaintiff and that Allstate has brought this lawsuit.

X. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and to answer herein and that upon a final hearing, the Court enter a judgment against Defendants and in favor of Plaintiff in the amount of its actual damages, with prejudgment interest thereon at the legal rate, post-judgment interest at the legal rate, court costs, and for such other and further relief, both at law and in equity, to which Plaintiff may show herself to be justly entitled.

TOY-RQ-05E-00000611

Respectfully submitted,

DONATO, MINX & BROWN, P.C

By: _____

KYLE D. WEYNAND
SBN: 24044478
Donato, Minx & Brown, P.C.
3200 Southwest Freeway
Suite 2300
Houston, TX 77027
Phone: (713) 877-1112
Fax: (713) 877-1138
ATTORNEY FOR PLAINTIFF

TOY-RQ-05E-00000612

HAUSMANN, MARY ANN PLEADINGS

TOY-RQ-05E-00000613